



April 27, 2020

SUBJECT: NOTICE INVITING BIDS ("NIB") No. 20-061SB

SECTION I

INVITATION

The City of Corona Administrative Services, Purchasing Division ("City") invites bids from qualified vendors for:

Landscaping Maintenance for Area 2 Zone 10 in the City of Corona

Parties interested in obtaining a copy of this NIB 20-061SB may do so by registering with PlanetBids as a vendor at <http://coronaca.gov/i-want-to/rfp-posts-list>. Registered vendors can download a copy of this NIB 20-061SB and receive addenda and notifications when issued.

Please read this entire NIB package, paying particular attention to due dates, the Instructions to Bidders, Technical Specifications, and Bid Content and Forms. Bids must contain all requested information and forms and must be signed by an authorized agent of the offering company, in order to be considered responsive.

Closing: Bids shall be submitted at or before 3:00 P.M., May 20, 2020 through PlanetBids Vendor Portal. It is the Contractor's responsibility to allow sufficient time to complete and submit its proposal, including all required documentation required by this NIB, prior to the Bid Due deadline.

Award of Contract: The City shall award a Contract for the Project to the lowest responsive, responsible bidder. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids.

Contractors are solely responsible for submitting their electronic bids on time. The City will only consider bids that have transmitted successfully and have been issued a time stamped confirmation number from PlanetBids indicating that the Proposal was successfully submitted. **Transmission of Bids by any other means will not be accepted.**

Contractors are solely responsible for informing themselves, with respect to proper usage, of the online bid management system PlanetBids, for ensuring the capability of their computer system to upload the required documents, and for the reliability of their internet services. Failure to successfully submit an electronic Bid is the Contractor's sole risk and no relief will be given for late and/or improperly submitted Bids.

Contractors experiencing any technical difficulties with the bid submission process may contract PlanetBids Support at (818) 992-1771 or, if you continue to experience difficulty, contact City of Corona Purchasing Division at (951) 736-2274. Neither the City, nor PlanetBids, make any guarantees or assurances as to the timely availability of assistance, or resolution of any given issue, prior to the submission date and/or time.

Issuance of this NIB and/or receipt of bids does not commit City to award a contract.

Signed,

Scott Briggs
Purchasing Specialist V
City of Corona | Administrative Services Department
Phone: (951) 736-2369
Email: Scott.Briggs@coronaca.gov

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SECTION I

INVITATION

The City of Corona Administrative Services Department (City) invites bids from qualified firms for:

**Landscaping Maintenance for Area 2 Zone 10 in the City of
Corona**

Please read this entire NIB package, and include all requested information and forms in your bid. Bids must be signed by an authorized agent of the company submitting a bid to be considered responsive.

**CITY INSURANCE REQUIREMENTS HAVE BEEN UPDATED.
REFERENCE INSURANCE REQUIREMENTS ACKNOWLEDGMENT FORM
IN SECTION IV AND SAMPLE AGREEMENT IN SECTION V,
SUBSECTION 3.2.10 INSURANCE, ET SEQ.**

**Tentative NIB Schedule
(Subject to change at City’s discretion)**

1. Issue NIB	April 27, 2020
2. Advertise in Sentinel Weekly	April 29, 2020
3. Written Questions from Contractors Due	May 8, 2020; 10:00 A.M.
4. Responses from City Due	May 13, 2020
5. Bids Due (Date & Time)	May 20, 2020; 3:00 P.M.
6. Bid Evaluation Completed	May 27, 2020
7. Contractor Selection	May 28, 2020
8. Request for Council Action Date	June 1, 2020
9. Council Approval	June 17, 2020
10. Contractor Award	June 18, 2020

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SECTION II.

INSTRUCTIONS TO BIDDERS

A. Pre-Bid Meeting

A pre-bid meeting is not required.

B. Examination of Bid Documents

1. By submitting a bid, Bidders represent that they have thoroughly examined and become familiar with the items required under this NIB and that they are capable of quality performance to achieve the City's objectives.
2. The City reserves the right to remove from its mailing list for future NIBs, for an undetermined period of time, the name of any Contractor for failure to accept a contract, failure to respond to two (2) consecutive NIBs and/or unsatisfactory performance. Please note that a "No Bid" is considered a response.

C. Addenda

Substantive City changes to the requirements contained herein will be made by written addendum to this NIB. Any written addenda issued pertaining to this NIB shall be incorporated into the terms and conditions of any resulting Purchase Order and/or Contract. Copies of all Addenda will be furnished through the City's electronic bidding system, PlanetBids, no later than 72 hours prior to the bid Due Date and Time. Contractors shall access any and all Addenda from the electronic bidding system's Addenda & Email tab of this NIB. The City shall not be bound to any modifications to or deviations from the requirements set forth in this NIB as the result of oral instruction or communication.

All registered vendors with a status of either bidder or non-bidder that have downloaded a copy of this NIB and supporting documents will be notified by a system generated email from PlanetBids when an Addendum has been issued. It is the sole responsibility of contractor to ensure they have received all addenda prior to submitting a bid. To this end, each contractor should contact the City's Purchasing Division prior to the bid due date to verify receipt of all Addenda issued. Contractors shall acknowledge receipt of all Addenda when submitting their electronic bids.

D. Clarifications

1. Examination of Documents

Should a Bidder require clarifications of this NIB, the Bidder shall notify the City, through PlanetBids, in writing in accordance with Section D.2 below. Should it be found that the point in question is substantive and is not clearly and fully set forth, the City shall issue a written addendum clarifying the matter which shall be sent to all those registered through PlanetBids who have downloaded documents of this NIB and will be posted on PlanetBids.

