City of Cathedral City
Request for Proposals to Provide

LANDSCAPE MAINTENANCE SERVICES

AS-NEEDED CONTRACT

The City of Cathedral City seeks proposals from qualified landscape contractors to provide Landscape Maintenance Services required to support the Public Works Department for **FISCAL YEARS 2020-2021 and 2021-2022.**

WORK DESCRIPTION

The City of Cathedral City is seeking proposals from qualified contractors to provide Professional Landscape Maintenance Services throughout the City. The landscape contractor will help manage, and maintain designated landscapes within the City's boundaries, providing landscapes that are safe, clean, and pleasing to residents and visitors.

The work done under these specifications shall include the furnishing of all labor, materials, and equipment necessary for the provision of landscape maintenance services as specified herein and as described in Attachment 1 (Scope of Services) and within the boundaries of the landscape areas as identified and shown on Attachment 2 (District Zone Boundaries/Map).

The anticipated length of the agreement is two years with an option of a one-year extension, unless sooner terminated by the City.

City Responsibilities:

1. Provide a City representative to serve as a point of contact for reviewing work orders, authorizing work, addressing issues and questions.

Contractor Responsibilities and Costs

Submitted proposals should include all contractor costs including labor, equipment, fleet, fuel, etc. Costs not included in the proposal will be at the contractor's expense.

1. Includes prevailing wage labor and equipment necessary to perform all operations.

QUESTIONS

All questions regarding this RFP shall be submitted in writing to Deanna Pressgrove, Environmental Conservation & Public Works Manager, via email at: dpressgrove@cathedralcity.gov with a copy to Crystal Sandoval via email at csandoval@cathedralcity.gov.

Proposal Format

Proposals (work proposal and cost proposal) are to be submitted in **separate envelopes**, clearly marked with the contractor's name, address and phone number. Only one proposal per contractor will be considered.

Proposal packages are to be submitted to the City on **October 19, 2020 by 2:00 P.M.** Proposals received after the stated deadline shall not be accepted. Proposal packages are to be delivered to:

Crystal Sandoval, Assistant Civil Engineer
City of Cathedral City
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234

The City reserves the right to waive informalities and to reject all proposals at its sole discretion.

Contractors are encouraged to keep their proposals brief and relevant to the specific work required. Proposals shall include the following items:

1. **Work Proposal (envelope 1) - Submit four (4) copies.**

   A. **Cover Letter**
      (1) The name, address, and phone number of the contractor's contact person for the remainder of the selection process.
      (2) Any qualifying statements or comments regarding the contractor's proposal, the information provided in the RFP or the proposed contract.
      (3) Identification of sub-contractors and their responsibilities (if any).

   B. **Statement of Qualifications**
      (1) A listing of proposed project personnel, including personal experiences and individual resumes for prime contractors and sub-contractors.
      (2) Contractor's and sub-contractor experience with similar work, including names and current phone numbers of references for existing and past clients.

2. **Cost Proposal (envelope 2) – Submit one (1) copy.**

Selection Process

After the receiving deadline, each proposal will be reviewed in a timely manner by the Director of Public Works and a selection committee.

The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City reserves the right to award the contract(s) in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion,

notwithstanding the criteria set forth herein, including negotiating with one or more of the Respondents for the same services.

City will evaluate the proposals provided in response to this RFP based on the following criteria:

1. The City will evaluate Respondents based on meeting all of the City's requirements and who offers the highest-quality service. The City will consider the quality of services proposed, the financial qualification of, and the work experience of the proposer in determining the best value to the City.

Work proposals will be reviewed by the City's Consultant Selection Committee. The Committee will rank the contractors for contract negotiations based upon the materials submitted within the Work Proposal. The City will then review the cost proposal of the highest ranked work proposal and evaluate. The City will then open contract negotiations with the top ranked firm, if necessary. The successful contractor will be expected to enter into the attached Agreement for Services.

Authority to Withdraw

The City of Cathedral City reserves the right to withdraw this Request for Proposals without prior notice. The City of Cathedral City makes no representation that any agreement will be awarded to any firm as a result of having responded to this request. All proposals submitted to the City of Cathedral City in response to this RFP shall become the property of the City and will not be returned.

Award of Contract

Based on the outcome of the Selection Committee's evaluation of the proposals, a recommendation will be submitted to the City Council for consideration of award. An award of a contract occurs when the contract is approved by the City Council. Selection of a Respondent with whom the City enters into contract negotiations with or a recommendation of an award by the Selection Committee or any other party, does not constitute an award of a contract. The contract shall be in accordance with the attached Agreement. The City shall not in any event be liable for any pre-contractual expenses incurred by the proposers.

ATTACHMENTS

1. Landscape Scope of Services
2. Cost Proposal Form
3. District Zone Boundaries
4. LLD Maps
5. Agreement for Services

SUMMARY OF COSTS

Pursuant to the Request for Proposals, the undersigned hereby proposes and agrees that on award by the City under this Proposal, and in accordance with the provisions therein stated, to execute a City Agreement for Services, to provide and to furnish any certificates of insurance and all labor, materials, transportation and services for Maintenance Services of City Landscapes throughout the City.

The Hourly Prices listed below shall be fully burdened and include all labor, fringe benefits, overhead and profit, materials, equipment, transportation and appurtenant work as is necessary to have the item complete and in place meeting the full intent of this Request for Proposal. Hourly rates will be used as the basis for charges and invoices for the various site clean ups.

Prevailing Wage - In accordance with Section 1770 of the Labor Code, the City has ascertained and does hereby specify that the prevailing wage rates shall be those provided in Article 1110-20.0, **WAGE RATES.** The said rates shall include all employer payments that are required by Section 1773.1 of the Labor Code.

LANDSCAPE SCOPE OF SERVICES

1. The work done under these specifications shall include the furnishing of all labor, materials, and equipment necessary for the provision of landscape maintenance services specified herein within the boundaries of the landscape areas as identified and shown on the attached list of locations. Bidder is to furnish all labor, tools, and equipment necessary to provide service as specified herein. The bidder shall also be required to report landscape maintenance problems such as, but not limited to, irrigation system vandalism, graffiti incidents, diseased or dead plants, trees, etc. Water utilized for the services under the contract shall be furnished by the City.

2. All work which is defective in its construction or deficient in any of the requirements of the specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner at their own expense.

3. If any portion of the work done under the contract is defective or not in accordance with the specifications as determined by the City, and if the imperfection in the same is not of sufficient magnitude or importance to make the work dangerous or undesirable, the City's representative shall have the right and authority to retain the work, but he may make such deductions in the payment due the Contractor as may be just and reasonable.

4. The contractor shall provide a level of quality in landscape maintenance compatible with standard practice to result in a neat, clean, safe, and attractive appearance at all sites serviced under the terms of the contract.

5. All employees of Contractor performing services shall be dressed in clean, unaltered uniforms with suitable identification and no portion of the uniform may be removed while working. Employees not in uniform shall be immediately removed from the work area. Contractor employees shall appear neat and well-groomed at all times. Contractor employees shall wear orange safety vests when operating machinery and/or while working within five hundred (500) feet of moving traffic or such other distance required by any applicable laws.

6. If any person employed by the contractor fails or refuses to carry out the directions set forth under this agreement or if the sole opinion of the City's representative is incompetent, unfaithful, intemperate or disorderly or uses threatening or abusive language to any person on the work representing the City, or is otherwise unsatisfactory, such person shall be removed from the City's work upon request by the City's Representative.

7. All refuse debris shall be removed and disposed of at the end of each day at no additional cost to City by hauling it to a location approved by the City for the disposal of solid waste and in a matter directed by City to ensure compliance with AB 939 requirements.

Contractor shall provide City with report regarding the diversion of waste in the format directed by City.

8. The Contractor's employees shall have the proper license to operate the equipment; have the ability to operate equipment in accordance with the manufacturer's recommendations; be knowledgeable of safety regulations as they relate to landscaping and traffic control; demonstrate knowledge of landscape maintenance operations; at least one member of the crew have an American Red Cross Standard First Aid Certification; and have the necessary certificates and licenses as required for employees and supervisors.

9. Inspection of work will be done by the City's Public Works Department staff on a weekly basis or when deemed necessary. Any work found not to be acceptable will be noted in writing and provided to the Contractor noting these deficiencies, and the Contractor shall make a reasonable and good faith effort to correct the deficiencies within a reasonable period not to exceed three (3) days from notification or such other time as determined by the City's representative. After this time period, if unacceptable conditions still exist, the City has the right to terminate the Agreement or deduct payment as is proportionately appropriate for noncompliance with the specified contract.

10. The Contractor shall conduct all work outlined in the contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work; and agrees additional to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but limited to, full compliance with the terms of the applicable OSHA and CAL EPA Safety Orders at all times so as to protect all person, including contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury or damage to their property.

