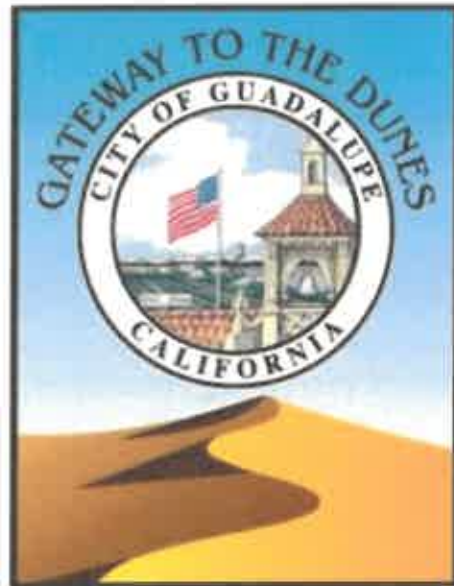


April 2023



## REQUEST FOR QUOTE

The City of Guadalupe (City) is interested in demolishing a municipal water tank and associated on-site facilities located on Pioneer Street in the City of Guadalupe. All work shall be prevailing wage. A general site plan is attached. The tank paint has been tested. Results are attached.

All features onsite shall be removed to 3 feet below grade and backfilled with clean dirt (available from City), except for the storage building. Most underground piping has already been disconnected. City staff will arrange to disconnect any remaining piping, in coordination with the contractor. Contractor shall have a C21 demolition license and valid DIR number from the State of California at the time of bidding and throughout the project. Contractor must list three references associated with similar demolition projects within the last five years to be considered for this project.

All onsite materials to be removed, including those containing lead, shall become the property of the contractor, shall be safely removed from the site, and waste materials shall be properly transported and disposed of in a manner that meets all state and federal laws.

Contractor to whom this project is awarded shall sign an agreement such as the one attached and shall maintain appropriate insurance throughout the work. Work shall be completed before August 1, 2023. Proposal shall be valid for 90 days. City reserves the right to reject all proposals or modify the RFP.

If you are interested in bidding on this work, please complete and email the attached sheet to Shannon Sweeney at [ssweeney@ci.guadalupe.ca.us](mailto:ssweeney@ci.guadalupe.ca.us) by May 18, 2023. Late proposals will not be accepted. If you have questions, please submit them via email to [ssweeney@ci.guadalupe.ca.us](mailto:ssweeney@ci.guadalupe.ca.us) before May 11, 2023. If you wish to see the site prior to bidding, please coordinate a visit with Jaime Vidales, who can be reached at 805 – 315 – 6173.

**PROPOSAL  
TO  
THE CITY OF GUADALUPE  
FOR  
BONITA TANK DEMOLITION**

NAME OF BIDDER \_\_\_\_\_

BUSINESS P.O. BOX \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

BUSINESS STREET ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

C21 CA DEMOLITION LICENSE NUMBER: \_\_\_\_\_

DIR NUMBER: \_\_\_\_\_

| Item  | Unit | Est Quantity | Unit Price | Total Price |
|---|------|--------------|------------|-------------|
| Tank demolition   | LS   | 1            |            |             |
| Remove piping and other onsite features (except building) | LS   | 1            |            |             |
| Dispose of materials                                      | LS   | 1            |            |             |
| Restore site  | LS   | 1            |            |             |
| <b>Total</b>  |      |              |            |             |

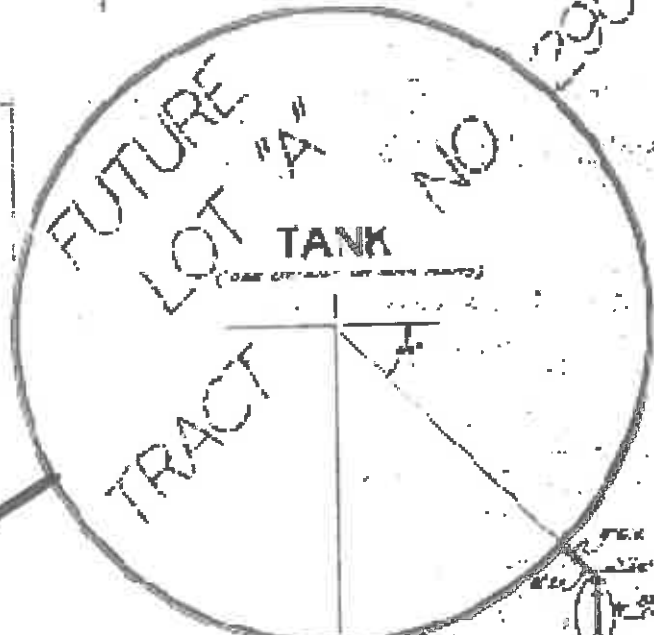
\_\_\_\_\_ Total Bid Amount shall be shown in both words and figures.