2. Submitting Requests

Contractor shall submit all questions, clarifications or comments through the City's PlanetBids electronic bidding system:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=39497>

utilizing the Questions & Answers tab. Contractor questions must be submitted no later than **10:00 A.M., May 8, 2020**. Please note the City's electronic bidding system will not allow inquiries to be submitted after this date and time.

3. City Responses

- a. Responses from the City will be communicated in writing by way of addendum in accordance with Section C above. The City shall not be bound to any modifications to or deviations from the requirements set forth in this NIB as the result of any oral instruction.
- b. The Tentative Schedule may change at any time. Any and all changes to the Tentative Schedule will be made by way of addendum. If an Addendum is issued less than 72 hours before the proposal due date and time, the proposal due date will be extended.

E. Submission of Bids

1. Date and Time

All bids are to be submitted electronically through the City's PlanetBids electronic bidding system no later than **May 20, 2020, 3:00 P.M.**

2. Acceptance of Bids

- a. The City reserves the right to accept or reject any and all bids, or any item or part thereof, or to waive any informalities or irregularities in bids.
- b. The City reserves the right to withdraw this NIB at any time without prior notice and the City makes no representations that any contract will be awarded to any Bidder responding to this NIB.

- c. The City reserves the right to postpone bid opening for its own convenience.

F. Bid Withdrawal.

Electronic bids may be withdrawn prior to the date and time set forth in Section E.1 above. When paper copy bids are allowed, a proposal may be withdrawn by the Contractor only by means of a written request signed by the Contractor or its properly authorized representative. Such request must be received by Scott Briggs, Purchasing Specialist V, at scott.briggs@coronaca.gov before the bid due date and time. After that time, contractors may not withdraw their bids, whether electronic or paper, for a period of ninety (90) days from the Bid Submittal Deadline. At no time may the successful contractor(s) withdraw their bid(s).

G. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Bidder in:

1. Preparing its bid in response to this NIB;
2. Submitting that bid to City; or
3. Negotiating with City on any matter related to the bid; or
4. Any other expenses incurred by the bidder prior to date of award, if any.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by bidders in the preparation of its bid. Bidders shall not include any such expenses as part of their bid.

H. Award Process

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Agreement and supply the City with all of the required documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the contract time will begin to run ten (10) calendar days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certification from the successful bidder, the City shall issue a Notice to Proceed to that Bidder.

I. Acceptance of Order

The successful bidder will be required to accept a Purchase Order and/or execute a written Agreement (if a Form of Agreement is included in this NIB) in accordance with and including as a part thereof this NIB, including all requirements, conditions

and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement. The successful bidder shall be bound to accept all NIB requirements and terms and conditions of the Form of Agreement.

J. Force Majeure

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the successful Bidder, the successful Bidder shall notify the City, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

K. Laws Governing Contract

This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Riverside, in state of California. The parties further stipulate that the county of Riverside, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

L. Primary Bidders

No person, organization, or corporation is allowed to make, submit, or be interested in more than one Bid unless in a sub-contractual relationship with respect to the Bids. A person, organization or corporation submitting sub-bids or quoting prices on materials to Bidders is prevented from submitting a Bid to the City as a primary bidder.

M. Special Provisions for Services

1. Accessibility. The contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. He shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.
2. Authority of the City of Corona. Subject to the power and authority of the City as provided by law in this contract, the City of Corona shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.
3. Substitution of Securities for Retained Funds. The contractor shall be permitted to substitute securities for **any** monies withheld by the City of

Corona to ensure performance under this contract, such substitution to be subject to the limitations and requirements of Public Contract Code Part 5, §22300.

4. City of Corona Business License. The successful bidder(s) and any sub-contractors are required to obtain a City of Corona Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a bid. Inquiries regarding Business License may be answered by visiting the following link: <https://corona.hdlgov.com/Apply/GettingStarted/BusinessLicense> or calling (951) 736-2275.
5. Changes in Work. The City may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the City. Changes in work and the amount of compensation to be paid to the contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted.
6. Clean-up. During performance and upon completion of work on this project contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the City.
7. Compliance With OSHA. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the City harmless for any failure to so conform.
8. Prevailing Wage. Refer to Section V, Form of Agreement, Section 3.3.5 for Prevailing Wage requirements.
9. Contract Incorporation. This contract embodies the entire contract between the City and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the bid solicitation, all addenda, all of Bidder's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

10. Cooperation Between Contractors. The City reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.
11. Coordination with Agencies. The contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.
12. Damage. The contractor shall be held responsible for any breakage, loss of the City's equipment or supplies through negligence of the contractor or his employee while working on the City's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the City any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.
13. Examination of Specification and Site. Bidder is expected to carefully examine the site of the proposed work and all bid specifications, documents, and forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.
14. Independent Contractor. In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of City.
15. Insurance Requirements. Within ten (10) consecutive calendar **days** after the notice of award of contract, the successful Bidder shall furnish the City with

the Certificates of Insurance evidencing coverage as specified in Section V, Form of Agreement, Section 3.2.10 et seq. for Insurance requirements and naming the City of Corona, its officers and agents, additional insured by endorsement. Failure to furnish the required certificates within the time allowed may result in forfeiture of Bidder's Bid Security.