11. The Contractor shall be responsible for traffic control and safety regulations as related to any city, state or country requirements while working on medians and/or roadside strips. The design and operation of work zone traffic controls must comply with the applicable state and/or federal guidelines. Contractor shall cooperate fully with the City in the investigation of any accident, injury or death occurring on city property including a complete written report to the City's representative within 24 hours following the occurrence.

12. The Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference with or annoyance to the public.

13. The Contractor shall not be permitted to store equipment or materials at any contracted work area.

14. All work shall be completed to the satisfaction of and under the supervision of the City's representative. Failure to comply with any requirement contained herein may result in suspension of work without time extension.

15. The Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.

16. Where work is in progress, each street shall be open to local traffic at all times unless prior arrangements have been made and approved by the City's representative and the City's Traffic Engineer.

SECTION A – IRRIGATION SYSTEM

A-1) Our intent is to have the water used to irrigate the areas included in this contract managed by the Contractor. A fulltime Irrigator, with knowledge of system operation and repair is required. Maintenance of all areas for proper moisture levels based on the plants' needs at different times of the year. All irrigation system maintenance shall be performed to insure plant health and vigor.

a. The entire irrigation system to include all components from connection at the meters to the sprinklers/dripper/bubblers shall be maintained in an operational state at all times. Contractor is required to notify City of major component failures within twenty-four (24) hours of occurrence.

b. Contractual irrigation systems inspections, adjustments and repairs shall include valves, electrical circuiting to valves, filter and filter screen cleaning main line maintenance, lateral line maintenance, sprinkler head height, nozzle spray pattern, nozzle cleaning and replacement, bubbler head adjustment, flush valve repair, cleaning and replacement, tree well repair; and drip emitter cleaning replacement, and removal and plugging if plant is not to be replaced.

c. Non-contractual irrigation repairs shall be approved first by the City. Parts will be billed at "cost plus 15%". All billings to the City shall be accompanied with an itemized invoice describing labor hours at the contract rate, materials costs with copies of material invoices from supplier(s), the location, date and time of the repair, and a work description of the repair.

d. All irrigation systems shall be tested, adjusted, and cleaned as often as necessary to guarantee proper moisture levels at all times.

e. The Contractor shall maintain a reasonable inventory of commonly required repair parts on service vehicle(s) in order to facilitate prompt irrigation system repairs.

f. All malfunctioning controllers, quick couplers, automatic valves and sprinkler heads must be repaired within eight (8) hours following identification and verbal notification to the City's Public Works Manager of the cost for the repair. All replacements shall be with the original type and model materials unless a substitute is approved by the City.

g. Contractor employees shall report and flag all water leaks and/or system malfunctions to irrigator for immediate repair.

h. The Contractor shall immediately turn off irrigation systems during periods of rainfall and at times when suspension or irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.

i. Washouts from irrigation failure issues onto sidewalks, pavement and/or into right-of-way shall be addressed in conjunction with repairs to the irrigation. Erosion and/or damages to the landscape shall be similarly addressed in conjunction with the repair.

SECTION B – PLANT CARE

B-1) All shrubs shall be selectively pruned as to maintain natural form. No hedging or shearing will be permitted, unless authorized. Dead branches and foliage shall be removed, as thinning cuts, as opposed to rounding the plant by tipping. When pruning shrubs that show evidence of disease; disinfect pruning equipment between jobs. Where disease is severe, disinfect pruning equipment in between cuts. Dead flower stalks shall be pruned from plants at the conclusion of flowering. If plants (such as agaves) die after flowering, Contractor will remove the entire plant and, if needed, shall repair the irrigation and backfill the hole. Major shrub pruning will take place at the optimum time for each plant and minor adjustments made as often as necessary to prevent sidewalk (horizontally and vertically to meet current ADA requirements), street and sign obstruction. Many perennials, grasses, and shrubs need to be cut back severely to control size and to look their best. This is often done just prior to the new spring growth surge. The Landscape Contractor shall render renewal pruning at appropriate times. For proper plant care follow the recommendations in Pruning, Planting & Care by Eric A. Johnson, published by Ironwood Press.

B-2) Hedging is Only When authorized. Rows of shrubbery shall be maintained as a hedge. Hedges shall be trimmed with mechanical hedge trimmers to maintain uniformity on all accessible sides. Hedges shall not be cut back to leafless, woody, growth, unless directed by the City.

B-3) Groundcovers may not be trimmed with hedge shears or mechanical hedgers. Hand pruners are to be used so that the appearance is as natural as possible.

B-4) Any plant material that dies for any reason other than as a result of vandalism must be replaced with like size, number and species within 5 working days.

SECTION C – TREE CARE

C-1) The Contractor is only responsible for tree work under fifteen {15) feet in height for safety and sucker control only. Palm trees less than fifteen (15) feet in height are the responsibility of the Contractor. Dead palm fronds and seedpods, however, shall be removed from trees less than fifteen {15) feet as they appear.

a. Trees shall be pruned as needed to remove broken or diseased branches, or for traffic and pedestrian safety. Sidewalk clearance will be eight feet and vehicular clearance fourteen {14) feet from grade. Trees must be maintained at seven (7) feet from playground equipment. Any broken, structurally unsound or detached limb is considered a hazard. Suckers will be removed as they appear.

b. When pruning trees that show evidence of disease; disinfect pruning equipment between jobs. Where disease is severe, disinfect pruning equipment in between cuts.

c. Any tree trimming performed at the request of the City shall be consistent with the current and applicable International Society of Arboriculture (ISA) guidelines, the American National Standards Institute (ANSI) standards to promote proper form, strength, health, and appearance consistent with the intended use. No trimming will be conducted without onsite inspection of City staff.

d. The Contractor shall be responsible for all tree staking. Ties will be monitored to prevent girdling. Remove ties and stakes as directed by the City. Broken stakes are to be removed and if appropriate, replaced. Stakes should not remain on the trees longer than 6 months. If the tree cannot stand upright once stakes are removed, the City will then determine whether or not to replace the stakes or remove the tree.

e. The Contractor shall be held responsible for any damages done to trees due to poor management and/or maintenance practices.

f. Any trees broken or damaged as a direct result of storm damage, wind, accident or vandalism shall be pruned and/or removed within 24 hours of notification and may be considered an Extra to the Contract. Any debris or low tree limbs blocking roadways, stop signs or parking areas shall be removed within one hour of notification to Contractor.

g. Failure(s) of any kind with regard a tree shall be reported immediately to the City.

SECTION D – WEED ABATEMENT

D-1) All areas are to be kept in a weed free condition at all times. Chemical control for any unwanted vegetation may be applied on an as-needed basis. Weeds growing in cracks on sidewalks, streets, or gutters adjacent to areas covered in this contract must be controlled with herbicides. Pre-emergent may be applied as needed. All chemical applications shall be done by a licensed applicator in accordance with all applicable Federal, State, and County laws and regulations.

SECTION E – INSECT, PEST, AND RODENT CONTROL

E-1) For safety reasons, sidewalks, decomposed granite pathways, parkways, playground safety surfaces, picnic areas, hardscape, turf and planter areas shall be inspected for the presence of insects, pests and rodents. The elimination of mounding and holes generated by insects, pests and rodents shall be included in the scope of services.

SECTION F – HARDSCAPE AND PATHWAY MAINTENANCE

F-1) Hardscape/pathway maintenance is defined to include the maintenance of any sidewalk, pathway, or concrete surface under the care of the Contractor to include the removal and disposal of dirt, mud, trash and debris and the maintenance of proper grades.

F-2) Hardscape shall be maintained so as to be free of debris. All debris shall be removed from the site and disposed of at the end of each day at a location the Contractor shall disclose to the City.

F-3) At no time shall any irrigation apparatus under the care of the Contractor be adjusted to spray upon, or flood, any hard scape element or pathway.

F-4) Decomposed granite and dirt pathways shall be maintained to be free of debris, ruts and depressions.

F-5) Pathways eroded by rain shall be restored and graded within one business day of the conclusion of inclement weather. Contractor shall use displaced materials in the restoration of eroded pathways.

F-6) The Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.

F-7) The Contractor shall report, in writing, any condition that presents a trip hazard to Pedestrians on any hardscape element under the care of the Contractor to the General Parks Maintenance Supervisor or designated representative.

