

**CITY OF SANTEE**  
REQUEST FOR BIDS



**CONTRACT DOCUMENTS**

FOR

**BUILDING WINDOW TINTING**

**iRFB Issued | June 6, 2024**  
**Informal Request for Bids #24/25-20081**

**BID DUE | Tuesday, June 25, 2024**

**Time: 3:30 PM**

**Public Bid Opening | No**

**DOCUMENTS AVAILABLE AT**

**<https://www.cityofsanteeca.gov/government/finance/purchasing/requests-for-proposals>**

**FOR ADDITIONAL INFORMATION REGARDING THIS PROJECT**

619-258-4100 ext. 127

City of Santee  
10601 Magnolia Avenue • Santee, CA 92071  
(619) 258-4100  
[www.CityofSanteeCA.gov](http://www.CityofSanteeCA.gov)





**CITY OF SANTEE**

**BUILDING WINDOW TINTING  
INFORMAL RFB #24/25-20081**

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**NOTICE INVITING INFORMAL BIDS for CONTRACTOR**

**BUILDING WINDOW TINTING  
INFORMAL RFB #24/25-20081**

Informal Bids will be received by the City Clerk, or his or her designee, of the City of Santee, until June 25, 2024 at 3:30 PM (“Bid Due Date”) for **BUILDING WINDOW TINTING, INFORMAL RFB #24/25-20081**. Bids shall be sealed and addressed and noted as follows:

**City Clerk  
City of Santee  
10601 Magnolia Avenue  
Santee, CA 92071**

**BID FOR BUILDING WINDOW TINTING  
INFORMAL RFB #24/25-20081  
BID DATE: JUNE 25, 2024**

Following the closure of the informal bid submittal period, bids will be reviewed for performing work as follows:

Furnishing all labor, materials, equipment, and performing all work necessary and incidental to **BUILDING WINDOW TINTING, INFORMAL RFB #24/25-20081** (“Project”), in accordance with these contract documents (“Contract Documents”) and to the satisfaction of the City of Santee. The work (“Work”) includes providing all labor, materials machinery, equipment, tools, supplies and mobility necessary to perform window tinting services at various City locations. Bidders and all employees or subcontractors must have all necessary licenses and permits to perform the Services in the State of California, and be familiar with the plans of City, as specified herein. The Work is more particularly described in Exhibit ‘A’ and Exhibit ‘B’ of the Sample Agreement.

Copies of the Contract Documents are now on file and available for public inspection at the Community Services Department at 10601 Magnolia Avenue, Building 6, Santee, CA 92071.

Contract Documents may be requested via email from Heather Heckman, Senior Management Analyst at [hheckman@cityofsanteeca.gov](mailto:hheckman@cityofsanteeca.gov), and is available online <https://www.cityofsanteeca.gov/government/finance/purchasing/requests-for-proposals>. In the event this Informal RFB is obtained through any means other than via email from the City’s representative, City website, or from the City’s physical offices, the City will not be responsible for the completeness, accuracy or timeliness of the bid documents. It is the bidding organization’s (“Bidder”) responsibility to ensure that the most complete and current version of the bid documents has been downloaded or otherwise obtained, including any addenda. Bids received without acknowledgment of applicable addenda may be rejected.

The City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. It is your responsibility to keep the City informed of any contact information updates for your company.

Pursuant to Section 1770 et seq. of the California Labor Code, if and as applicable, the successful bidder (“Contractor”) and all subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Pursuant to Labor Code sections 1725.5 and 1771.1, if and as applicable, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor’s and subcontractors’ current registration with the Department

of Industrial Relations to perform public work. If awarded a Contract and required by law, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project may be subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

Any Addenda issued before the time in which to submit Bids expires shall form a part of the Contract Documents and shall be included in the Bid. Bidders shall acknowledge and confirm receipt of any and all Addenda in their Bid proposal.

Each bidder must submit with its bid security in one of the following forms: cash, cashier's check payable to the City, a certified check payable to the City, or a bid bond, in the form included with the bid documents, executed by an admitted surety insurer, made payable to the City. The guaranty shall be forfeited should the bidder, if awarded the contract, fail to enter into the same, or fail to furnish in a timely manner the bonds and/or proof of insurance required under the Contract Documents.

The California Air Resources Board ("CARB") implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation") which are effective on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf>. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 et seq. throughout the term of the Project. Bidders must provide, with their Bid, copies of Bidder's and all listed subcontractors' most recent, valid Certificate of Reported Compliance ("CRC") issued by CARB. Failure to provide valid CRCs as required herein may render the Bid non-responsive.

Bidders must possess the following licenses, permits and/or certifications:

- ✓ California State License Board - D-52 Window Coverings
- ✓ City of Santee Business License (at time of award)

The successful bidder will be required to obtain a City of Santee Business License upon award of Bid and shall pay all costs necessary to obtain this license and maintain it in full force and effect during the term of this Contract. All subcontractors shall have and maintain, during the term of the contract, the same valid license if applicable to the Work provided.

Failure to possess the above specified licenses and permits at the time of bid opening shall render the bid as non-responsive and shall act as a bar to award the contract to any bidder not possessing said licenses and permits as required. All subcontractors shall have and maintain, during the term of the contract, the same valid licenses and permits if applicable to the Work provided.

The City reserves the right to reject any or all bids; to make any awards or any rejections in what it alone considers to be in the best interest of the City and waive any informalities or irregularities in the bids. The contract will be awarded, if at all, to the responsible bidder that submits the lowest responsive base bid. Alternates will not be considered in determining the low bid unless otherwise expressly stated. The City reserves the right to award to more than one contractor if the awarded contractor is unable to fulfill the complete terms of the award.

The successful bidder shall not discriminate against employees and applicants for employment on the basis of race, religion, creed, color, national origin, ancestry, physical disability, mental disability, medical



condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any person, and shall comply with the Americans with Disabilities Act.

**A PRE-BID CONFERENCE IS NOT SCHEDULED**

**Bid Administration: All questions or requests for interpretation relative to this bid must be submitted electronically and received by 9:00 AM on Thursday, June 20, 2024, at the email address below:**

City of Santee  
Attn: Heather Heckman  
Senior Management Analyst  
10601 Magnolia Avenue  
Santee, CA 92071


Voice: (619) 258-4100, ext. 127  
Fax: (619) 258-4189  
[hheckman@cityofsanteeca.gov](mailto:hheckman@cityofsanteeca.gov)

Questions and requests received after that date and time will be reviewed at City’s discretion and may not be considered. Bidders are responsible for confirming that questions are received by City.

No bidder may withdraw his or her bid for a period sixty (60) calendar days after the date set for the opening of bids.