16. Measurements. It is the responsibility of the Bidder to make all measurements to determine his bid price. The City will not be responsible for determining the quantities of materials necessary to complete the work specified.
17. Permits. Unless otherwise specified herein, Contractor shall at his or her expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the City from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

18. Protection of Public. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.
19. Rejection of Work. Contractor agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.
20. Unknown Obstructions. Should any unknown obstruction be encountered during the course of this contract the contractor immediately bring it to the attention of the City. The contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.

N. Filing of Bid Protests

Contractors may file a "protest" of a Bid with the City's Purchasing Manager. In order for a Bidder's protest to be considered valid, the protest must:

1. Be filed in writing within five (5) calendar days after the bid due date;
2. Clearly identify the specific irregularity or accusation;
3. Clearly identify the specific City staff determination or recommendation being protested;

4. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
5. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, the Purchasing Manager or other designated City staff member, shall review the basis of the protest and all relevant information. The Purchasing Manager will provide a written decision to the protestor.

O. Local Bidder Preference Program

This bid shall be subject to the City's local bidder preference program. To qualify, bidders must be a "local business" with: (i) fixed facilities with one or more employees, which may include a sole proprietor, located at an address within City limits (a post office box alone is insufficient); and (ii) an appropriate City business license/permit. Bidders seeking to qualify for this local program shall provide supporting information and certify in writing that they meet the above requirements as part of the bid submittal.

A qualifying local business shall be entitled to a reduction of five percent (5%) in the tabulation of its bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by law.

The Local Program shall be applicable to only purchases of materials, supplies, and equipment as well as contracts for maintenance work and other general services projects, which are competitively bid, and which involve an expenditure of two-hundred thousand dollars (\$200,000) or less. For recurring purchases, the Local Program shall be applicable only to the City's first two-hundred thousand dollars (\$200,000) worth of such purchases for any fiscal year, as determined by city staff in its sole discretion.

The Local Program shall also establish a preference for the purchase of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid, and which involve an expenditure of more than two-hundred thousand dollars (\$200,000). Such preference shall allow the City to take into consideration the net sales tax to be returned to the City as a result of an award to a qualifying Local Business in determining the lowest responsive and responsible bidder. The net sales tax shall be calculated based on the applicable bid price provided by the bidder in accordance with the City's purchasing policy.

P. Public Records

Responses (bids) to this Notice Inviting Bids (NIB) and the documents constituting any contract entered into thereafter become the exclusive property of the City and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City's use and disclosure of its records are governed by this Act.

Those elements in each bid which bidder considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by proposer. The City will use its best efforts to inform bidder of any request for disclosure of any such document. The City, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the bidder considers exempt from disclosure, the City will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City is required to defend an action arising out of a Public Records Act request for any of the contents of a bidder's proposal marked "Confidential", "Proprietary", or "Trade Secret", bidder shall defend and indemnify the City from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, bidders are instructed to enclose all "Confidential, "Proprietary," or "Trade Secret" data in separate sealed envelopes, which are then included with the bid documents. Because the bid documents are available for review by any person after award of a contract resulting from an NIB, the City shall not in any way be held responsible for disclosure of any "Confidential," Proprietary," or "Trade Secret" documents that are not contained in envelopes and prominently marked.

Q. Term of Contract

The Initial Purchase Order Period shall be effective on or about July 1, 2020 through June 30, 2021. Bid prices shall remain effective and in force for the entire Initial Purchase Order Period.

The Initial Contract term shall be effective on or about July 1, 2020 through June 30, 2021.

The City may elect to exercise an extension to renew this contract for an additional five (5), one (1) year terms.

1) The first optional extension will be for twelve (12) months from July 1, 2021 through June 30, 2022.

2) The second optional extension for twelve (12) months will be from July 1, 2022 through June 30, 2023.

3) The third optional extension for twelve (12) months will be from July 1, 2023 through June 30, 2024.

4) The fourth optional extension for twelve (12) months will be from July 1, 2024 through June 30, 2025.

5) The fifth optional extension for twelve (12) months will be from July 1, 2025 through June 30, 2026.

Contract Renewal: The Contract may be extended by the City for up to five (5) consecutive one (1) year option renewal periods under the terms and conditions of the original contract, upon execution of an Amendment to the Contract by both parties. Should the City elect to exercise the option to extend this agreement for an additional one (1) year period, the Parties shall negotiate pricing for such period prior to commencement of the additional one-year period. Negotiated price increases during the additional one (1) year period shall not exceed the percentage change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Riverside San Bernardino Ontario, CA" (CPI) for the most recent twelve months for which statistics are available. This method of price negotiation shall apply to each extension period exercised."

Actual option year pricing shall be negotiated with the successful Bidder(s) prior to exercising of any given option year. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

R. Safety Requirements/OSHA Violations

Safety at the Project site during performance of the work is of paramount concern to the City. Accordingly, Contractors must not have committed any serious violations within the last two (2) years or any willful violations within the last five (5) years of federal or state OSHA regulations.

Contractors must identify the number of OSHA violations on the CONTRACTOR'S INDUSTRIAL SAFETY RECORD form. Any serious or willful violation falling within the timeframes noted above may render a bid as non-responsive

responsive. We strongly encourage full disclosure, since failure to identify all violations on the CONTRACTOR'S INDUSTRIAL SAFETY RECORD form may result in rejection of the bid as non-responsive or the Contractor non-responsible following a hearing.