Maintenance Services for City Landscapes
Cost Proposal

Proposer's Name: _____

To the Honorable Mayor and Members of the City Council:

The undersigned proposes to furnish all labor, materials, supplies, equipment, and/or services set forth herein, subject to all conditions outlined in the RFP, at the prices listed below:

I. Perform complete landscape maintenance of areas listed below and defined within the RFP on a bi-weekly basis.

District Zone Name	Square Footage	Monthly Cost	Annual Cost
Vista Del Rey	7,154		
La Paloma	10,488		
Tapestry	29,274		
Landau Homes	30,750		
Century Park	88,472		
Landau Manor	31,500		
Alicante	19,784		
Cimarron	12,894		
Santoro Estates	10,470		
Total Square Footage	240,786		

Total Monthly Maintenance Cost	**$**
Total Annual Maintenance Cost	**$**

II. Additional Services Pricing

At City's discretion, additional work may be paid for using the contractual hourly rate for labor related to landscaping services with a 15% mark up on materials or by using the unit pricing listed below.

Additional Laborer $_____per hour

Additional Irrigator $_____per hour

Additional Foreman $_____per hour

DISTRICT ZONE BOUNDARIES

1. **Vista Del Rey** is located south of 30th Avenue east of Date Palm Drive. Landscaping improvements maintained include the parkway on 30th Avenue associated with the development. **Square Footage:** 7,154

2. **La Paloma** is located on the northwest corner of 30th Avenue and DaVall Drive. Landscaping improvements maintained in this Zone include the parkways on 30th Avenue and on DaVall Drive associated with the development. **Square Footage:** 10,488

3. **Tapestry** is located at the southwest corner of 30th Avenue and Santoro Drive. Landscaping improvements maintained include the parkways on 30th Avenue and on Santoro Drive associated with the development. **Square Footage:** 29,274

4. **Landau Homes** is located south of 30th Avenue, north of Vega Road and west of Landau Boulevard. Landscaping improvements maintained include the parkway along the west of Landau Boulevard, between 30th Avenue and Vega Road. **Square Footage**: 30,750

5. **Century Parkway** is located off of 30th and Da Vall. Landscaping improvements include 30th Avenue to the north, DaVall Drive to the east, McCallum Way to the south, and Santoro Drive to the west. **Square Footage:** 88,472

6. **Landau Manor** is located south of Vega Road, north of McCallum Way, east of Keith Avenue and west of Landau Boulevard. Landscaping improvements maintained on Landau Boulevard's west side between Vega Road and McCallum Way. **Square Footage:** 31,500

7. **Alicante** is located in the northwest quadrant of the intersections of McCallum Way and San Eljay Drive. Landscaping improvements maintained include the parkways on the north side of McCallum Way from San Elajy west approximately 600 linear feet and parkways on the west side of San Eljay Drive from McCallum Way to Rosemont Road. **Square Footage:** 19,784

8. **Cimarron** is located in the northeast quadrant of the intersection of 30th Avenue and Santoro Drive. Landscaping improvements maintained include north side of 30th Ave (Santoro Drive to the east) and the east side of Santoro Drive (30th Ave to the north) **Square Footage:** 12,894

9. **Santoro Estates** is located in the southwest corner of Santoro Drive and Tortuga Road. The landscaping improvements include a landscaped parkway on the east side of Santoro Drive (from Tortuga Road south to the Cimarron Tract line just north of Borrego Road). In addition, the assessment, includes the landscape maintenance associated with a retention basin (on two (2) of the parcels) servicing this Zone. **Square Footage:** 10,470

City of Cathedral City
68-700 Avenida Lalo Guerrero
Cathedral City, Ca 92234
Ph. (760)770-0340