The City of Santee complies with the Americans with Disabilities Act. If you require reasonable accommodations for the pre-bid conference or bid opening, please contact the Office of the City Clerk, (619) 258-4100, at least 48 hours prior to the meeting.

Date: June 6, 2024

By: 

Heather Heckman  
Senior Management Analyst  
City of Santee, California

END OF NOTICE INVITING BIDS



## INFORMATION FOR BIDDERS

### BUILDING WINDOW TINTING INFORMAL RFB #24-20081

**BID IS DUE ON JUNE 25, 2024**

#### 1. AVAILABILITY OF CONTRACT DOCUMENTS

**Bid and Contract Documents** may be obtained electronically at: <https://www.cityofsanteeca.gov/government/finance/purchasing/requests-for-proposals>. In the event this Informal RFB is obtained through any means other than via email from the City's representative, City website, or from the City's physical offices, the City will not be responsible for the completeness, accuracy or timeliness of the bid documents. It is the bidding organization's ("Bidder") responsibility to ensure that the most complete and current version of the bid documents has been downloaded or otherwise obtained, including any addenda. Bids received without acknowledgment of applicable addenda may be rejected.

The City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. It is your responsibility to keep the City informed of any contact information updates for your company.

#### 2. EXAMINATION OF CONTRACT DOCUMENTS

Bidders shall be solely responsible for examining the Bid and Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to investigate and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

#### 3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Bid or Contract Documents or questions as to their meaning shall be immediately brought to the attention of City by submission of an electronic request for an interpretation or correction to City. Such submission, if any, must be sent to the City not later than five business days before the bid due date.

Any interpretation of the Bid or Contract Documents will be made only by written and electronically transmitted addenda duly issued and emailed to each person or firm who has submitted a prior written request to the City's bid administrator requesting to be notified. City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Bid or Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

#### 4. INSPECTION OF SITE

The Work shall be performed at Santee City Hall located at 10601 Magnolia Avenue, Santee, CA 92071. More specifically, building 4, Planning, Building & Engineering ("Project Site") on the west facing windows ("Subject Windows").

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site, as well as those relating to the completion of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. By submitting a Bid, each

bidder acknowledges that it has visited the Project Site, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

## 5. ADDENDA

City reserves the right to revise the Bid and Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by City shall be included in the bid and made part of the Bid and Contract Documents. Pursuant to Public Contract Code Section 4104.5, if City issues an Addendum which makes material changes to the Project less than 72 hours prior to the deadline for submission of bids, City will extend the deadline for submission of bids. City may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. **Please Note:** Bidders are responsible for ensuring that they have received any, and all Addenda.

## 6. ALTERNATE BID ITEMS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid alone unless otherwise provided in the Notice Inviting Bids.

City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project Scope of Work. Accordingly, each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

## 7. COMPLETION OF BID FORMS

Bids shall be prepared using copies of the Bid Forms which are included in the Bid Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. Deviations in the bid form may result in the bid being deemed non-responsive. All documents and pages contained in the Bid Documents must be completed or else a bid may be deemed non-responsive.

## 8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Bid and 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.

## 9. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid



and under any contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

#### **10. BID GUARANTEE**

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to City; (c) a cashier's check made payable to City; or (d) a notarized bid bond payable to City executed by the bidder as principal and surety as obligor in an amount not less than 10% of the bid amount. The surety insurer shall be California admitted surety companies are unacceptable. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, and shall provide any required payment bonds and insurance certificates and endorsements within ten (10) calendar days after notification of the award of the Contract. Failure to provide the required documents may result in forfeiture of the bidder's bid security to City and City may award the contract to the next lowest responsible bidder or may call for new bids.

#### **11. SUBMISSION OF BIDS**

Bid documents shall be submitted in a sealed envelope bearing on the outside the name of bidder, bidder's address, the bid number, bid due date, and bid title. If submitted by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk, City of Santee, 10601 Magnolia Avenue, Santee, CA 92071. Postmark date will not constitute timely delivery.

Bids received after the Bid Due Date will not be considered.

#### **12. DELIVERY AND OPENING OF BIDS**

Bids must be received by City at the address shown in the Notice Inviting Bids up to the date and time shown therein. City will not accept any Bid received after the specified date and time, and the Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified.

Bids will be reviewed at the date and time stated in the Notice Inviting Bids, or such other time as City may designate, and the amount of each Bid will be recorded. City may in its sole discretion, elect to postpone the review of the submitted Bids. City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

#### **13. WITHDRAWAL OF BID**

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative and emailed to [hheckman@cityofsanteeca.gov](mailto:hheckman@cityofsanteeca.gov).

#### **14. BASIS OF AWARD; BALANCED BIDS**

The quantities given in the bid and contract forms are approximate only, being given as a basis for the comparison of bids, and the City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable by City staff.

City shall award the contract to the lowest responsible Bidder submitting a responsive Bid. City may reject any Bid that in its opinion when compared to other bids received or to City's internal estimates, does not accurately reflect the cost to perform the Work. City may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit, to one or more particular bid items.



#### **15. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID**

No bidder shall be allowed to make, submit, or be interested in more than one bid. However, a person, firm, corporation, or other entity that has submitted a subbid to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subbid or quoting prices to other bidders submitting a bid to City.

#### **16. INSURANCE REQUIREMENTS**

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

#### **17. AWARD PROCESS**

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the Department Director and/or City Manager may award the Contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Payment Bond (when applicable); and (2) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have ten (10) working days from the date of this notification to execute the contract and supply the City with all of the required documents and certifications. Once the City receives all the properly drafted and executed documents and certifications from the Bidder, the City shall issue a Notice to Proceed to that Bidder.

#### **18. WORKERS COMPENSATION**

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

#### **19. PREVAILING WAGES**

If and as applicable, pursuant to Labor Code Section 1773, the City has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These per diem rates, including holiday and overtime work, as well as employer's payments for health and welfare, pension, vacation, and similar purposes are on file and available at the City of Santee Community Services Department, 10601 Magnolia Avenue, Building 6, Santee, CA 92071, or may be obtained online at <http://www.dir.ca.gov/dlsr>. Bidders are advised that a copy of these rates must be posted at the job site(s) if and as applicable.

#### **20. CONTRACTOR AND SUBCONTRACTOR REGISTRATION**

If and as applicable, pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract and required by law, the Bidder, and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Proposed Subcontractors form.

#### **21. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS**

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant

to Section 1777.1 or Section 1777.7 of the Labor Code, if and as applicable. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

## **22. PAYMENT BOND REQUIREMENTS**

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to City four identical counterparts of the Payment Bond in the form supplied by City and included in the Contract Documents if the total bid amount exceeds \$25,000 or if City determines the Contract Price is likely to exceed \$25,000. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to City. The Payment Bond shall be for one hundred percent (100%) of the Contract Price.