A citation properly appealed through OSHA is not considered to be a violation until the matter is closed and considered final by OSHA. The City still expects this information to be disclosed by the Contractor with an explanation and documentation showing that the matter is properly under appeal with OSHA and not considered closed or final. Failure to be forthcoming with this information may result in rejection of the bid as non-responsive. Notwithstanding the preceding, the City may waive this criterion in its sole and absolute discretion.

SECTION III.

SCOPE OF WORK

SECTION IV.

BID CONTENT AND FORMS

A. LICENSING AND CERTIFICATION REQUIREMENTS

By submitting a bid, bidder warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this NIB are currently held by bidder and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in bidder's response. **Bids lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

B. BID / PRICE FORMS

Bidder shall complete the Bid / Price Form in its entirety including: 1) all items listed and total price; 2) all additional costs associated with performance of specifications; and 3) Contractor's identification information including a binding signature.

Bidder shall state cash discounts offered. Unless discount payment terms are offered, payment terms shall be "Net 30 Days". Payment due dates, including discount period, will be computed from date of City acceptance of the equipment or materials or of a correct and complete invoice, whichever is later, to the date City's check is mailed. Any discounts taken will be taken on full amount of invoice, unless other charges are itemized, and discount thereon is disallowed.

All prices shall be quoted F.O.B. destination, Corona, California. All shipping, handling and freight charges must be included in cost.

C. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

Forms to be returned with Bid response:

- Y Bid/Price Form
- Y Non-Collusion Declaration
- Y Local Bidder Preference Program Statement (ONLY IF APPLICABLE)
- Y Experience Statement
- Y Designation of Sub-Contractors
- Y Contractor's Industrial Safety Record Form
- Y Information Required of Contractors
- Y Contractor's Certificate Regarding
Workers' Compensation
- Y Acknowledgment of The Terms And Conditions Of The City Of Corona
Maintenance/General Services Agreement

- Y Acknowledgement of the Vendor Performance Evaluation Form
- Y Insurance Requirements Check Sheet
- Y Acknowledgement of Purchase Order Terms and Conditions

BID / PRICE FORM

NOTICE INVITING BIDS:

NIB No. 20-061SB

DESCRIPTION OF NIB:

Landscaping Maintenance for Area 4 in the City of Corona

BIDDER'S NAME/ADDRESS:

NAME/TELEPHONE NO. OF AUTHORIZED
REPRESENTATIVE

Please provide Firm Fixed pricing and any other incidental or additional costs required in the spaces provided below to complete the Technical Specifications requirements. Please check your calculations before submitting your bid; the City is not responsible for Contractor miscalculations.

NOTE: bids submitted on forms other than those provided herein may cause rejection of the bid as non-responsive.

Material & Equipment		Unit Price	Quantity	Extended Price
	Membrane Material (tax included)		322	
	Additional Materials		1	
	Freight	LS	1	
On-Site Installation Inspection				
	Flat Fee	LS	1	

As described in Section III. "Technical Specifications", the City reserves the option to purchase additional membranes at the rates set forth in this Bid/Price Form.

In the event that bidder intends to bid zero-dollar value for any item shown in the Bid/Price Form, bidder shall enter "zero" or "0" in the space provided for price or cost. With the exception of "Reason(s) for No Bid", all spaces in the Bid/Price Form shall be filled in by bidders. City reserves the right to reject as non-responsive any or all bids containing blank spaces.

Bidder shall complete the following required information:

Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.

Are there any other additional or incidental costs which will be required by your firm in order to meet the requirements of the Technical Specifications? Yes / No . (circle one). If you answered “Yes”, please provide detail of said additional costs: _____

Please indicate any exceptions to or deviations from the NIB Requirements here.

Have you included in your bid all informational items and forms as requested? Yes / No . (circle one). If you answered “No”, please explain: _____

This offer shall remain firm for 90 days from NIB close date.

Terms and conditions as set forth in this NIB apply to this bid.

Cash discount allowable _____ % _____ days; unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this bid, Bidder warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this NIB. Below, please indicate all Addenda to this NIB received by your firm, and the date said Addenda was/were received. It is the bidder’s responsibility to ensure that all addendums are received. Failure to acknowledge receipt of addenda may cause the City to reject the bid as non-responsive.

Verification of Addenda Received

Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

COMPANY NAME & ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

IF SUBMITTING A "NO BID", PLEASE STATE REASON(S) BELOW:

NON-COLLUSION DECLARATION
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

The undersigned declares:

I am the _____ [title] of
_____ [bidder], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, plotted, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date],
at _____ [city], _____ [state].

Signature

Typed or Printed Name

Title

Party Submitting Bid

ACKNOWLEDGMENT

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.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
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 _____ (Seal)

LOCAL BIDDER PREFERENCE PROGRAM STATEMENT
To Be Submitted with Bid

This bid shall be subject to the City of Corona local bidder preference program. To qualify, bidders must be a “local business” with: (i) fixed facilities with one or more employees, which may include a sole proprietor, located at an address within City limits (a post office box alone is insufficient); and (ii) an appropriate City business license/permit. Bidders seeking to qualify for this local program shall provide supporting information and certify in writing that they meet the above requirements as part of the bid submittal.

A qualifying local business shall be entitled to a reduction of five percent (5%) in the tabulation of its bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by law.

The Local Program shall be applicable to only purchases of materials, supplies, and equipment as well as contracts for maintenance work and other general services projects, which are competitively bid and which involve an expenditure of two-hundred thousand dollars (\$200,000) or less. For recurring purchases, the Local Program shall be applicable only to the City’s first two-hundred thousand dollars (\$200,000) worth of such purchases for any fiscal year, as determined by city staff in its sole discretion.