LLD ZONE 1
VISTA DEL REY

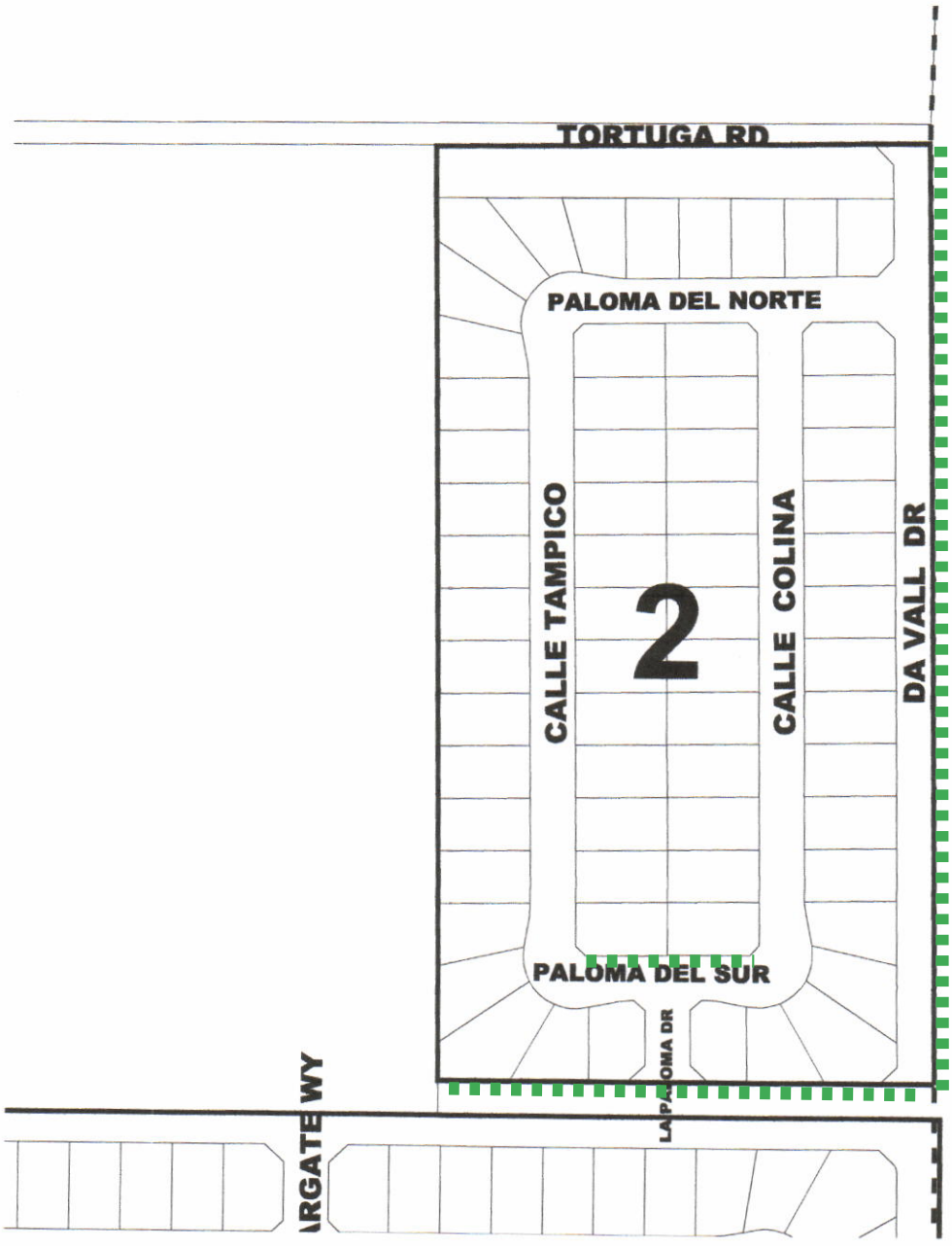
ENGINEERING DEPARTMENT

Date: 2/25/2008

Sheet: 1 of 1 Sheets

Designed By: *Robert Rodriguez*

LANDSCAPE MAINTEANCE AREA



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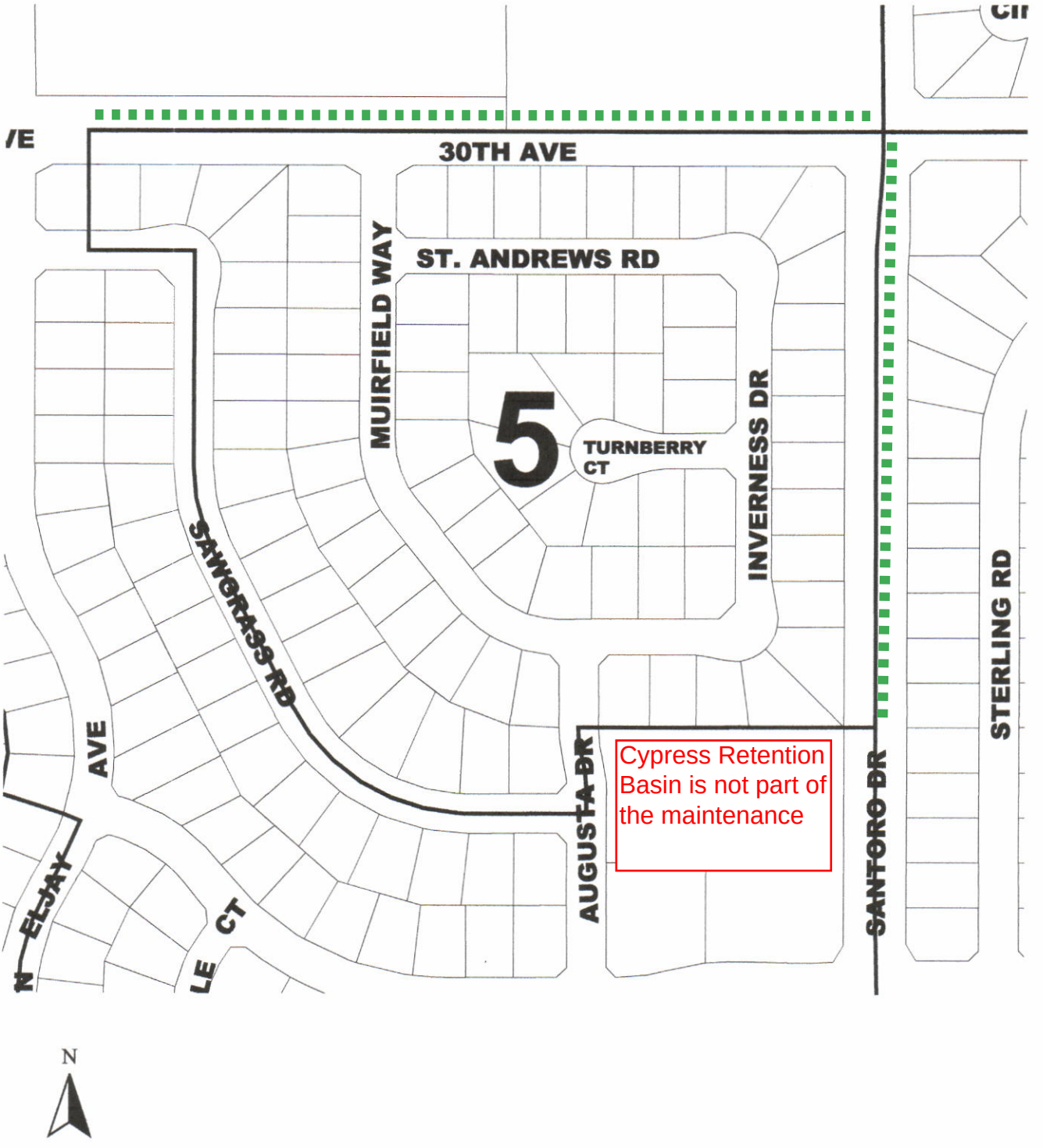
LLD ZONE 2
LA PALOMA

ENGINEERING DEPARTMENT

Date: 2/25/2008

Sheet: 1 of 1 Sheets

Designed By: *Robert Rodriguez*



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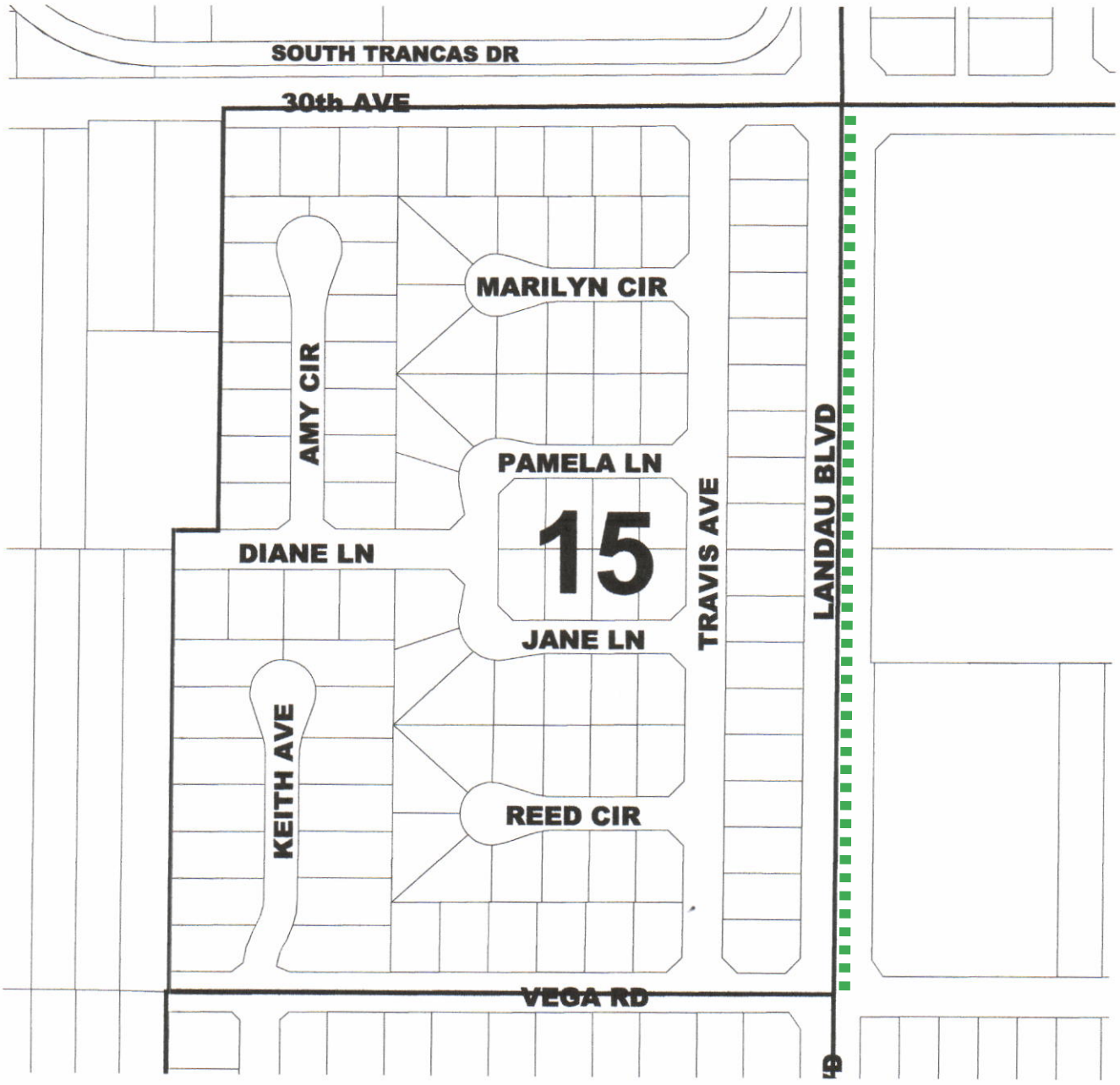
LLD ZONE 5
TAPESTRY

ENGINEERING DEPARTMENT

Date: 2/25/2008

Sheet: 1 of 1 Sheets

Designed By: *Robert Rodriguez*



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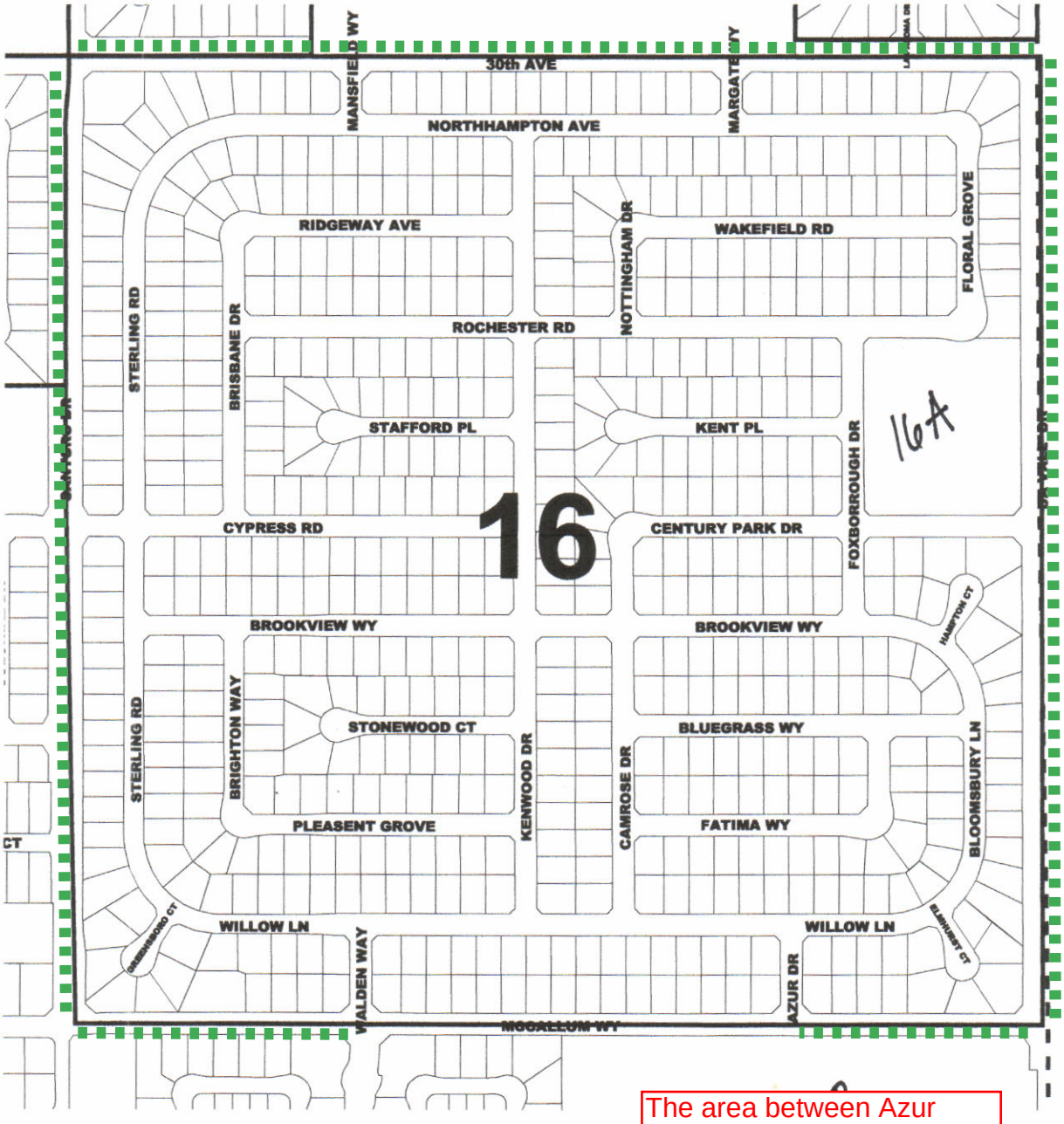
LLD ZONE 15
LANDAU HOMES