## **23. CARB COMPLIANCE**

The City is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bid, a valid Certificate of Reported Compliance ("CRC") for the Bidder's and its listed subcontractors' fleet (including any applicable leased equipment or vehicles). Bidders must complete and submit the Fleet Compliance Certification, included in this Informal Request for Bids and submit it with their bid. Failure to provide a CRC for the Bidder, and for all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the Bid non-responsive.

## **24. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES**

Contractor and its subcontractors performing work under the contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

## **25. EXECUTION OF CONTRACT**

As required herein the Bidder to whom an award is made shall execute the contract in the amount determined by the Contract Documents. City may require appropriate evidence that the persons executing the contract are duly empowered to do so.

## **26. NON-DISCRIMINATION**

It is the policy of the City that in connection with all work performed under contracts, there be no discrimination against any prospective or active contractor employee engaged in the Work because of race, color, ancestry, natural origin, religious creed, sex, age, disability, or marital status.

## **27. DRUG-FREE WORKPLACE**

It is the policy of the City of Santee to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensation, possession and/or use of controlled substances in the workplace are prohibited. Controlled substances are those defined in 21 USC Section 812 and include, but are not limited to, such substances as marijuana, heroin, cocaine, and amphetamines. The workplace is presumed to include all City of Santee facilities and premises where City of Santee employees may visit in the execution of their job duties such as homes, schools, hospitals, etc. All City of Santee employees are required to comply with this policy as an essential condition of employment. Individuals who are not considered City of Santee

employees, but who perform work at City worksites for the City's benefit are required to comply with this policy. Such individuals who unlawfully manufacture, distribute, dispense, possess or use controlled substances in the City workplace may be barred from further work for and in the City's facilities as well as from future consideration.

## 28. PUBLIC RECORD

All bids submitted in response to the Notice Inviting Bids shall become the property of the City and are public records to the extent permitted by law, and as such, may be subject to public review.

## 29. BID PROTESTS

Any bid protest relating to the form or content of the Bid or Contract Documents must be submitted in writing to the City Manager, City of Santee, 10601 Magnolia Avenue, Santee, CA 92071, at least three (3) business days before the original date set for the bid opening. Any bidder who submits a bid without making a protest shall be deemed to have waived any objection to the form or content of the Bid or Contract Documents not previously stated in writing.

Any bid protest relating to a bid received by the City or any City procedure or action related to the bid opening or proposed contract award must be submitted in writing to the City Manager before 3:30 p.m. on the third (3<sup>rd</sup>) working day following Bid opening.

All protests must meet the following requirements:

- A. The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation.
- B. The party filing the protest must have actually submitted a Bid for the Work. A subcontractor of a party submitting a Bid for the Work may not submit a Bid protest. A party may not rely on the Bid protest submitted by another Bidder but must timely pursue its own protest.
- C. The protest must refer to the specific portion of the Bid Document which forms the basis for the protest.
- D. The protest must include the name, address and telephone number of the person representing the protesting party.
- E. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- F. The City will give the protested Bidder five (5) working days after the receipt of the protest to submit a written response. The responding Bidder shall transmit the response to the protesting Bidder concurrent with delivery to the City.
- G. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.
- H. If the City determines that a protest is frivolous, the protesting Bidder may be determined to be non-responsible, and that Bidder may be determined to be ineligible for future contract awards.

### END OF INFORMATION FOR BIDDERS

## ATTENTION BIDDERS

Please remove and submit with your bid  
**ONLY** the following sheets  
Marked BID FORM (pages 11-22)

**MUST ACKNOWLEDGE RECEIPT OF ADDENDUM(S) (initial) \_\_\_\_\_ #1, \_\_\_\_\_ #2, or \_\_\_\_\_ NONE**



**CONTRACT PROPOSAL  
TO  
CITY OF SANTEE**

**FOR**

**BUILDING WINDOW TINTING  
INFORMAL RFB #24/25-20081**

**Name of Bidder:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_

Business Street Address: \_\_\_\_\_

Telephone:(\_\_\_\_)\_\_\_\_\_ Cell: ( \_\_\_\_ ) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

**TO THE CITY COUNCIL OF THE CITY OF SANTEE:**

Pursuant to and in compliance with your Notice Inviting Informal Bids for **BUILDING WINDOW TINTING, INFORMAL RFB #24/25-20081**, and the other Contract Documents relating thereto, the undersigned Bidder, being fully familiar with the terms of the Contract Documents, the current general prevailing wage rates, local conditions affecting the performance of the Project, the character, quality, quantities and scope of the work, and the cost of the work at the place of performance, hereby proposes and agrees, within the time stipulated in the Contract Documents, to furnish to the City of Santee all of the transportation, materials, equipment, tools, excavation, sheeting, shoring, bracing, supports, plant and other facilities, labor, services, permits, utilities, and other items necessary to conduct and complete said work, all in strict conformity with the Contract Documents, including Addenda Nos. \_\_\_\_, \_\_\_\_, and \_\_\_\_ on file in City Hall, for the total price of \_\_\_\_\_ dollars (\$\_\_\_\_\_), which is in agreement with the unit prices in the Bid Schedule, hereinafter set forth.

Bidder declares that the only persons or parties interested in this proposal are those named herein, and that this proposal is made without collusion with any person, firm or corporation. Bidder proposes and agrees, if the proposal is accepted, that Bidder will execute a contract with the City, in strict conformity to the Contract Documents, in the form set forth in the Contract Documents, and will perform the entire work for the prices set forth in the attached Bid Schedule, upon which the award of contract is made.

**MUST BE SUBMITTED WITH BID**

**BID SCHEDULE**

**BUILDING WINDOW TINTING  
INFORMAL RFB #24/25-20081**

Est. Window Sizes	COST
(16) 18"x19" (2) 40"x76" (1) 39"x76" (2) 32"x82" R/R	
(1) 31"x64" R/R (2) 60"x52" R/R (2) 48"x60" R/R	
(1) 68"x76" (1) 32"x82" (1) 18"x76" (2) 24"x76" (16) 25"x19"	
(1) 24"x116" (1) 32"x82" (1) 36"x21" (1) 23"x98" (2) 53"x 98" (2) 26"x98" (32) 21"x25" (16 need R/R)	
(2) 32"x88" (2) 36"x21" (2) 48"x98" (16) 25"x25" R/R (1) 32"x88" R/R (1) 36"x21"	
(2) 53"x98" (2) 26"x98" (32) 21"x25" (1) 23"x98" (1) 24"x116"	
(1) 32"x82" (1) 36"x21" (2) 24"x76" R/R (16) 25"x19" R/R (1) 18"x 76" R/R (1) 32"x76" R/R (1) 68"x76" R/R	
(1) 31"x64" R/R (2) 60"x 52" R/R (2) 48"x60" R/R	
(2) 32"x82" R/R (1) 39"x76" R/R (1) 40"x76" R/R (1) 70"x76" R/R	
<b>GRAND TOTAL BID AMOUNT:</b>	<b>\$</b>

BID SCHEDULE (CONT.)