The Local Program shall also establish a preference for the purchase of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid and which involve an expenditure of more than two-hundred thousand dollars (\$200,000). Such preference shall allow the City to take into consideration the net sales tax to be returned to the City as a result of an award to a qualifying Local Business in determining the lowest responsive and responsible bidder. The net sales tax shall be calculated based on the applicable bid price provided by the bidder in accordance with the City’s purchasing policy.

Local Bidder Preference Qualifications: (Bidder–provide the following information)

Bidder’s Name

Address of Bidder within City limits
(a post office box does not qualify)

Bidder’s City of Corona business license number _____

I hereby certify that I qualify for the City of Corona Local Bidder Preference Program.

Signature of Bidder

**EXPERIENCE STATEMENT
To Be Submitted with Bid**

List at least three references for work of a similar nature performed within the last three years.

I hereby certify that I have performed the work listed below.

Signature of Bidder

Project Client	Description of Bidder's Work	Period of Performance	Contact Name & Phone

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California (PCC section 4100 et seq.), each bidder shall set forth below: (a) the name and the location of the place of business and (b) the license number and the DIR registration number, and (c) the portion of the Work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the Work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the Work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If Contractor is fully qualified to perform a portion of the Work listed below and will perform such Work, Contractor shall circle "yes" under the "will you be self-performing" column below. Otherwise, if no subcontractor is specified for a portion of the Work or if more than one subcontractor is specified for the same portion of Work, and if that portion of Work is in excess of the amounts described in the paragraph above), then the Contractor shall be deemed to have agreed that it is fully qualified to perform that portion of Work and that it shall perform that portion itself.

If the "PCC 3400(c)" column states "yes" below, then please take note that a portion of the Work described is impacted by findings made by the City that a particular material, product, thing or service must be used and has been designated by a specific brand or trade name.¹ In such cases, **there may be only one subcontractor qualified or authorized to perform a portion of the Work described, so please take note and ensure that you list the proper subcontractor.**

¹ A copy of the applicable approved Notice Designating Sole Source Equipment and Products Specifications is available upon request from the City.

Description of Work	PCC 3400(c) Apply?	Will you be Self-Performing? (Please circle)	If no, list Subcontractor	Name, Location, License Number & DIR Registration Number of Subcontractor	Portion of Work by Subcontractor
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			

Contractor: _____

CONTRACTOR'S INDUSTRIAL SAFETY RECORD FORM

(To be Completed and Submitted with Contractor's Bid)

Number of OSHA Violations within the last 5 years (must state zero if none):

___ Serious___ Willful___ Repeat___ Other___ Unclass___ Total

INFORMATION REQUIRED OF CONTRACTORS

[***Indicate not applicable (“N/A”) where appropriate***]

NOTE: Where Contractor is a joint venture, pages shall be duplicated, and information provided for all parties to the joint venture.

1.0 Name of Contractor: _____

2.0 Type, if Entity: _____

3.0 Contractor Address: _____

Email Address

Telephone Number

4.0 _____
Landscaping License Number DIR Registration Number

5.0 How many years has Contractor’s organization been in business as a Contractor?

6.0 How many years has Contractor’s organization been in business under its present name? _____

6.1 Under what other or former names has Contractor’s organization operated:

7.0 If Contractor’s organization is a corporation, answer the following:

7.1 Date of Incorporation: _____

7.2 State of Incorporation: _____

7.3 President’s Name: _____

7.4 Vice-President’s Name(s): _____

7.5 Secretary’s Name: _____

7.6 Treasurer’s Name: _____

8.0 If an individual or a partnership, answer the following:

8.1 Date of Organization: _____

8.2 Name and address of all partners (state whether general or limited partnership):

9.0 If other than a corporation or partnership, describe organization and name principals:

10.0 List other states in which Contractor's organization is legally qualified to do business.

11.0 What type of work does the Contractor normally perform with its own forces?

12.0 Has Contractor ever failed to complete any work awarded to it? If so, note when, where, and why:

13.0 Has Contractor entered into a settlement agreement involving a project of more than \$100,000 within the last two years with any City or public agency? If so, note when, where, and why. *This information may be the basis for rejecting the bid as nonresponsive or the Contractor as non-responsible following a hearing.*

14.0 Within the last five years, has any officer or partner of Contractor's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

15.0 Have you been or are you on any federal state list of debarred or suspended bidders/contractors? If yes, state the beginning and ending dates of the period of disbarment:

16.0 List Trade References:

17.0 List Bank References (Bank and Branch Address):

18.0 Insurance Documentation:

Submit a sample of your certificate of insurance for a preliminary review by the City.

Disclose any deductibles or self-insured retentions. Any deductibles or self-insured retentions are subject to approval by the City

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

**ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF
CORONA MAINTENANCE/GENERAL SERVICES AGREEMENT**

This is to acknowledge that we have read the City of Corona Maintenance/General Services Agreement and will sign the agreement, as presented, without exception, for the City's NIB No. 20-061SB.