ENGINEERING DEPARTMENT

Date: 2/25/2008

Sheet: 1 of 1 Sheets

Designed By: *Robert Rodriguez*



The area between Azur Drive and Walden Way is not part of the mainteance

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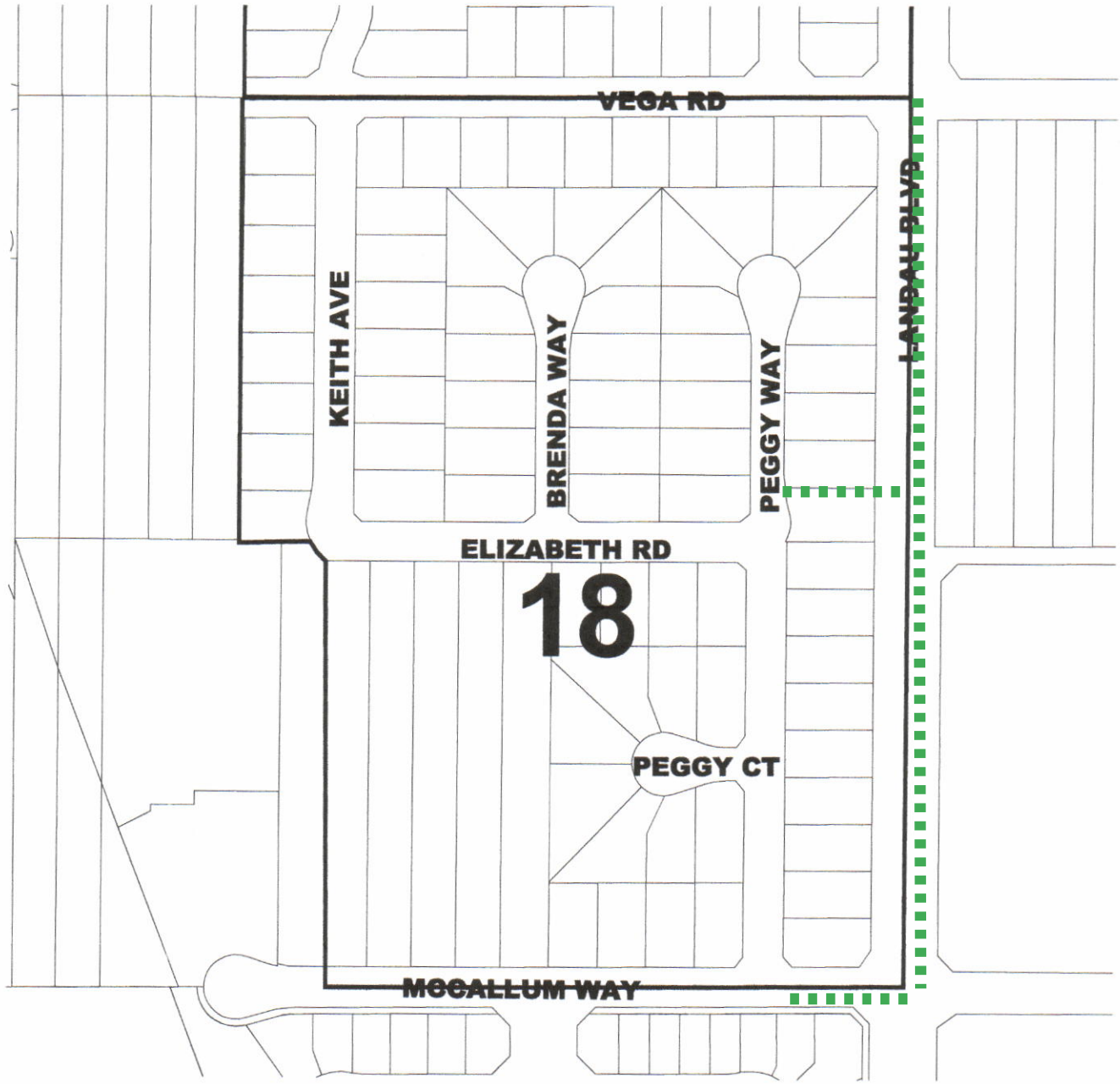
LLD ZONE 16
CENTURY PARK

ENGINEERING DEPARTMENT

Date: 2/25/2008

Sheet: 1 of 1 Sheets

Designed By: *Robert Rodriguez*



The walking path near Peggy Way is included in the maintenance

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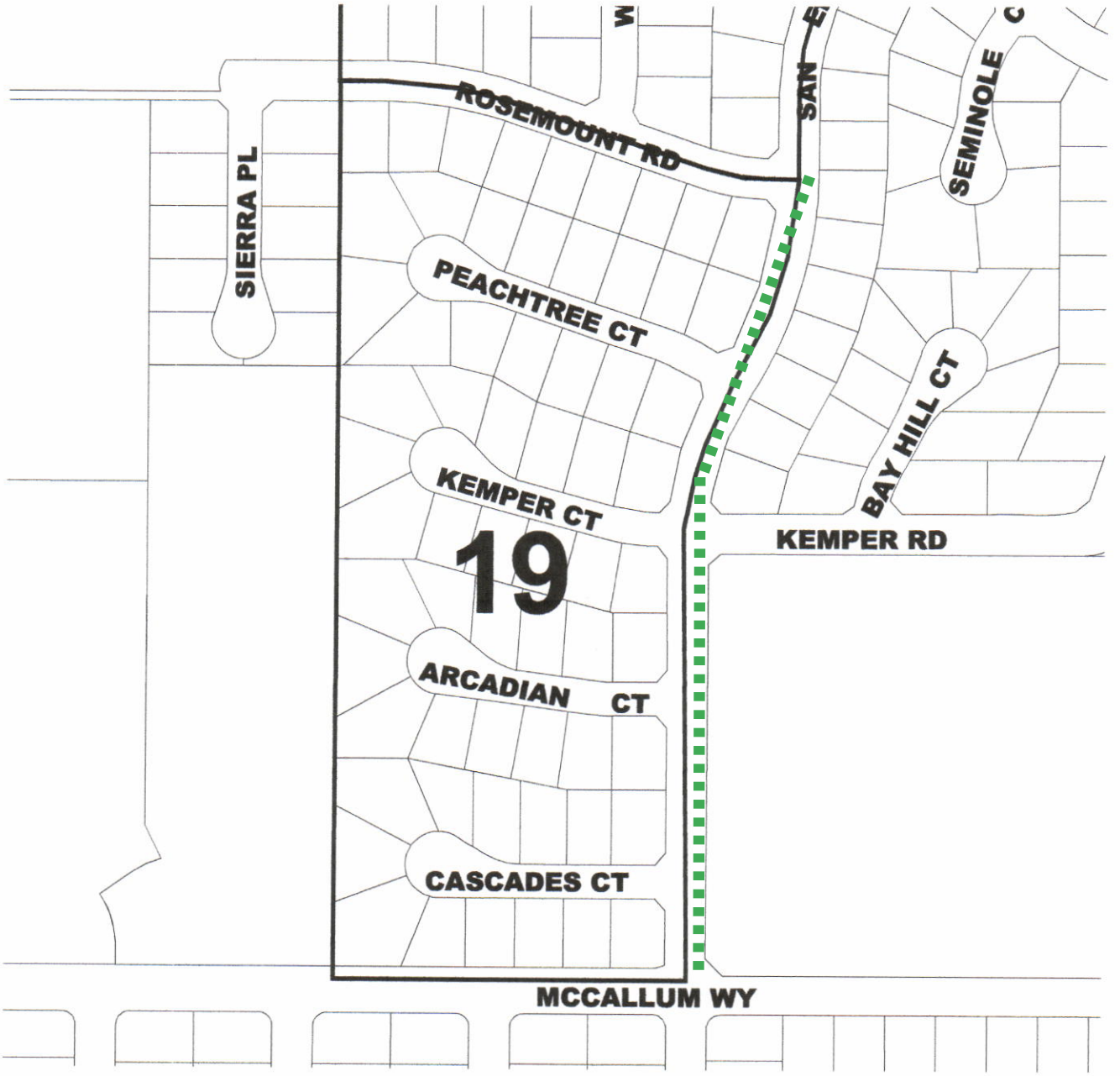
LLD ZONE 18
LANDAU MANOR