In accordance with the City's Notice Inviting Informal Bids, the undersigned hereby purposes and agrees that on award by the City of Santee in accordance with the provisions of the Contract Documents, to execute the Agreement, with necessary bonds when required, to furnish and install any and all transportation, materials, equipment, tools, excavation, utilities, sheeting, shoring, bracing and supports, plant and other facilities, and all management, superintendence, permits, labor and services for **BUILDING WINDOW TINTING, INFORMAL RFB #24/25-20081**, in accordance with the Contract Documents therefore adopted and on file with the City of Santee, within the time hereinafter set forth and at the price or prices set forth in this Bid as follows:

**BASE BID: \$** \_\_\_\_\_  
**(in numbers)**

**BASE BID** \_\_\_\_\_  
**(in words)**

Bid amount of each bid item must be filled in and completed in ink.

In the event of a conflict between the numbers given in figures and in words, the words shall control.

Signature of Bidder: \_\_\_\_\_

Signer's Name (printed): \_\_\_\_\_

Company Name (printed): \_\_\_\_\_

**MUST BE SUBMITTED WITH BID**





**BID FORM**

**CONTRACTOR'S EXPERIENCE AND FINANCIAL QUALIFICATIONS  
BUILDING WINDOW TINTING INFORMAL RFB #24/25-20081**

The following statements as to the experience and financial qualifications of the bidder are to be submitted with the Contract Proposal, as a part thereof. The truthfulness and accuracy of the information is guaranteed by the bidder.

The bidder has been engaged in the contracting business, under the present business name, for \_\_\_\_\_ years. Experience in work of a nature similar to that covered in the Proposal extends over a period of \_\_\_\_\_ years.

The bidder, as a contractor, has successfully completed at least two (2) projects of like magnitude, comparable difficulty and rates of progress to the work, including: (list two or more projects).

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The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to the Contractor, except as follows: (name any and all exceptions and reasons therefore).

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The bidder has satisfactorily completed the following contracts in the last three (3) years, for the owner indicated, and to whom reference is made (list five contracts). (Provide a contact person and telephone number for each project.)

YEAR	TYPE OF WORK	CONTRACT \$ AMOUNT	CONTACT

The names of all persons interested in the foregoing proposals as principals are as follows: (NOTE: If Bidder or other interested person is a corporation, state the legal name of the corporation, along with the names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of the firm, also the names of all individual partners composing the firm; if a limited partnership, the names of all general partners and limited partners; and if Bidder or other interested person is an individual, state first and last names in full.)

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Bidder/Contractor Name: \_\_\_\_\_

State of California CSLB License No.: \_\_\_\_\_ Classification(s): \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**MUST BE SUBMITTED WITH BID**

**LIST OF SUBCONTRACTORS**

In accordance with the Subletting and Subcontracting Fair Practices Act set forth in Labor Code Section 4100 et seq., Bidder shall set forth below: (a) the name and the address of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work, or labor, or render service in an excess of one half (½) of one percent (1%) of the total bid to the bidder on said Contract.

PORTION OF WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CSLB LICENSE NUMBER & CLASSIFICATIONS	DIR REGISTRATION NUMBER

(Additional page(s) attached if needed.)

**OR**

Performance of work by Subcontractor(s) for this Contract will not exceed one half (½) of one percent (1%) of the total bid.

\_\_\_\_\_ Initials

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

**MUST BE SUBMITTED WITH BID**



**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor’s and subcontractors’ current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Bidder: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

DIR Registration Expiration: \_\_\_\_\_

Small Project Exemption: \_\_\_\_\_ Yes or \_\_\_\_\_ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

- Bidder shall maintain a current DIR registration for the duration of the project.
- Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

**MUST BE SUBMITTED WITH BID**

<sup>1</sup> If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark “Yes” in response to “Small Project Exemption.”

**CONTRACTOR'S CERTIFICATE  
REGARDING WORKERS COMPENSATION**

PROJECT NAME:

Labor Code Section 3700 states:

"Every employer, except the State, and all political subdivisions or institutions thereof, will secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate on consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

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, I will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTOR:

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

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

Title: \_\_\_\_\_

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

(SEAL)

(Labor Code Section 1861, provides that the above certificate must be signed and filed by Contractor, with City prior to performing any work under this contract.)

**MUST BE SUBMITTED WITH BID**

**CARB FLEET COMPLIANCE CERTIFICATION**

Contractor hereby acknowledges that they have reviewed the California Air Resources Board’s policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the “Regulation”). Contractor hereby certifies, subject to penalty for perjury, that the option checked below relating to the Contractor’s fleet, and/or that of their subcontractor(s) (“Fleet”) is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- Contractor and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Contractor shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third-party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Contractor shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto

Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**MUST BE SUBMITTED WITH BID**



**REQUEST FOR BIDS  
NON-COLLUSION DECLARATION**

[Note: Must be executed by Bidder and Submitted with Bid]

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, 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 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, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from submitting a bid. 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: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**MUST BE SUBMITTED WITH BID**



**Bid Bond**

**[Note: Not required when other form of Bidder’s BOND, e.g. cash, certified check or cashier’s check, accompanies bid.]**

The makers of this bond are, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety and are held and firmly bound unto the City of Santee, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 2024, for [INSERT PROJECT NAME]

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys’ fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the name and corporate seal of each corporation.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

**MUST BE SUBMITTED WITH BID**



## Notary 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 \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

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.

Place Notary Seal Above

Signature of Notary Public \_\_\_\_\_

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- Individual
- Corporate Officer

\_\_\_\_\_ Title(s)

\_\_\_\_\_ Title or Type of Document

- Partner(s)       Limited
- General

\_\_\_\_\_ Number of Pages

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

\_\_\_\_\_ Date of Document

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

\_\_\_\_\_  
 \_\_\_\_\_

Signer(s) Other Than Named Above

**NOTE: This acknowledgment is to be completed for Contractor/Principal.**

**MUST BE SUBMITTED WITH BID**

## Notary 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 \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, 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.

