

# REQUEST FOR BIDS (RFB) GRAFFITI REMOVAL AND SHOPPING CART RETRIEVAL



Deadline for submissions:  
Thursday, August 12, 2021

Please direct questions or comments to:

Steven Farmer  
Landscape Maintenance Manager  
City of San Dimas  
Parks & Recreation Department  
245 E. Bonita Avenue  
San Dimas, CA 91773  
(909) 394-6230

## **The City of San Dimas**

The City of San Dimas is home to approximately 33,340 residents, who enjoy its beautiful open spaces and small-town charm. The City is a short commute to Los Angeles and other business centers in Southern California. It is a suburban City with planned business and shopping districts.

### **INTRODUCTION**

The City of San Dimas (“City”) is seeking proposals from qualified firms to provide graffiti removal and shopping cart retrieval. The term of the contract will be: October 1, 2021 to June 30, 2024. The required services and performance conditions are described in the Scope of Work. Proposals from qualified firms will be due by Thursday, August 12, 2021.

### **1. ATTACHMENTS**

The attachments below are included with this Request for Bids (RFB) for your review and submittal (see asterisk):

Attachment A – Bidder’s Information Form\*

Attachment B – Scope of Work

Attachment C – Cost Proposal Bid Form\*

Attachment D – Sample Agreement for Maintenance Services

Attachment E – Insurance Requirements

The items identified with an asterisk (\*) shall be filled out, signed by the appropriate representative of the company and returned with submittal.

### **2. INSTRUCTIONS TO BIDDERS**

#### **2.1 Pre-Bid Meeting**

There is no pre-bid meeting scheduled at this time. Please see Scope of Work for information on work scope and specification.

#### **2.2 Examination of Bid Documents**

The submission of a bid shall be deemed a representation and certification by the Bidder that they:

221 Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of this bid.

222 Have the capability to successfully undertake and complete the responsibilities and obligations of the bid being submitted.

223 Represent that all information contained in the bid is true and correct.

224 Did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation or other Bidder in regard to the amount, terms or conditions of this bid.

225 Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Bidder, and Bidder hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Bidder was not fully informed to any fact or condition.

### **2.3 Questions/Clarifications**

Should discrepancies or omissions be found in this RFB or should there be a need to clarify this RFB, questions or comments regarding this RFB must be put in writing and emailed to [sfarmer@sandimasca.gov](mailto:sfarmer@sandimasca.gov) no later than Friday, July 30, 2021. Responses from the City will be communicated in writing to all recipients of this RFB. Inquiries received after the date will not be accepted and will be returned to senders without response.

### **2.4 Submission of Bids**

All Bids shall be submitted to:  
City of San Dimas Parks & Recreation  
Attn: Steven Farmer  
245 E Bonita Ave., San Dimas, CA 91733  
or [sfarmer@sandimasca.gov](mailto:sfarmer@sandimasca.gov).

Bids must be received no later than Thursday, August 12, 2021.

### **2.5 Withdrawal of Proposals**

A Bidder may withdraw its bid at any time before the expiration of the time for submission of bids as provided in the RFB by emailing a written request for withdrawal signed by, or on behalf of, the Bidder.

### **2.6 Rights of the City of San Dimas**

This RFB does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of Bids or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Bids;
- Postpone opening for its own convenience;
- Remedy technical errors in the Request for Bids process;
- Negotiate with any, all or none of the Bidders;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Bids and/or
- Enter into an agreement with another Bidder in the event the originally selected Bidder defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Bidder.

### **3. PROPOSED TENTATIVE TIMELINE**

The tentative RFB timeline is as follows:

RFB Issued	July 23, 2021
Pre-Bid Questions	July 30, 2021
Bids Due	August 12, 2021

### **4. INFORMATION TO BE SUBMITTED**

These instructions outline the guidelines governing the format and content of the bid and the approach to be used in its development and presentation. The intent of the RFB is to encourage responses that clearly communicate the Bidder's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the bid should be submitted. Items not specifically and explicitly related to the RFB and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

1. Completed Bidder's Information Form (Attachment A)
2. Cost Proposal Bid Form (Attachment D)

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provision of this information assists the City in determining the firm's understanding of the project, and provides staff with tools to negotiate the cost, provided in a table (See Table, Attachment D). Include any other cost and price information that would be contained in a potential agreement with the City.