ENGINEERING DEPARTMENT

Date: 2/25/2008

Sheet: 1 of 1 Sheets

Designed By: *Robert Rodriguez*



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Cathedral City, Ca 92234
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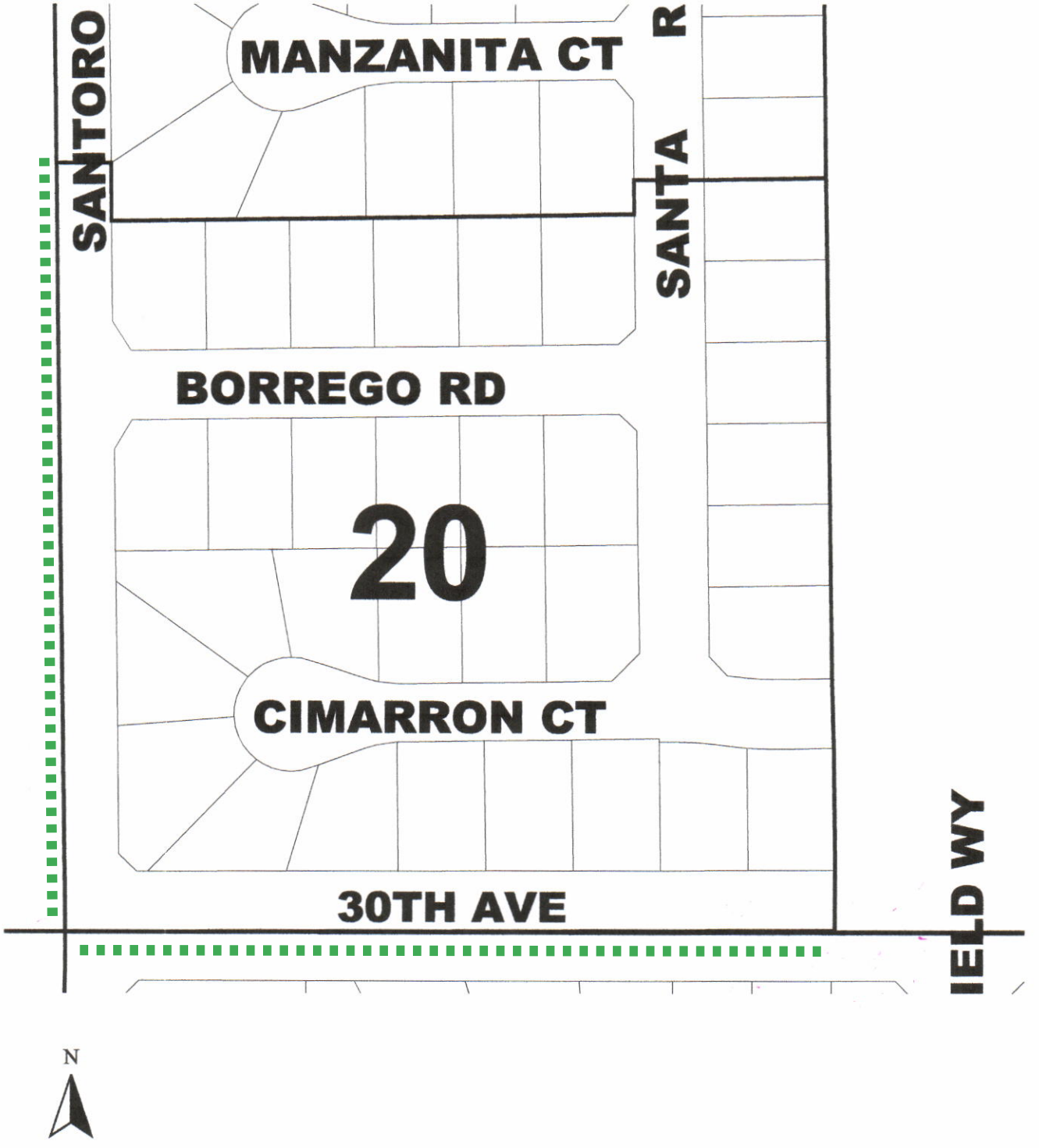
LLD ZONE 19
ALICANTE

ENGINEERING DEPARTMENT

Date: 2/25/2008

Sheet: 1 of 1 Sheets

Designed By: *Robert Rodriguez*



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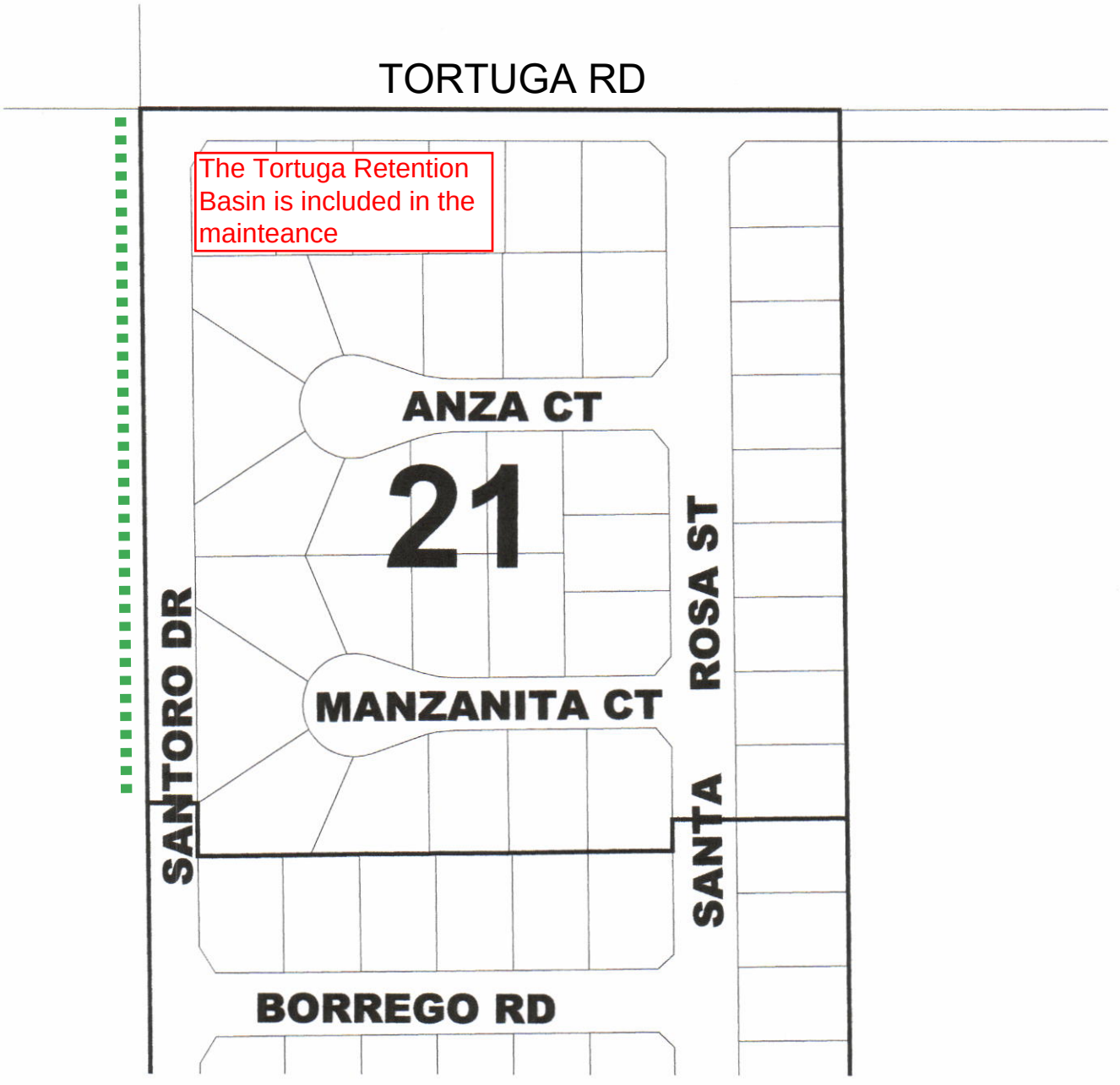
LLD ZONE 20
CIMARRON HOMES