(Firm name)

(Print name and title of person signing for firm)

(Signature/date)



Vendor Performance Evaluation Form

Department:			Division:	
Prepared By:			Title:	
Vendor Name:			P.O. #:	
Contract Amount: \$			Change Order Amount: \$	
Project Name:				
Description of Project:				
Date Prepared:				
Performance Evaluation Period: (select one)				
Weekly <input type="radio"/>	Monthly <input type="radio"/>	Quarterly <input type="radio"/>	Annually <input type="radio"/>	Other <input type="radio"/>
Vendor Category: (select one)				
General and Maintenance Services - Commercial services provided on a frequent basis such as catering, lawn service, general maintenance, or cleaning.			Professional Service - unique, technical, and/or infrequent functions performed by an independent contractor/vendor qualified by education, experience, and/or technical ability to provide services. <div style="text-align: right;"><input type="radio"/></div>	
Products - a supplier of a tangible object that is manufactured or refined for sale. <div style="text-align: right;"><input type="radio"/></div>			Software - a supplier of technology infrastructure or any license/maintenance based, or cloud based software, requiring access to the City's information technology system. <div style="text-align: right;"><input type="radio"/></div>	
Evaluation Score Range and Criteria Factors				
EXCELLENT	ABOVE AVERAGE	AVERAGE	BELOW AVERAGE	UNSATISFACTORY
5 (4.50-5.00)	4 (3.20-4.49)	3 (2.60-3.19)	2 (1.81-2.59)	1 (1.00-1.80)
<ol style="list-style-type: none"> 1. <i>Quality of Goods and Services: A measure to determine if the goods/ service received met the quality desired.</i> 2. <i>Quality of Work Performed: A measure to determine if the actual performed met the quality desired.</i> 3. <i>Timeliness of Delivery of Goods: A measure to determine if the goods delivered met (at minimum) the date specified to the vendor.</i> 4. <i>Compliance with Law and Regulations: A measure to determine if the supplier adhered to compliance law and regulations related to the nature of work or product delivered.</i> 5. <i>Safety and Protection: A measure to determine if the supplier followed all safety precautions and wore the appropriate protection gear to perform the service.</i> 				

6. *Appropriate Use of Tools/Technology: A measure to determine if the vendor provided tools/technology that aligned with requirements.*
7. *Customer Service: How knowledgeable was the vendor regarding the product or service, was the vendor proactive in addressing City staff problems or concerns regarding the product or service.*
8. *Overall Timeliness of Invoices: Invoices for payment were submitted on a timely basis reflective to the contract.*
9. *Overall accuracy of Invoices: Invoices for payment were accurate and complete, covering the Work completed as of the date of the Application, inclusive of all required attachments and backup data*

For each category identified below, enter the score (1 – 5) with 1 being unsatisfactory and 5 being excellent

<i>Evaluation Criteria</i>	<i>Evaluation Score</i>				
1. <i>Quality of Goods and Services</i>	5	4	3	2	1
2. <i>Quality of Work Performed</i>	5	4	3	2	1
3. <i>Timeliness of Delivery of Goods</i>	5	4	3	2	1
4. <i>Compliance with Law and Regulations</i>	5	4	3	2	1
5. <i>Safety and Protection</i>	5	4	3	2	1
6. <i>Appropriate Use of Tools/Technology</i>	5	4	3	2	1
7. <i>Customer Service</i>	5	4	3	2	1
8. <i>Overall Timeliness of Invoices</i>	5	4	3	2	1
9. <i>Overall accuracy of Invoices</i>	5	4	3	2	1

EXAMPLE:

OVERALL EVALUATION SCORE	4.89
OVERALL EVALUATION RATING	EXCELLENT

ACKNOWLEDGMENT OF THE VENDOR PERFORMANCE EVALUATION FORM

This is to acknowledge that we have read the City of Corona Vendor Performance Evaluation Form and understand a version of this type of form will be used to provide the basis for periodic assessments by the City to establish contract performance metrics.

(Firm name)

(Print name and title of person signing for firm)

(Signature/date)

**Insurance Requirements Check Sheet
(To be Completed and Submitted with Bid)**

Vendors are encouraged to state any exceptions to or deviations from the insurance requirements of this solicitation. The City will evaluate exceptions or deviations from the insurance requirements to determine acceptability. The City reserves the right to reject bids as non-responsive based on the exceptions or deviations to the insurance requirements.

All applicable insurance requirements will be identified under the “Applicable to Vendor” column with a ***YES***.

ACKNOWLEDGMENT OF THE INSURANCE REQUIREMENTS CHECK SHEET

This is to acknowledge that we have reviewed the City of Corona Insurance Requirements Check Sheet and understand that we will be able to provide the insurance coverage required unless exceptions have been disclosed.

(Firm name)

(Print name and title of person signing for firm)

(Signature/date)

City of Corona

NIB Insurance Requirements Check List

	YES	NO	Applicable to Vendor (City Use Only)
Can your company provide General Liability - \$1M occurrence/\$2M aggregate?			YES
Can your company provide Automobile Liability - \$1M?			YES
Can your company provide Workers Compensation and Employer's Liability - \$1M?			YES
Can your company provide Errors and Omissions (Professional) Liability Insurance - \$1M or occurrence/\$2M aggregate?			Not Applicable
Can your company provide Cyber Liability Insurance - \$M per occurrence or claim, \$M aggregate?			Not Applicable
Can your company provide Builders'/All Risk for the completed value of the project naming the City as the loss payee?			Not Applicable
Can your company provide Contractor's Pollution Liability and Transportation Pollution Liability with minimum limits of \$1 million/\$2 million with a primary Additional Insured endorsement?			Not Applicable
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):VII and licensed as an admitted insurance carrier in California?			YES
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):X and authorized to issue the required policies in California?			YES