Place Notary Seal Above

\_\_\_\_\_  
 Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- Individual
- Corporate Officer

\_\_\_\_\_  
 Title(s)

\_\_\_\_\_  
 Title or Type of Document

- Partner(s)
  - Limited
  - General

\_\_\_\_\_  
 Number of Pages

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

\_\_\_\_\_  
 Date of Document

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

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signer(s) Other Than Named Above

**NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.**

**END OF BID BOND**

**MUST BE SUBMITTED WITH BID**

## MAINTENANCE SERVICES AGREEMENT

### BUILDING WINDOW TINTING INFORMAL RFB #24/25-20081

#### 1. PARTIES AND DATE.

This Agreement (“Agreement”) is made and entered into this [\*\*\*INSERT DAY\*\*\*] day of [\*\*\*INSERT MONTH\*\*\*], [\*\*\*INSERT YEAR\*\*\*] by and between the City of Santee, a municipal corporation organized under the laws of the State of California with its principal place of business at INSERT (“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 BUILDING WINDOW TINTING required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing all labor, materials machinery, equipment, tools, supplies and mobility necessary to perform window tinting services at various City locations, 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 BUILDING WINDOW TINTING (“Project”) as set forth in this Agreement. All bid documents and/or contract documents for BUILDING WINDOW TINTING, Informal RFB #24/25-20081, issued by City on May 30, 2024, (“Contract Documents”) are hereby incorporated into this Agreement by reference.

#### 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 BUILDING WINDOW TINTING necessary for the Project (“Services”). The Services are more particularly described in Exhibit ‘A’ and Exhibit ‘B’ 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 July 1, 2024 to June 30, 2025, 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. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.1.3 Options to Extend Agreement. Intentionally omitted

**\*\*APPROPRIATION/CONTINGENCY OF FUNDS:** This Agreement is subject to and contingent upon budgetary appropriations being approved by the City Council for each fiscal year during the term of this

Agreement. If such appropriations are not approved, the Agreement will immediately terminate without penalty to the City.

### **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.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Scope of Services and Specifications set forth in Exhibit 'A' and Technical Specifications set forth in Exhibit 'B' attached hereto and incorporated herein by reference. 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 work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates the Director of Community Services, 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. 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 warrants 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 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 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 Intentionally Omitted

3.2.9 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 Agreement, Contractor shall continue to perform the Services 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.

3.2.10 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 knowing it 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 Agreement 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, 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.

3.2.10.1 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 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and 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 relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 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 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 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.

3.2.10.5 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.

3.2.10.6 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 California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by 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.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees, and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement.



### 3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence performance of any Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.2.11.2 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); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* \$2,000,000 per occurrence for bodily injury, personal 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:* \$1,000,000 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 \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.\

(C) Intentionally Deleted

(D) Notices; Cancellation or Reduction of Coverage. Contractor shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Contractor shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(E) Additional Insured. The City of Santee, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

(F) Primary Coverage. For any claims related to this Agreement, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects The City of Santee, its officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by The City of Santee, its officials, officers, employees, agents, and



volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella Liability policies that City may allow.

(G) Umbrella or Excess Policy. The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Santee, its officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

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

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials,

officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, 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, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 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.

3.2.12 Safety. Contractor shall execute and maintain its work 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 work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.2.13 Bonds.

#### 3.2.13.1 Omitted.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit 'D' 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, not-to-exceed 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.

3.2.13.3 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.

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

3.2.14 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 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 shall not exceed **\*\*\*INSERT WRITTEN DOLLAR AMOUNT\*\*\*** (\$**\*\*\*INSERT NUMERICAL DOLLAR AMOUNT\*\*\***) without written approval of City's Director of Community Services, or his or her designee. Extra Work may be authorized, as described below, and if 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 45 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 California Labor Code Requirements

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

**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, 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 Certification of License

3.5.1.1 Contractor certifies that as of the date of execution of this Agreement, Contractor has a current contractors' license of the following classification(s):

- ✓ California State License Board - D-52 Window Coverings
- ✓ City of Santee Business License (at time of award)

3.5.2 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:**

[\*\*INSERT NAME, ADDRESS & CONTACT PERSON\*\*]

**City:**

City of Santee, Community Services Department  
10601 Magnolia Avenue  
Santee, CA 92071  
Attn: Nicolas Chavez, Community Services Department

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.

#### 3.5.3 Indemnification.

3.5.3.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its 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, in any manner arising out of, pertaining to, or incident to any alleged 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 consequential damages, 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.

3.5.3.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense, and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award



or decree that may be rendered against City or its officials, officers, employees, volunteers, and agents as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents, or volunteers as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. 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 officials, officers, employees, agents, or volunteers.

3.5.4 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Diego County, California. 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.

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

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

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

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

3.5.9 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 workdays. 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 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.

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

3.5.11 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.

3.5.12 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.13 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.

3.5.14 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. 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 official, 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.

3.5.15 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.

3.5.16 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.

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

3.5.18 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.

#### **4. ASSIGNMENT OF ANTI-TRUST CLAIMS**

Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Contract. Such assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties. If after the foregoing procedures are completed and a civil action is filed, the action shall be subject to the mediation and arbitration provisions required by Section 20104.4 of the Public Contract Code.

#### **5. THIRD-PARTY CLAIMS**

Pursuant to Section 9201 of the Public Contract Code, the City shall provide the Contractor with timely notification of the receipt of any third-party claims, relating to the Contract. The City shall be entitled to recover its reasonable costs incurred in providing such notification.

#### **6. CONFIDENTIALITY**

Contractor shall keep confidential all information, in whatever form, produced, prepared, observed, or received by Contractor to the extent that such information is confidential by law or otherwise required by this Agreement.

#### **7. UNFORESEEN DIFFICULTIES**

All loss or damage arising out of the nature of the Work to be done under the Contract, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the Work and in

the prosecution of the same, or from encumbrances on the line of work, shall be sustained by the Contractor, except as may be otherwise specifically provided by the Contract Documents.

## **8. LABOR CODE REQUIREMENTS**

Contractor is aware of the requirements of the California Labor Code requiring the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor and all subcontractors shall comply with all applicable provisions of the Labor Code of the State of California relative to contracts for public works, including related Title 8 of the California Code of Regulations. To the extent applicable, City has copies of the general prevailing wage rate per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the contract on file at the principal office of the City at 10601 Magnolia Avenue and which shall be posted at each job site. Contractor shall fully comply with applicable Labor Code provisions and associated regulations and shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure to comply with such laws.

Eight hours labor shall constitute a legal day's hours per day, and forty hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City \$25 for each calendar day during which such worker is required or permitted to work more than eight hours in any one day or forty hours in any one calendar week in violation of the provisions of said Labor Code.