ENGINEERING DEPARTMENT

Date: 2/25/2008

Sheet: 1 of 1 Sheets

Designed By: *Robert Rodriguez*



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LLD ZONE 21
SANTORO ESTATES

ENGINEERING DEPARTMENT

Date: 2/25/2008

Sheet: 1 of 1 Sheets

Designed By: *Robert Rodriguez*

AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES AS-NEEDED CONTRACT

BETWEEN
THE CITY OF CATHEDRAL CITY, CALIFORNIA
AND
("Contractor")

This Agreement for Landscape Maintenance As-Needed Services ("**Agreement**") is entered into as of ____, 2020 ("**Effective Date**") between the City of Cathedral City, a municipal corporation ("**City**") and _____ ("**Contractor**") (collectively the "**Parties**"). In consideration of the mutual promises and covenants made by the parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

SCOPE OF SERVICES

Term. Subject to the provisions of Section 8 [Termination] of this Agreement, the term of this Agreement is for twelve months with an option for an additional twelve months, commencing on the Effective Date ("**Term**").

Contractor Services. Subject to the terms and conditions of this Agreement, Contractor agrees to perform for City those services specified in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A" [Scope of Services] ("**Services**"). Contractor agrees to furnish, for the compensation provided for herein, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform and complete the Services. The Services shall be subject to inspection and approval by City. Contractor agrees to work closely with City staff in the performance of the Services and shall be available to City's staff and consultants at all reasonable times.

Extra Work. Contractor shall not be compensated for any work or services rendered in connection with its performance of this Agreement, which are in addition to or outside of the Services ("**Extra Work**"), except as expressly provided for herein. It shall be Contractor's responsibility to ensure that the scope and price of any Extra Work to be performed by Contractor is approved by City in writing in advance of Contractor's commencement of the Extra Work in accordance with Section 9.10 [Amendments] and Section 9.19 [Administration and Implementation]. City shall not be obligated to pay for or otherwise be liable for unauthorized Extra Work performed by Contractor.

General Warranty. Contractor warrants all Services under this Agreement (which for purposes of this Section shall be deemed to include unauthorized Extra Work which has not been removed and any non-conforming materials incorporated into the Services) to be of good quality and free from any defective or faulty material and workmanship. All

warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Services, whether express or implied, are deemed to be obtained by Contractor for the benefit of City, regardless of whether or not such warranties and guarantees have been transferred or assigned to City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of City.

Repair of Defects. Contractor agrees that for a period of one (1) year from and after final acceptance of the Services, or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later, Contractor shall within ten (10) days after being notified in writing by City of any defect in the Services or non-conformance of the Services, commence and prosecute with due diligence all work and services necessary to fulfill the terms of the warranty at its sole cost and expense. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work, facilities, fixtures, or materials damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, Contractor's obligation hereunder to correct defective Services shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Services. Contractor shall perform such tests as City may require to verify that any corrective actions are adequate to remedy the defective condition. In the event that Contractor fails to perform its obligations under this Section to the reasonable satisfaction of City, then City shall have the right to correct and replace any defective, non-conforming, or damaged Services at Contractor's sole expense. Contractor shall be obligated to fully reimburse City for any expenses incurred hereunder upon demand.

Contractor's Representative. Contractor hereby designates the representative named in Exhibit "D" [Representatives], or his or her designee, to act as its representative for the performance of this Agreement ("**Contractor's Representative**"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

COMPENSATION AND METHOD OF PAYMENT

Compensation. City shall pay to Contractor for non-disputed Services rendered the compensation set forth in Exhibit "C" [Compensation] attached hereto and incorporated herein by reference.

Payment of Compensation. Contractor shall submit monthly invoices together with an itemized statement of Services provided. The statement shall describe the Services provided, the percent of work completed by item, together with such other reasonable detail and supporting documentation as may be required by the City Manager,

or his/her designee. City will review the statement and pay, with the exception of any charges for work performed or expenses incurred by Contractor which are disputed by City, within 30 days of receiving such statement, all approved charges thereon. Payment by City shall release City from any further obligation for payment to Contractor, for Services performed or expenses incurred as of the date of the invoice. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defect in work performed by Contractor.

RESPONSIBILITIES OF CONTRACTOR

Control and Payment of Subordinates; Independent Contractor. Contractor agrees that all Services shall be performed by Contractor or under its supervision. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under the Contractor's exclusive direction and control. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, healthcare or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights. Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the Services. Contractor shall not permit any lien or claim to be filed or prosecuted against the City on any account of any labor or material furnished for the Services. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.

Standard of Care and Licenses. Contractor agrees that all Services shall be performed in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and warrants that it, its employees and subcontractors shall have sufficient skill and experience to perform the Services and that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained in good standing throughout the term of this Agreement. Contractor shall furnish the City copies of all licenses, permits and approvals for any individual working on City-owned equipment.

Required Corrections. Contractor shall perform, at its own expense and without reimbursement from the City, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care provided for herein.

Law and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services.

Safety. Contractor shall perform the Services, and maintain its work area, so as to avoid injury or damage to any person or property and shall otherwise exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

Labor Code and Prevailing Wage Requirements.

Apprenticeable Crafts. To the extent applicable, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

Hours of Work. Contractor shall comply with the legal days work and overtime requirements of Section 1813 of the Labor Code.

Payroll Records. In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Contractor shall make all such records available for inspection at all reasonable hours.

Prevailing Wage Laws. Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and any location where the Services are performed.

Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee

or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sexual orientation, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

INDEMNIFICATION

Indemnity. Except as to the sole negligence, active negligence, gross negligence or willful misconduct of City, Contractor expressly agrees to, and shall, indemnify, defend, release, and hold City, and its respective officials, officers, employees, agents, and contractors harmless from and against any Action, liability, loss, damage, entry, judgment, order, lien, and Costs and Expenses which arises out of, or are in any way related to, any act or omission of Contractor, or its officers, directors, employees, agents, or contractors, connected with the performance or failure to perform under this Agreement, notwithstanding that City may have benefited therefrom, or any challenge to this Agreement. This Section shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor's officers, directors, employees, agents and contractors, including but not limited to acts or omissions in any way related to, the release, treatment, use, generation, transportation, storage, or disposal in, on, under, to, or from the location at which work under this Agreement is performed of any Hazardous Substances by Contractor or its officers, directors, employees, agents, and subcontractors. The Parties expressly agree that any payment, or Costs and Expenses City incurs or makes to, or on behalf of, an injured employee under City's workers' compensation or other insurance, is included as a loss or Costs and Expenses for the purpose of this Section. City shall not be responsible for any acts, errors or omissions of any person or entity except City and its officers, agents, servants, employees or contractors. The Parties expressly agree that the obligations of Contractor under this Section shall survive the expiration or early termination of the Agreement.

Action. For purposes of this Agreement, "**Action**" shall mean any suit (whether legal, equitable, or declaratory in nature), proceeding or hearing (whether administrative or judicial), arbitration or mediation (whether voluntary, court-ordered, binding, or non-binding), or other alternative dispute resolution process, and the filing, recording, or service of any process, notice, claim, demand, lien, or other instrument which is a prerequisite or prelude to commencement of the Action.

Costs and Expenses. For purposes of this Agreement, "**Costs and Expenses**" shall mean all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a Party in good faith in the investigation, prosecution or defense of an Action, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorney's fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs, and any other costs or expenses, the award of which a court of competent jurisdiction may determine to be just and reasonable.