**Attachment A- Bidder's Information Form**

**\*TO BE COMPLETED AND RETURNED  
BY AUGUST 12, 2021**

BIDDER (please print):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Contact person, title, email, telephone and email:

Bidder, if selected, intends to carry on the business as (check one):

Individual \_\_\_ Joint Venture \_\_\_ Partnership \_\_\_ Corporation \_\_\_ Other \_\_\_

**BIDDER'S SIGNATURE**

No bid shall be accepted which has not been signed in ink in the appropriate space below: By signing below, the submission of a proposal shall be deemed a representation and certification by the Bidder that they have investigated all aspects of the RFB, that they are aware of the applicable facts pertaining to the RFB process, its procedures and requirements, and they have read and understand the RFB.

1. If Bidder is INDIVIDUAL, sign here:

Date: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

Bidder's name and title: \_\_\_\_\_

2. If Bidder is PARTNERSHIP or JOINT VENTURE; at least two (2) Partners shall sign here:

\_\_\_\_\_  
Member of the Partnership or Joint Venture Name      Date

\_\_\_\_\_  
Member of the Partnership or Joint Venture Name      Date

3. If Bidder is a CORPORATION, the duly authorized officer shall sign as follows:

\_\_\_\_\_  
Signature      Printed Name

\_\_\_\_\_  
Title      Date

## **Attachment B – Scope of Work**

### **PROJECT DESCRIPTION**

The City of San Dimas is requesting qualified Service Providers to submit Bids including a pricing schedule and a summary of qualifications for providing Graffiti Removal and Shopping Cart Retrieval services according to the City's specifications and all other terms and conditions. The requested services consist of furnishing all labor, materials, supplies and equipment to perform Graffiti Removal and Shopping Cart Retrieval in the City of San Dimas, in accordance with the specifications and conditions specified in the Request for Bids issued by the City of San Dimas. Request for Bids documents are available on [www.sandimasca.gov](http://www.sandimasca.gov) or by request to [sfarmer@sandimasca.gov](mailto:sfarmer@sandimasca.gov). Bids shall be received via email or post mail in the City of San Dimas, Parks and Recreation Department at the above indicated address on or before Thursday, August 12, 2021.

### **SCOPE OF WORK**

#### **Graffiti Removal**

Graffiti shall be eradicated expeditiously and professionally, using the most effective methods available. The contractor is to proactively patrol and service the main thoroughfares and high frequency targets one day per week and respond to service callouts within 24 hours, seven-days a week. The contractor will also need to address service requests through the MySanDimas App (AKA GoGov) as well as City issued requests.

#### **Eradication Procedures**

The city contractor will adhere to the following generally approved methods of eradication.

Concrete/Block Walls – If unpainted will be pressure washed/media blasted. If painted, color matched and painted over.

Sidewalks/Unpainted Curbs – will be blocked off as needed and pressure washed/media blasted. Painted curbs will be painted over using the standard city approved colors (MUTCD).

Pedestrian Bridges/Underpasses – Vertical surfaces shall be painted using a closely matching color taking care that the floor surface is not over sprayed. In the instance that the floor surface has to be treated, it will be pressure washed/media blasted if natural or painted over with a closely matching color with an abrasive additive in order not to compromise its traction characteristics.

Concrete Light Poles – Unpainted concrete light poles will only be pressure washed or media blasted if unpainted. Previously painted light poles will be evaluated and where applicable and feasible an attempt to remove all previous paint will be made, in order to bring it back to its natural stage.

Wooden Utility/Light Poles – These poles will be painted over using a closely matching color. Any signs, stickers, slap tags shall be removed.

Wood Fencing – Previously painted wood fencing will be painted using a color matched paint or pressure washed if unpainted.

Metal Surfaces Including Traffic/Light Poles – All previously painted metal surfaces will be color matched a painted over. Bare or natural metal surfaces will be treated using an EPA approved solvent or pressure washed if necessary.

Asphalt – Affected asphalt surfaces will be treated using a light mist of diluted matching paint with an abrasive additive so as to not compromise the surface's traction characteristics.

Glass/Windows – All glass (excluding etched glass) will be treated using an EPA approved solvent.

Trees and Palms– confer with Municipal Arborist.