Insurance Endorsements

General Liability

	YES	NO	Applicable to Vendor (City Use Only)
(Occurrence form CG 0001)			YES
Will your company provide an insurance policy that states the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith?			YES
Will your company provide an insurance policy that states any person or organization whom you have agreed to include as an additional insured under a written contract? provided such contract was executed prior to the date of loss?			YES
Can your company provide Completed Operations as evidenced with the following endorsements?			YES
Endorsement form CG 20 10 11 85 OR			YES
CG 20 37 and one of the following			YES
CG 20 10			YES
CG 20 26			
CG 20 33			
CG 20 38			
Will your company provide a General Liability endorsement stating that the insurance coverage shall be primary any City insurance will be in excess of the consultants insurance and will			YES

not be called upon to contribute Endorsement Form shall be as broad as CG 20 01 04 13?			
--	--	--	--

Automobile Liability

	YES	NO	Applicable to Vendor (City Use Only)
Does your insurance cover Owned automobiles with Form number CA 0001 code 1 (Any Auto)?			YES
If your company does not have owned automobiles, does your insurance cover No owned autos Code 8 (hired) and 9 (non-owned)?			YES

Workers' Compensation

	YES	NO	Applicable to Vendor (City Use Only)
Will your company provide a waiver for all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant?			YES
Will your company provide a Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant?			YES
Will your insurance policies have a (30) days' notice of cancellation endorsement?			YES
If your firm is unable to provide a (30) day notice of cancellation will your firm sign a City provided statement that the Vendor shall notify the City within two business days any notice of cancellation?			YES
Does your insurance have any deductibles and/or self-insurance retentions?			YES

Use the space below to explain any "No" responses.

SECTION V.

**** SAMPLE AGREEMENT - DO NOT
EXECUTE ****

*****MODEL - REMOVE THIS TITLE WHEN USED*****

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH ***INSERT NAME***
(***INSERT TYPE OF SERVICES*** – ***INSERT PROJECT NAME***)**

1. PARTIES AND DATE.

This Agreement is made and entered into this ***INSERT DAY*** day of ***INSERT MONTH***, ***INSERT YEAR*** (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and ***INSERT NAME***, a ***[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]*** with its principal place of business at ***INSERT ADDRESS*** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing ***INSERT TYPE OF SERVICES*** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the ***INSERT NAME OF PROJECT*** project (“Project”) as set forth in this Agreement.

*****INCLUDE THIS SUB-SECTION ONLY IF APPLICABLE; DELETE OTHERWISE***2.3 Corona Utility Authority.**

Contractor understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona

Utility Authority ("CUA") for the maintenance, management and operation of those utility systems (collectively, the "CUA Management Agreements"). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).
[***INCLUDE THIS SUB-SECTION ONLY IF APPLICABLE; DELETE OTHERWISE***]

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [***INSERT TYPE OF SERVICES***] maintenance or other general services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from [***INSERT START DATE***] to [***INSERT ENDING DATE***] ("Term"), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. [***OPTIONAL: INCLUDE EITHER OF THE FOLLOWING, DEPENDING UPON WHETHER THE PARTIES HAVE TO MUTUALLY AGREE TO EXTEND THE TERM OR IF THE CITY WILL RETAIN THE SOLE RIGHT TO EXTEND THE TERM: ***MUTUAL*** The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a "Renewal Term"). ***CITY UNILATERAL*** The City has the right to extend the Term of this Agreement, in its sole discretion and under the same terms and conditions, for [***INSERT WRITTEN AMOUNT***] ([***INSERT NUMERICAL AMOUNT***]) additional one (1) year periods (each a "Renewal Term"). The terms "Term" and "Renewal Term" may sometimes be generally and collectively referred to as "Term" in this Agreement.***]

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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Section V. "Sample Agreement"

Landscaping Maintenance for Area 2 Zone 10 in the City of Corona

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City’s Representative. The City hereby designates [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement (“City’s Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.5 Contractor’s Representative. Contractor hereby designates [***INSERT NAME OR TITLE***], 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. The Contractor’s Representative shall supervise and direct the Services, using his 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.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City’s staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement 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 maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall 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 throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor’s failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or

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Landscaping Maintenance for Area 2 Zone 10 in the City of Corona

any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. 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 Project or 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. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and
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Landscaping Maintenance for Area 2 Zone 10 in the City of Corona

Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, 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. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this

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Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: [***INSERT AMOUNT - TYPICALLY \$1,000,000 MINIMUM; HOWEVER, AMOUNT OF INSURANCE REQUIRED DEPENDS UPON NATURE OF CONTRACT AND RISK TO CITY. PLEASE CONTACT RISK MANAGEMENT TO CONFIRM AMOUNT***] per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: [***INSERT AMOUNT - TYPICALLY \$1,000,000 MINIMUM; HOWEVER, AMOUNT OF INSURANCE REQUIRED DEPENDS UPON NATURE OF CONTRACT AND RISK TO CITY. PLEASE CONTACT RISK MANAGEMENT TO CONFIRM AMOUNT***] per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of [***INSERT AMOUNT - TYPICALLY \$1,000,000 MINIMUM; HOWEVER, AMOUNT OF INSURANCE REQUIRED DEPENDS UPON NATURE OF CONTRACT AND RISK TO CITY. PLEASE CONTACT RISK MANAGEMENT TO CONFIRM AMOUNT***] per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess

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of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(C) All Coverages. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Other Provisions; Endorsements Preferred. Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Contractor:

(A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.5 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

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3.2.10.7 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.10.10 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

3.2.10.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Bonds.