Hazardous Substances. For purposes of this Agreement, "Hazardous Substances" shall mean any and all of the following:

any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability arises for misuse, pursuant to the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601, *et seq*.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, *et seq*.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901, *et seq*.; the Toxic Substances Control Act, 15 U.S.C.S. §2601, *et seq.*; the Clean Water Act, 33 U.S.C. §1251, *et seq*.; the Insecticide, Fungicide, Rodenticide Act, 7 U.S.C. §136, *et seq*.; the Superfund Amendments and Reauthorization Act, 42 U.S.C. §6901, *et seq*.; the Clean Air Act, 42 U.S.C. §7401, *et seq*.; the Safe Drinking Water Act, 42 U.S.C. §300f, *et seq*.; the Solid Waste Disposal Act, 42 U.S.C. §6901, *et seq*.; the Surface Mining Control and Reclamation Act, 30 U.S.C. §1201, *et seq*.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001, *et seq*.; the Occupational Safety and Health Act, 29 U.S.C. §§655 and 657; the Hazardous Waste Control Act, California Health and Safety Code ("H.&S.C.") §25100, *et seq*.; the Hazardous Substance Account Act, H.&S.C.§25330, *et seq*.; the California Safe Drinking Water and Toxic Enforcement Act, H.&S.C. §25249.5, *et seq*.; the Underground Storage of Hazardous Substances, H.&S.C. §25280, *et seq.*; the Carpenter-Presley-Tanner Hazardous Substance Account Act, H.&S.C. §25300, *et seq*.; the Hazardous Waste Management Act, H.&S.C. §25170.1, *et seq*.; the Hazardous Materials Response Plans and Inventory, H.&S.C. §25001, *et seq*.; the Porter-Cologne Water Quality Control Act, Water Code §13000, *et seq*., all as they may from time to time be amended; and

any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability for misuse arises pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree due to its hazardous, toxic or dangerous nature.

RECORDS AND DOCUMENTS

Accounting Records.

Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all expenses incurred under this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Contractor pursuant to this Agreement. All such records shall be clearly identifiable.

Inspection and Copying. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this

Agreement. At no cost to City, Contractor shall provide copies of such documents or records directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services shall become the sole property of City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents

INSURANCE

Maintenance of Insurance. Prior to the beginning of and throughout the term of this Agreement, Contractor will maintain insurance in conformance with requirements established by City for the type of Services being performed. Contractor acknowledges that prior to the Effective Date of this Agreement, City provided to Contractor the applicable insurance requirements, a copy of which are attached hereto as Exhibit "F" [Insurance]. Contractor acknowledges that the insurance coverage and policy limits provided by City constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which are applicable to a given loss, will be available to the City.

Subcontractors Insurance. Contractor agrees to ensure that subcontractors, and any other party involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

Modification of Insurance Provisions. The City Manager may make reasonable amendments to the insurance requirements of this section, with the written concurrence of the Finance Director or Risk Manager, in accordance with Section 9.19 [Administration and Implementation] after considering the Scope of Services, potential liabilities, and the required level of insurance to adequately protect the City.

BONDS

Performance and Payment Bonds. If required by law or specifically required by City as set forth in Exhibit "E" [Bonds Required], attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with Contractor's

execution of this Agreement, but in no event later than the Effective Date of this Agreement, a Performance Bond and/or a Payment Bond in the amount of the total, not-to-exceed compensation indicated in Exhibit C, and in a form provided or approved by the City.

Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, without further notice from City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety.

Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

TERMINATION.

Termination by City. City may, by written notice to Contractor, terminate with or without cause, and without any prior notice of default or right to cure by Contractor, the whole or any part of this Agreement at any time and by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those non-disputed Services that have been adequately rendered to City, and Contractor shall be entitled to no further compensation.

Termination by Contractor. Contractor may, by written notice to City, terminate this Agreement based upon City's failure to timely cure a default under this Agreement as provided herein. At least forty-five (45) days prior to termination, Contractor shall provide City with a written notice specifying City's alleged default and providing City with a forty-five (45) day period to cure the default. Should City timely cure such default, the

Agreement shall continue. Should City fail to timely or adequately cure such default, Contractor may terminate this Agreement by issuance of written notice to City.

GENERAL PROVISIONS

Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

Liquidated Damages. The Parties agree that City has a legitimate interest in ensuring that Contractor provides the Services (including performance of all duties and responsibilities) required under this Agreement in a consistent and reliable manner, and that Contractor's failure to timely provide such Services or to provide them in an inadequate manner will cause City to suffer damages and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages or to calculate actual damages. Therefore, in addition to City's right to treat such non-performance as a material breach of, and to terminate, this Agreement, the Parties agree that liquidated damages, as provided herein, represent a reasonable estimate of the monetary damages that reasonably could be anticipated and that proof of actual damages would be costly or impractical. The Parties specifically confirm the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made. Therefore, in lieu of actual damages, Contractor is subject to payment of $500 per failure to perform, per day. City may, at its election. deduct any assessed liquidated damages from payment due, or that will become due, to Contractor from City.

Excusable Delays. Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance of failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of the Agreement.

Governing Law. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Riverside. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern Division of the Central District of California, located in Riverside, California.

Integration. This Agreement, including the attached Exhibits "A" through "F", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding.

Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Prohibited Interests. Contractor represents and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Amendments. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contractor and City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Cathedral City Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for amendments or modifications to be in writing cannot be waived and that any attempted waiver shall be void.

No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

Delivery Of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be given to the respective parties at the addresses listed in Exhibit "D", or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party or any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees and Costs and Expenses, in addition to any other relief to which it may be entitled.

Subcontracting. Contractor shall not subcontract any portion of the Services, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions of this Agreement.

Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

Authority To Execute. The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

Administration and Implementation. This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 9.10 [Amendment] and the City Manager's contracting authority under the Cathedral City Municipal Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF CATHEDRAL CITY

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Tracey R. Martinez, CMC
City Clerk

APPROVED AS TO FORM:

_____
Eric S. Vail, City Attorney

CONTRACTOR:

_____

By: _____

Its: _____

_____

By: _____

Its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
COUNTY OF RIVERSIDE)

On _____, 2020, before me, _____,
Date — Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

¨ Individual
¨ Corporate Officer

_____
Title(s)

¨ Partner(s) ¨ Limited ¨ General

¨ Attorney-In-Fact
¨ Trustee(s)
¨ Guardian/Conservator
¨ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
COUNTY OF RIVERSIDE)

On _____, 2020, before me, _____,
Date — Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

¨ Individual
¨ Corporate Officer

_____
Title(s)

¨ Partner(s) ¨ Limited ¨ General

¨ Attorney-In-Fact
¨ Trustee(s)
¨ Guardian/Conservator
¨ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT "F"

INSURANCE REQUIREMENTS FOR CITY OF CATHEDRAL CITY

The City requires a certificate of insurance, including an underwriter's endorsement, prior to commencement of the Services.

The insurance policies are to include additional endorsements that contain the following provisions:

1. That the City of Cathedral City and its respective elected officials, officers, employees, agents and representatives are additional insureds under the policy;

2. The policies are primary and non-contributory to any insurance that may be carried by City;

3. The City is entitled to thirty (30) days' prior written notice of cancellation, material reduction, or non-renewal of the policy or policies.

4. The insurance shall be carried only by responsible insurance companies that have rated "A-" and "V" or better by the A.M. Best Key Rating Guide, that are licensed to do business in the State of California. City will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

Only the following "marked" requirements are applicable:

__X__ Commercial General Liability (CGL): Insurance written on an occurrence basis to protect Contractor and City against liability or claims of liability which may arise out of this Agreement in the amount of one million dollars ($1,000,000) per occurrence and subject to an annual aggregate of two million dollars ($2,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. additional insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

__X__ Vehicle Liability Insurance: Contractor shall also procure and shall maintain during the term of this Agreement vehicle liability insurance in an amount not less than $1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than one million dollars ($1,000,000) for each accident, and property damage insurance in an amount of not less than one million dollars ($1,000,000).

EXHIBIT “B”

SCHEDULE OF PERFORMANCE

Contractor to perform routine items of work as included in the Scope of Services.

EXHIBIT “C”

COMPENSATION

(Insert Cost Proposal)

EXHIBIT "D"

REPRESENTATIVES

CITY'S REPRESENTATIVE

City of Cathedral City
Engineering Department
Attn: John A. Corella, P.E., City Engineer
68-700 Avenida Lalo Guerrero
Cathedral City, California 92234
Phone: (760) 770-0327
Fax: (760) 202-1460
Email Address: jcorella@cathedralcity.gov

CONTRACTOR'S REPRESENTATIVE

(Contractor)
Attn:___
Address:_____
Phone: _____
Fax: _____

EXHIBIT “E”

BONDS REQUIRED

“No Bonds Required”

__X__ **Workers' Compensation Insurance:** For all of Contractor's employees who will provide Services under this Agreement and to the extent required by applicable state or federal law, Contractor shall keep in full force and effect a Workers' Compensation policy that includes a minimum of one million dollars ($1,000,000) of employers' liability coverage. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against City by a bona fide employee of Contractor participating under this Agreement, Contractor is to defend and indemnify the City from such claim.