Pursuant to Labor Code sections 1725.5 and 1771.1, if applicable, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into; without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. This Project may be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

In accordance with the requirements of California Labor Code Section 1776, to the extent applicable, Contractor shall keep, or require its subcontractors to keep, accurate payroll records which are on forms provided by the Division of Labor Standards Enforcement or forms which contain the same information required by such forms. Responsibility for compliance with California Labor Code Section 1776 shall rest solely with Contractor. Contractor shall make all such records available for inspection at all reasonable hours.

In accordance with Labor Code Section 1771.4, to the extent applicable, Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from payment then due. The responsibility for compliance with this section is on the Contractor. Attention is called to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under Contractor.



A Contractor or subcontractor may not perform work who is ineligible pursuant to Labor Code Sections 1777.1 and 1777.7, to the extent applicable.

Pursuant to the requirements of Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to his or her employees in accordance with the provisions of Section 3700 of the Labor Code and shall execute and file with the City the certification form required under Labor Code Section 1861 to this effect.

#### **9. CARB COMPLIANCE**

Contractor, shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9, and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and subcontractors' fleet including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation. Contractor shall make available for inspection and copying such documents upon two (2) calendar days' notice from the City.

Contractor shall be solely liable for any and all costs associated with complying with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify, and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

SIGNATURES ON FOLLOWING PAGE



**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT**

**BUILDING WINDOW TINTING  
INFORMAL RFB #24/25-20081**

**BETWEEN THE CITY OF SANTEE  
AND [\*\*\*INSERT CONTRACTOR NAME\*\*\*]**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the dates below:

**CITY OF SANTEE**

**[INSERT CONTRACTOR NAME]**

\_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:  
BEST, BEST & KRIEGER LLP**

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

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

By signing above, I attest that I am an authorized representative/agent, that I am authorized by my signature to bind this company contractually and certify under penalty of perjury the accuracy of the representations made on the Agreement and related Documents.

- Exhibit 'A' SCOPE OF SERVICES AND SPECIFICATIONS
- Exhibit 'B' TECHNICAL SPECIFICATIONS
- Exhibit 'C' COMPENSATION (Accepted Bid Quote Submitted to be posted here)
- Exhibit 'D' PAYMENT BOND
- Exhibit 'E' CARB FLEET COMPLIANCE CERTIFICATION

## EXHIBIT 'A'

### SCOPE OF SERVICES AND SPECIFICATIONS

#### 1. INTENT

To the fullest extent reasonably possible, all provisions of the Contract Documents shall apply to performance of the Work hereunder; provided however, that in resolving conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

- a) Permits: Other agency permits as may be required by law.
- b) Change Orders, Addenda, Supplemental Agreements and approved revisions to the plans and specifications.
- c) Agreement
  - 1) Agreement body
  - 2) Exhibit 'A' – SCOPE OF SERVICES AND SPECIFICATIONS
  - 3) Plans, if applicable
  - 4) Exhibit 'B' - TECHNICAL SPECIFICATIONS
  - 5) Exhibit 'C' - COMPENSATION
  - 6) Information for Bidders
  - 7) Notice Inviting Bids
  - 8) Bid Proposal

#### 2. TERMS AND DEFINITIONS

Whenever in this Exhibit the following terms are used, they shall be understood to mean and refer to the following:

- a) CITY. CITY OF SANTEE, acting through properly authorized agents, such agents acting within the scope of the particular responsibilities entrusted to them.
- b) CITY COUNCIL. CITY COUNCIL of the City of Santee.
- c) DIRECTOR. DIRECTOR OF COMMUNITY SERVICES, acting either directly or through properly authorized agents, such agents acting within the scope of the particular responsibilities entrusted to them.
- d) PUBLIC SERVICES MANAGER. City of Santee Community Services Department PUBLIC SERVICES MANAGER.
- e) CONTRACTOR. Contractor and/or any person or subcontractor employed by the Contractor and working under this contract and agreement.
- f) JOURNEYMAN. Person employed by Contractor who has completed an apprenticeship program or is an experienced worker, not a trainee, and is fully qualified and able to perform the trade without supervision.
- g) APPRENTICE. Person employed by Contractor who, under direct supervision, is learning the trade.
- h) AS-NEEDED. Occasional services performed by Contractor beyond scheduled frequencies.

Other terms appearing in this Exhibit shall have the intent and meaning specified therein.

### **3. PURPOSE OF WORK**

The work ("Work") includes providing all labor, materials machinery, equipment, tools, supplies and mobility necessary to perform window tinting services at various City locations. Contractor represents and warrants 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, as specified herein.

### **4. DESCRIPTION OF WORK**

#### **4.1 SCOPE OF WORK**

The Agreement establishes the standard for provisions for BUILDING WINDOW TINTING. Contractor shall provide all labor, materials, machinery, equipment, tools, supplies and mobility necessary to perform window tinting services at Subject Windows, specified in Section 5 below. Agreement oversight is by the Director of Community Services, Public Services Manager and/or other designated City representative. As such, the use of the titles, "Director of Community Services," "Director", "Public Services Manager" and/or "designated City representative" shall all refer interchangeably to the City representative authorized to act on behalf of the City to the extent set forth in the Contract Documents.

#### **4.2 QUALITY OF WORK**

All work shall be performed in a thorough and professional manner so that the residents, businesses and City personnel are provided reliable, courteous and high-quality services at all times.

The Contractor shall conduct all work at all times in a manner that will not unreasonably interfere with city staff, pedestrian or vehicular traffic. If work requires interference with city staff, pedestrians or vehicular traffic, City approval must be obtained in advance, excepting emergency situations.

#### **4.3 CONTRACTOR'S PERSONNEL**

Contractor shall furnish sufficient supervisory and working personnel who are properly licensed and capable of promptly accomplishing, to the satisfaction of the Director and on schedule, all Work required under this Contract. Such supervisory personnel must have adequate field experience and technical background to supervise the Work and assure compliance with the Contract.

Contractor and his employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible inconvenience to the public. Personnel shall be fully clothed in suitable attire that bears the Contractor's name or identifying mark. The Director may require the Contractor to remove from the work site(s) any employee(s) deemed careless, incompetent, or who is an annoyance to the public.

Contractor shall publish and distribute to all employees, workers and subcontractors (hereinafter worker) a statement notifying worker that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited. Any worker under the effect or residual effect of such controlled substance is considered a hazard and shall be removed from the job site immediately. This notice shall state that the worker has an obligation to abide by the terms of this Agreement and to notify the Contractor in writing of any violation of a criminal drug statute occurring in the workplace or at the job site. Contractor shall notify City of such incident and take appropriate action within thirty (30) days. Contractor is responsible to see that this requirement is included in all Subcontractor contracts.