### **Shopping Cart Retrieval**

Specifications include but are not limited to shopping carts abandoned in alleys, streets, sidewalks and other public areas within the City that pose a public nuisance or hazard to pedestrians and vehicular traffic. To address this problem City-wide, the City of San Dimas desires to contract with a qualified Service Provider (Contractor/Subcontractor) for the daily retrieval of abandoned shopping carts. In order to meet the City's shopping cart retrieval needs, the Contractor shall retrieve shopping carts abandoned within the City of San Dimas in accordance with the following specifications;

1. Shopping cart retrieval services shall be provided five (5) days per week.
2. The contractor shall canvas the entire City, giving extra attention to high volume areas on a daily basis. The contractor will also need to manage service requests through the MySanDimas App (AKA GoGov) as well as City-issued requests.
3. Returning marked shopping carts to the shopping carts' corresponding store at no additional cost to the City of San Dimas.
4. Empty any trash left in the cart at no additional cost to the City of San Dimas.
5. If a cart has property in it, company will post notice for 24 hours. After 24 hours the cart will be removed and returned to its corresponding store or city yard and the contents of the cart will be delivered to the City Yard for holding.
6. All unidentifiable carts are to be taken to the City of San Dimas Corporate Maintenance Yard for proper disposal.
7. Reported abandoned carts shall be retrieved within 24 hours.
8. Notify Contract Manager, or designee, for shopping cart retrieval which takes more than 24 hours to complete with the reason for postponement
9. Provide monthly invoicing with cart location via GIS mapping and ownership information for all carts.

### **LOCATION OF THE WORK**

Notice is hereby given that the City of San Dimas, "City", Los Angeles County, California will receive bids for the furnishing of Graffiti Removal and Shopping Cart Retrieval, for all property in the City's right of way.

**Attachment C– Cost Proposal Bid Form**

**\*TO BE COMPLETED AND RETURNED  
BY AUGUST 12, 2021**

Contractor is Responsible to Verify Quantities Per Plan.

<b>ITEM No.</b>	<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>TOTAL</b>
1	Graffiti Removal	1	LS	\$
2	Shopping Cart Retrieval	1	LS	\$

TOTAL PROPOSAL \$ \_\_\_\_\_

TOTAL PROPOSAL IN WORDS: \_\_\_\_\_

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## Attachment D- SAMPLE MAINTENANCE SERVICES AGREEMENT

### AGREEMENT FOR MAINTENANCE SERVICES

This Agreement for Maintenance Services (“AGREEMENT”) is made and entered into as of \_\_\_\_\_ (“Effective Date”), by and between the City of San Dimas, a municipal corporation (“CITY”) and \_\_\_\_\_ (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This AGREEMENT shall commence as of \_\_\_\_\_ and shall remain and continue in effect until \_\_\_\_\_, unless sooner terminated pursuant to the provisions of this AGREEMENT.

2. SERVICES

CONTRACTOR shall prosecute regularly and diligently the services and related work described and set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein as though set forth in full. Time is of the essence in the performance of this AGREEMENT. The time for completion of the services and related work to be performed by CONTRACTOR is an essential condition of this AGREEMENT. CONTRACTOR shall complete the tasks according to the Schedule of Performance which is set forth in Exhibit B and incorporated herein as though set forth in full.

3. PERFORMANCE

CITY has relied upon the training and ability of CONTRACTOR to perform the services hereunder as a material inducement to enter into this AGREEMENT. CONTRACTOR shall at all times faithfully, competently and to the best of his/her/its ability, expertise, and talent, perform all services and related work described herein. CONTRACTOR shall furnish and pay all properly skilled personnel, labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required to perform such the services and related work under this AGREEMENT. All work performed by CONTRACTOR under this AGREEMENT shall be in accordance with applicable legal requirements and shall, at a minimum, meet the standard of quality ordinarily to be expected of competent contractors performing the same or similar services as are required of CONTRACTOR hereunder in meeting its obligations under this AGREEMENT.

4. CITY MANAGEMENT

CITY’s designated representative shall represent CITY in all matters pertaining to the administration of this AGREEMENT, including review and acceptance of services, non-monetary changes in the Scope of Work; and/or suspension or termination of this AGREEMENT subject to Sections 6 and 7 hereof. The City Manager shall be authorized to act on CITY’s behalf and to execute all necessary documents which relating to CONTRACTOR’s compensation, subject to Section 5 hereof.