[***NOTE (READ AND DELETE THIS BLOCK BEFORE USING MODEL): SOME MAINTENANCE PROJECTS OF MORE THAN \$25,000 WILL REQUIRE PAYMENT BONDS BY LAW. SEE GENERALLY CIVIL CODE SECTION 9550 OR SPEAK TO THE CITY'S CONTRACT MANAGER OR CITY ATTORNEY***]

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond

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is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 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, upon request of the 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. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A-:X and authorized to issue the required bonds in California. If a surety 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.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. 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.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed *****INSERT WRITTEN DOLLAR AMOUNT***** (\$*****INSERT NUMERICAL DOLLAR AMOUNT*****) ("Total Compensation") without written approval of City's *****INSERT TITLE*****. Extra Work may be authorized, as described below, and if

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authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. *****OPTIONAL: IF FEDERAL FUNDS ARE INVOLVED, USE THE NEXT SENTENCE FOR FEDERAL PW REQUIREMENTS - DELETE OTHERWISE***** If the Services involve federal funds or otherwise require compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and its subcontractors shall comply with the higher of the state or federal prevailing wage rates, and the "Prevailing Wage Laws" shall be deemed to include such federal wages laws. *****OPTIONAL: IF FEDERAL FUNDS ARE INVOLVED, USE THE LAST SENTENCE FOR FEDERAL PW REQUIREMENTS - DELETE OTHERWISE***** 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 and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. 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 at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may obtain a copy of the prevailing wages from the City's *****INSERT TITLE*****. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to

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comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the *****INSERT "Work" "Project" OR "Services"***** *****INSERT "is" OR "are"***** being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Contractor:

Name of Contractor
Street Address
City State Zip
Attn: *****INSERT NAME*****

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: *****INSERT NAME & DEPARTMENT*****

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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.

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly

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or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

*****INCLUDE THIS SUB-SECTION ONLY IF APPLICABLE; DELETE OTHERWISE***** 3.5.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Contractor has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system. . *****INCLUDE THIS SUB-SECTION ONLY IF APPLICABLE; DELETE OTHERWISE*****

3.5.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor maintains 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,

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commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.13 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 this Agreement.

3.5.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.18 Federal Provisions. *****INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE. IF APPLICABLE, YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP. CONSULT AGENCY COUNSEL IF NECESSARY***** When funding for the Services is provided, in whole or in part, by an agency of the federal government, Contractor shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT 2 PAGES]

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CITY’S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
([*INSERT TYPE OF SERVICES***] – [***INSERT PROJECT NAME***])**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By:

[***INSERT NAME***]
[***INSERT TITLE***]

Attest:

[***INSERT NAME***]
City Clerk

[***INSERT OTHER SIGNATURE
BLOCKS AS NEEDED, INCLUDING
CITY ATTORNEY AND
RECOMMENDING EMPLOYEES***]

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CONTRACTOR’S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
([*INSERT TYPE OF SERVICES***] – [***INSERT PROJECT NAME***])**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

[*INSERT NAME OF CONTRACTOR***]**
a **[***INSERT TYPE OF LEGAL ENTITY***]**

By: _____

[*INSERT NAME***]**
[*INSERT TITLE***]**

By: _____

[*INSERT NAME***]**
[*INSERT TITLE***]**

[*NOTE (READ AND DELETE THIS BLOCK BEFORE USING MODEL): SIGNATURE BLOCKS CAN VARY DEPENDING UPON THE CONTRACTOR’S TYPE OF LEGAL ENTITY (E.G. CORPORATION; GENERAL PARTNERSHIP; LIMITED PARTNERSHIP; LIMITED LIABILITY PARTNERSHIP OR COMPANY; OR AN INDIVIDUAL). THIS MODEL CONTAINS A GENERAL FRAMEWORK WHICH WILL WORK FOR MOST CORPORATIONS, INDIVIDUAL (NON-CORPORATE) PARTNERSHIPS AND INDIVIDUAL SOLE PROPRIETORSHIPS. PLEASE REFER TO THE CITY CLERK’S “SIGNATURE REQUIREMENT” MEMO ON THE CITY OF CORONA INFO WEB FOR COMPLETE INFORMATION***]**

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**EXHIBIT “A”
SCOPE OF SERVICES**

*****INSERT SCOPE*****

NIB No. 20-061SB

Section V. “Sample Agreement”

Landscaping Maintenance for Area 2 Zone 10 in the City of Corona

CA\DD\02000.50102\10151745.3
REV. 3.3.6 - PTEAM 04302019

**EXHIBIT “B”
SCHEDULE OF SERVICES**

*****INSERT SCHEDULE*****

NIB No. 20-061SB

Section V. “Sample Agreement”

Landscaping Maintenance for Area 2 Zone 10 in the City of Corona

CA\DD\02000.50102\10151745.3
REV. 3.3.6 - PTEAM 04302019

**EXHIBIT “C”
COMPENSATION**

*****INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES***]**

[*SEE SECTION 3.2.12 ABOVE AND INSERT CITY’S REQUIREMENT FOR
PERFORMANCE/PAYMENT BONDS, IF APPLICABLE; IF NOT REQUIRED, STATE THAT
THEY ARE NOT REQUIRED***]**

NIB No. 20-061SB

Section V. “Sample Agreement”

Landscaping Maintenance for Area 2 Zone 10 in the City of Corona

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