### **5. LOCATION OF WORK**

The Work shall be performed at Santee City Hall located at 10601 Magnolia Avenue, Santee, CA 92071. More specifically, at building 4, Planning, Building & Engineering ("Project Site") on all west facing windows of the Project Site ("Subject Windows").

### **6. AVAILABILITY / RESPONSIVENESS OF CONTRACTOR**

- 6.1.1** Contractor shall maintain a local office with a competent company representative who can be reached during normal working hours, as defined hereunder, and who is authorized to discuss matters pertaining to this Agreement with the Director or his representative. A local office for purposes of this Agreement is one that is

located no more than one (1) hours' driving distance from Contractor's office to Santee City Hall, 10601 Magnolia Avenue, Santee CA 92071.

#### **6.1.2 Schedule of Work**

Contractor shall be on site to perform Work, as requested by the Public Services Manager and/or his designee, at the agreed upon schedule.

Every effort shall be made for work to be performed Friday through Sunday.

#### **6.1.3 Excusable Delays**

Except for the obligation of payment of money, in no event shall either party be liable, one to the other, for any delay or failure to perform hereunder, which delay or failure to perform is due to causes beyond the control of said party, including, but not limited to: acts of God; acts of the public enemy; acts of the United States of America, or any state, territory or political division of the United States of America, or of the City of Santee; fires; floods; epidemics; quarantine restrictions; strikes; or other causes beyond the control of the party claiming excusable delay.

Repeated unexcused tardiness will not be tolerated and may be cause for termination of the Contract.

City may retain out of any amounts due the Contractor sums sufficient to cover a "Late Fee." A "Late Fee" is defined as follows: If and when Contractor is not on site with all necessary equipment within two (2) hours after initial notification of the emergency, City may deduct from previous invoices \$50.00 for every 15 minutes past the two (2) hour Emergency Response time. Maximum "Late Fee" for each occurrence: \$500.00.

### **6.2 CHANGES IN WORK**

The Public Services Manager and/or his designee may prescribe, in writing, a modification of requirements or of methods of work; or in the quantity or character or the Work to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with these Agreement Specifications impractical, Contractor shall submit to the Public Services Manager and/or his designee for their consideration and approval or disapproval, a written request for modification of requirements of the Work. This request shall set forth in detail, the reasons why the specified requirements are considered impractical and Contractor's proposal for any alternate that will relieve this alleged impracticality.

If such changes increase or diminish the quantity or amount of work to be done, they shall not constitute the basis for a claim for damages or anticipated profits on the work that may be dispensed with; provided, that as such changes or alterations render useless any work already done, the Public Services Manager and/or his designee shall make reasonable allowance therefore, which action shall be binding upon both parties. Should any Agreement item be deleted in its entirety, payment will be made only for actual costs incurred prior to notification of such deletion.

The City reserves the right to increase or decrease the Agreement quantities by up to fifty percent (50%) per year without renegotiating the unit cost. Additional work will be compensated at the unit cost bid for each item of work so long as such additional work does not exceed fifty percent (50%) of the estimated annual quantity.

Regardless of the change, all changes made to the Contract Documents, whether it be character of the Work or quantity of the Work, must be agreed upon, in writing, by both Director and Contractor and implemented with a change order and/or Agreement amendment. change orders and/or Agreement amendments shall include a brief description of the change, dollar value of the change, and any adjustments in Agreement time, if applicable. If no prices are named in the Agreement to cover such changes or alterations, the cost of such changes shall be determined by agreement between the Director and the Contractor. If an agreement cannot be reached, such changes causing an increase in work shall be covered

as hereinafter provided for as Extra Work. Decreases in work shall be negotiated by the Director and the Contractor.

### **6.3 EXTRA WORK**

Any additional work performed shall be subject to all of the provisions of the Agreement and Contractor's sureties shall be bound with reference thereto as under the original Contract. If during the performance of the Agreement it shall, in the opinion of the Director, become necessary or desirable for the proper completion of the Agreement to order work done or materials or equipment furnished which, in the opinion of the Director, are not susceptible of classification under the tasks named in the Bid Proposal, Contractor shall do and perform such work and furnish such materials and equipment. Such labor, materials, machinery, equipment, tools, or supplies will be classed as extra work and shall be ordered in writing before such work is started. No extra work shall be paid for unless ordered in writing by the Director or his designee.

Extra work and material will ordinarily be paid for at a lump sum or unit price agreed on in writing by the Director and Contractor before the extra work shall be ordered. If any work or materials are ordered under this section on a "cost-plus basis," Contractor shall provide the Public Services Manager written reports showing the name and number of each worker employed thereon, the number of hours employed thereon, the character of work Contractor is doing, and the wages paid or to be paid, also showing the materials delivered and any other items that may enter into the cost, the quantity, and the character of each such material, from whom purchased and the net amount paid or to be paid therefore, and, such other information as directed. If required, Contractor shall produce any books, vouchers, other records, or memoranda that will assist the Public Services Manager in determining the true, necessary cost of the work and materials to be paid for. Utilizing such cost-plus basis, the Contractor is paid for all of its costs of performance (labor, materials, equipment, management and other services) plus a maximum of fifteen percent (15%) additional percentage for overhead and profit.

Whenever any parts or equipment must be replaced because of Contractor's actions or failure to act, Contractor shall perform such replacement at no additional cost to the City.

### **6.4 TEMPORARY SUSPENSION OF WORK**

The City shall have the authority to suspend the Work wholly or in part, for such period as the City deems necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the Work, or for such time as the City may deem necessary due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the Work or otherwise. The Contractor shall immediately comply with the written order of the City to suspend the Work wholly or in part, and shall not resume the Work until ordered to do so in writing by the City.

In the event that a suspension of Work is ordered because of failure on the part of the Contractor to carry out orders given or to perform any provisions of the Work, such suspension of Work shall not relieve the Contractor of its responsibility to complete the Work within the time limits set forth in the Contract Documents, and shall not be considered cause for extension of the time for completion, and further, such suspension of Work shall not entitle the Contractor to any additional compensation.

### **6.4 INSPECTION**

All work shall be subject to the approval of the City and any work in need of correction because of improper or unsatisfactory preparation or workmanship shall be correct by Contractor to the satisfaction of, and at no cost to, the City.

Contractor will have forty-eight (48) hours from the time of notification to correct improper or unsatisfactory work notwithstanding that such defective work had been previously overlooked by the Director or paid for previously. In the event said work is not corrected within the time specified above, and in addition to any other actions/remedies permitted by law, City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to correct said work from Contractor's invoice.