5. PAYMENT

a. The CITY agrees to pay CONTRACTOR in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit C. This amount shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.

b. CONTRACTOR shall not be compensated for any non-contemplated services rendered in connection with its performance of this AGREEMENT unless such additional services are authorized in advance and in writing by CITY. CONTRACTOR shall only be compensated for any additional services in the amounts and in the manner as agreed to by CITY and CONTRACTOR.

c. CONTRACTOR will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONTRACTOR's fees it shall give written notice to CONTRACTOR within ten (10) days of receipt of an invoice of any disputed fees set forth on the invoice.

d. CONTRACTOR agrees to notify CITY of business status change and agrees to submit a new W-9 form within (3) business days. CONTRACTOR also agrees to notify CITY representative of changes to contract and billing address or phone number.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONTRACTOR at least thirty (30) days written notice. Upon receipt of said notice, the CONTRACTOR shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

b. In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONTRACTOR the actual value of the agreed work performed up to the time of termination. Upon termination of the AGREEMENT pursuant to this Section, the CONTRACTOR will submit an invoice to the CITY pursuant to Section 5.

7. DEFAULT OF CONTRACTOR

a. The CONTRACTOR's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONTRACTOR is in default for cause under the terms of this AGREEMENT, CITY shall have no obligation or duty to continue compensating CONTRACTOR for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONTRACTOR. If such failure by the CONTRACTOR to make progress in the performance of work hereunder arises out of causes beyond the CONTRACTOR's control, and without fault or negligence of the CONTRACTOR, it shall not be considered a default.

b. If the CITY determines that the CONTRACTOR is in default in the performance of any of the terms or conditions of this AGREEMENT, there shall be cause to serve upon the CONTRACTOR a written notice of the default. The CONTRACTOR shall have ten (10) working days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONTRACTOR fails to cure its default within such period of time, CITY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

## 8. OWNERSHIP OF DOCUMENTS

a. CONTRACTOR shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this AGREEMENT. CONTRACTOR shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONTRACTOR shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the CITY and may be used, reused, or otherwise disposed of by the CITY without the permission of the CONTRACTOR. With respect to computer files, CONTRACTOR shall make available to the CITY, at the CONTRACTOR's office and upon reasonable written request by the CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

c. CITY shall have sole determination of the public's rights to documents under the Public Records Act, and any third-party requests of CONTRACTOR shall be immediately referred to CITY, without any other actions by CONTRACTOR.

## 9. INDEMNIFICATION

a. CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense,

including without limitation reasonable legal counsels' fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this AGREEMENT.

b. CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action proceeding, loss, stop notice, cost, expense, judgement, civil fine or penalty, or liability was caused in part or contributed to by an indemnitee. However, without affecting the rights of CITY under any provision of this AGREEMENT, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

c. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this AGREEMENT. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section. Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth here is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this AGREEMENT or this section.

## 10. INSURANCE

CONTRACTOR shall maintain, prior to the beginning of and for the duration of this AGREEMENT, insurance coverage as specified in Exhibit F attached hereto and incorporated as part of this AGREEMENT. By executing this AGREEMENT, CONTRACTOR confirms that he/she/it has reviewed and approved the requirements of Exhibit F.

## 11. INDEPENDENT CONTRACTOR

a. CONTRACTOR is and shall at all times remain as to the CITY a wholly independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's officers, employees, or agents, except as set forth in this AGREEMENT. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability whatsoever against CITY, or bind CITY in any manner.



term of this AGREEMENT, any licenses, permits, insurance and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of San Dimas business license.

16. GOVERNING LAW

The CITY and CONTRACTOR understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this AGREEMENT. Any litigation concerning this AGREEMENT shall take place in the superior or federal district court with jurisdiction over the CITY.

17. 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, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this AGREEMENT. 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.

18. EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, 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.

19. PREVAILING WAGES

CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. CONTRACTOR agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this AGREEMENT, CONTRACTOR shall bear all risks of payment or non-payment of prevailing wages under California law, and CONTRACTOR hereby agrees to defend, indemnify, and hold the CITY, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any

failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this AGREEMENT.

20. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. Any amendments to this AGREEMENT must be in a writing of equal dignity.

21. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONTRACTOR is bound by the contents of CITY's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONTRACTOR, Exhibit "E" hereto. In the event of conflict, the requirements of CITY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONTRACTOR's proposals.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this AGREEMENT. The person or persons executing this AGREEMENT on behalf of CONTRACTOR warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONTRACTOR and has the authority to bind CONTRACTOR to the performance of its obligations hereunder.

This AGREEMENT may be executed in counterparts, also facsimile and transmitted signatures indicating concurrence shall be binding as original signatures. If CONTRACTOR requests original signatures, CITY will also require an AGREEMENT with original signatures.

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

CITY OF SAN DIMAS

CONTRACTOR

By: \_\_\_\_\_

Chris Constantin, City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_

(Title)

Date: \_\_\_\_\_

\_\_\_\_\_  
By: City's Designated Representative

\_\_\_\_\_  
(Typed Name)

Attest:

\_\_\_\_\_  
City Clerk

Approved As To Form:

\_\_\_\_\_  
City Attorney

## Attachment E

### INSURANCE REQUIREMENTS

*Prior to the beginning of and throughout the duration of Work, CONTRACTOR will maintain insurance in conformance with the requirements set forth below. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CITY in excess of the limits and coverage required in this AGREEMENT and which is applicable to a given loss, will be available to CITY.*

Insurance Requirements. CONTRACTOR shall provide and maintain insurance acceptable to the CITY in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives or employees. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' rating of A or higher and Financial Size Category Class VII or higher in accordance with the latest edition of Best's Key Rating Guide.

CONTRACTOR shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - a. General Liability: Insurance Services Office form CG 00 01.
  - b. Automobile Liability: Insurance Services Office form number CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles.
  - c. Workers' Compensation: Insurance as required by Section 3700 of the Labor Code of State of California, and Employer's Liability Insurance covering all persons providing services on behalf of the CONTRACTOR and all risks to such persons under this AGREEMENT. Additionally, CONTRACTOR shall require each sub-contractor to maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all sub-contractors' employees.
  - d. Umbrella or Excess Liability: Insurance provides bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverage set forth in this AGREEMENT, including commercial general liability and employer's liability.
  - e. Builder's Risk: Insurance will be provided upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder's risk insurance with named insureds being CONTRACTOR, all sub-contractors (excluding those solely responsible for design work) of any tier, suppliers, and CITY and its officers, officials, employees, and agents.

2. Minimum Limits of Insurance. CONTRACTOR shall maintain limits of insurance no less than:
- a. General Liability: \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability, and a \$2,000,000 completed operations aggregate.
  - b. Automobile Liability: \$1,000,000 combined single limit for each accident.
  - c. Workers' Compensation and Employer's Liability: Statutory Limits for Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 policy limit.
  - d. Umbrella or Excess Liability: Policy or policies shall include the following terms and conditions:
    - i. A drop down feature requiring the policy to respond in the event that any primary insurance, that would otherwise have applied, proves to be uncollectable in whole or in part for any reason;
    - ii. Pay on behalf of wording as opposed to reimbursement;
    - iii. Concurrency of effective dates with primary policies;
    - iv. Policies shall "follow form" to the underlying primary policies; and
    - v. Insureds under primary policies shall also be insureds under the umbrella or excess policies.
  - e. Builder's Risk: Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include:
    - i. Coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications;
    - ii. Coverage against machinery accidents and operational testing;
    - iii. Coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project;
    - iv. Transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item;
    - v. Coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the site; and
    - vi. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sub-limits. CONTRACTOR shall not be

required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY.

3. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:
  - a. All Policies.
    - i. Proof of Insurance. CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by CITY's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of AGREEMENT. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
    - ii. Duration of Coverage. CONTRACTOR shall 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 work hereunder by CONTRACTOR, his agents, representatives, employees or sub-contractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
    - iii. CITY's Rights of Enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this AGREEMENT.
    - iv. Enforcement of AGREEMENT Provisions (non-estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
    - v. Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, waiver of any coverage normally provided by insurance or to fulfill the indemnification provisions and requirements of this AGREEMENT. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue

and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

- vi. Notice of cancellation. Each insurance policy required by this Exhibit "F" shall be endorsed and state the coverage shall not be cancelled by the insurance agent, broker, or either party to this AGREEMENT. CONTRACTOR agrees to provide CITY with a thirty (30) day notice of cancellation or nonrenewal of coverage for each required coverage.
  - vii. Agency's right to revise requirements. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.
  - viii. Self-insured retentions. Any deductibles or self-insured retention must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
  - ix. Timely notice of claims. CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.
  - x. Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of work.
- b. General Liability and Excess Liability Coverage.
- i. Additional insured status. Policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents shall be additional insureds under such policies.
- c. Workers' Compensation and Employer's Liability Coverage.
- i. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its sub-contractors.