### **6.5 MATERIALS**

**6.5.1 Preference for Materials.** Whenever in the Contract Specifications any material, process or article is indicated or specified by grade, patent or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words “or equal”, and Contractor may, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified. If material, process, or article offered by Contractor is not, in the opinion of the Public Services Manager substantially equal or better in every respect to that specified, then Contractor shall furnish material, process, or specified. Burden of proof as to equality of any material, process, or article shall rest with Contractor. Contractor shall submit request together with substantiating data for substitution of an “or equal” item within ten (10) business days prior date of contract award. Provision authorizing submission of “or equal” justification shall not in any way authorize an extension of time for performance of this Contract.

**6.5.2 Defective Materials.** All materials not conforming to the requirements of the Contract Documents, or to any provision of the Contract Documents, shall be considered as defective, and all such materials, whether in place or not, shall be rejected and shall be immediately removed from the site of the Work unless otherwise permitted by the City.

No rejected materials, the defects of which have been subsequently corrected, shall be used until approval in writing have been given by the City. Upon failure on the part of the Contractor to comply with any order of the City made under the provisions of this section, the City shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

## **7. CLEANLINESS AND DISPOSAL**

Contractor shall, at all times while performing the Work, keep the immediate and surrounding service area clean and free of debris. Contractor shall ensure that all tools and equipment will be removed from the service area when work is complete. Contractor’s equipment, including vehicles, shall be kept clean and free of debris, which includes, but not limited to, dirt, mud, and loose gravel. In the event debris falls from Contractor’s vehicles; Contractor shall remove said debris immediately. If, however, the City is required to provide labor or equipment to remove said debris, the cost of City-provided labor and equipment will be deducted from Contractor’s invoice.

All materials removed shall become the property of the Contractor. Contractor shall not use City’s refuse containers to dispose of materials considered to be waste. Removal and proper disposal of all chemicals and debris shall comply with all local, state and federal laws concerning toxic waste use and disposal and be done at Contractor’s expense.

Contractor shall not discharge any pollutants or hazardous materials to the curbs, gutters, inlets or any part of the storm drain system under any circumstances and as stipulated herein.



## EXHIBIT 'B'

### TECHNICAL SPECIFICATIONS

#### CONTRACTOR SHALL:

- Remove and replace any existing window film on Subject Windows.
- Clean interior frames, windowsills and immediate surrounding areas of Subject Windows, contractor not responsible for moving items away from installation areas.
- Install approved window film, Avery DR OptiTune 15i, on Subject Windows – or approved equal.
  - The desired performance characteristics of the window tinting product shall be as manufactured by Avery Dennison "Interior Residential and Commercial Film series DR OptiTune 15i", with manufacturer warranty of 15 years or better – or approved equal



EXHIBIT 'C'  
COMPENSATION

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

EXHIBIT 'D'

**PAYMENT (MATERIAL AND LABOR) BOND (WHEN APPLICABLE)**

**KNOW ALL PERSONS BY THESE PRESENTS** that

**WHEREAS**, the City of Santee (hereinafter designated as the "City"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_ has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows: **BUILDING WINDOW TINTING** (the "Work"); and

**WHEREAS**, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

**NOW THEREFORE**, we, the Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Santee in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal, its subcontractors, its or their heirs, executors, administrators, successors or assigns shall fail to pay any of the persons named in Section 9100 of the Civil Code or fail to pay for any materials, provisions, provender, equipment or other supplies used in, upon, for or about the performance of the work contracted to be done or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the surety or sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or Contract pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, Contract or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or Contract or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the City and the Principal or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that the claimant is a person described in Section 9100 of the Civil Code and has not been paid the full amount of his or its claim and that Surety does hereby waive notice notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Section 2819 and 2845 of the California Civil Code.

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**PAYMENT (MATERIAL AND LABOR) BOND Cont. (PAGE 2 of 3)**

**AS-NEEDED OR ON-CALL SERVICES [IF APPLICABLE].** Since the Contract Documents involve as-needed or on-call services, each individual request or project work order under the Contract Documents may be considered a separate project for purposes of the City's purchasing requirements. In addition, the term of such Contract Documents are based upon the expiration of a date certain and not upon the completion of the Project or any individual project work order. Thus, the Contractor may wish to change sureties or its bond during the term of the Contract Documents, including at the natural expiration of the initial term or any renewal term. Therefore, regardless of any term or timeframe limitation specified above, the obligations of this bond shall include any and all work authorized in accordance with the Contract Documents during any such period this bond was in place, regardless of when the initial term or any renewal term of the Contract Documents expires or is terminated, and regardless of when the Project or any individual project work order is completed. Nothing herein shall be construed to otherwise limit the guarantees and rights of this obligation, including those which may extend beyond when the initial term or any renewal term of the Contract Documents expires or is terminated, or beyond when the Project or any individual project work order is completed. Furthermore, the execution of separate and/or additional bond(s) during the initial term or any renewal term shall not extinguish, exonerate, or terminate the guarantees and obligations as set forth in this bond. Finally, when describing in the preceding paragraph the stipulation and Contract that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract (including the Contract Documents), any changes or alterations to the Contract Documents shall also include an increase in the compensation for a project work order.

**CONTRACT WITH RENEWAL OPTIONS.** Since the Contract Documents include a renewal option, the Contractor may wish to change sureties or its bond during the term of the Contract Documents, subject to City approval, including at the natural expiration of the initial term or any renewal term. Therefore, regardless of any term or timeframe limitation specified above, the obligations of this bond shall include any and all work authorized in accordance with the Contract Documents during any such period this bond was in place, regardless of when the initial term or any renewal term of the Contract Documents expires or is terminated, and regardless of when the Project is completed. Nothing herein shall be construed to otherwise limit the guarantees and rights of this obligation, including those which may extend beyond when the initial term or any renewal term of the Contract Documents expires or is terminated, or beyond when the Project is completed. Furthermore, the execution of separate and/or additional bond(s) during the initial term or any renewal term shall not extinguish, exonerate, or terminate the guarantees and obligations as set forth in this bond. Finally, when describing in the preceding paragraph the stipulation and Contract that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract (including the Contract Documents), any changes or alterations to the Contract Documents shall also expressly include any extended performance and increase in the compensation as a result of the City's election to renew the Contract as contemplated in the Contract Documents.

\* \* Continued on Next Page \* \*



**PAYMENT (MATERIAL AND LABOR) BOND Cont. (PAGE 3 of 3)**

**IN WITNESS WHEREOF**, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

**CONTRACTOR:**

**SURETY:**

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

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

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE 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 attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of \_\_\_\_\_ }

On \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_ [Seal]

Signature of Notary Public

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

EXHIBIT 'E'

CARB FLEET COMPLIANCE CERTIFICATION

**\*\*\*INSERT CARB FLEET COMPLIANCE FROM SUBMITTAL\*\*\***