List references for three similar projects:

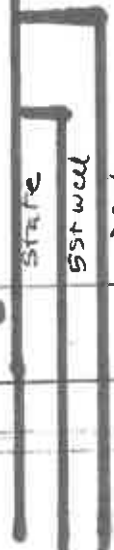
Name: \_\_\_\_\_ Project: \_\_\_\_\_ Phone #: \_\_\_\_\_

Name: \_\_\_\_\_ Project: \_\_\_\_\_ Phone #: \_\_\_\_\_

Name: \_\_\_\_\_ Project: \_\_\_\_\_ Phone #: \_\_\_\_\_



To remain



FUTURE PIONEER STREET



# *Clinical Laboratory of San Bernardino, Inc.*

*Celebrating 50 Years of Analytical Service 1967-2017*



04 January 2022

**Clinical Lab No.: 21L1543**

Water Quality Supervisor  
Guadalupe, City of  
918 Obispo St.  
Guadalupe, CA 93434

**Project Name: City Testing**

Enclosed are the results of the analysis for sample(s) received at the laboratory on 12/17/21 . These sample(s) were analyzed at a sub-contract laboratory, with the final reports indicating the analyzing/reporting laboratory.

If applicable, these final reports will also indicate any state EDT transfer that has occurred. Please call if any additional information and/or assistance are needed.

Thank you for choosing Clinical Laboratory of San Bernardino for your analytical needs.

Sincerely,



Nate Fresquez  
Project Manager



**CALIFORNIA LABORATORY SERVICES**  
*Committed. Responsive. Flexible.*

January 04, 2022

**CLS Work Order #: 21L1431**

**COC #:**

Nate Fresquez  
Clinical Lab of San Bernardino  
21881 Barton Road  
Grand Terrace, CA 92324

**Project Name: 21L1543**

Enclosed are the results of analyses for samples received by the laboratory on 12/23/21 11:30. Samples were analyzed pursuant to client request utilizing EPA or other ELAP approved methodologies. I certify that the results are in compliance both technically and for completeness.

Analytical results are attached to this letter. Please call if we can provide additional assistance.

Sincerely,

James Liang, Ph.D.  
Laboratory Director

CA SWRCB ELAP Accreditation/Registration number 1233



# CALIFORNIA LABORATORY SERVICES

*Committed. Responsive. Flexible.*

01/04/22 13:33

Clinical Lab of San Bernardino  
21881 Barton Road  
Grand Terrace, CA 92324

Project: 21L1543  
Project Number: [none]  
Project Manager: Nate Fresquez

**CLS Work Order #: 21L1431**  
COC #:

## Metals by EPA 6000/7000 Series Methods

| Analyte   | Result      | MDL  | Reporting Limit | Units | Dilution | Batch   | Prepared | Analyzed | Method    | Notes |
|---|-------------|------|-----------------|-------|----------|---------|----------|----------|-----------|-------|
| <b>Bonita Boosting Station / 21L1543-01 (21L1431-01) Solid Sampled: 12/15/21 15:20 Received: 12/23/21 11:30</b> |             |      |                 |       |          |         |          |          |           |       |
| <b>Lead</b>   | <b>1300</b> | 0.18 | 2.5             | mg/kg | 1        | 2110798 | 12/29/21 | 12/30/21 | EPA 6010B |       |



|  |  |                                     |
|--|--|-------------------------------------|
| Clinical Lab of San Bernardino<br>21881 Barton Road<br>Grand Terrace, CA 92324 | Project: 21L1543<br>Project Number: [none]<br>Project Manager: Nate Fresquez | CLS Work Order #: 21L1431<br>COC #: |
|--|--|-------------------------------------|

**Metals by EPA 6000/7000 Series Methods - Quality Control**

| Analyte                                | Result | MDL  | Reporting Limit | Units | Spike Level  | Source Result | %REC | %REC Limits | RPD | RPD Limit | Notes |
|--|--------|------|-----------------|-------|--|---------------|------|-------------|-----|-----------|-------|
| <b>Batch 2110798 - EPA 3050B</b>       |        |      |                 |       |  |               |      |             |     |           |       |
| <b>Blank (2110798-BLK1)</b>            |        |      |                 |       | Prepared: 12/29/21 Analyzed: 12/30/21                    |               |      |             |     |           |       |
| Lead                                   | ND     | 0.18 | 2.5             | mg/kg |  |               |      |             |     |           |       |
| <b>LCS (2110798-BS1)</b>               |        |      |                 |       | Prepared: 12/29/21 Analyzed: 12/30/21                    |               |      |             |     |           |       |
| Lead                                   | 47.0   | 0.18 | 2.5             | mg/kg | 50.0   |               | 94   | 75-125      |     |           |       |
| <b>Matrix Spike (2110798-MS1)</b>      |        |      |                 |       | Source: 21L1605-04 Prepared: 12/29/21 Analyzed: 12/30/21 |               |      |             |     |           |       |
| Lead                                   | 48.3   | 0.18 | 2.5             | mg/kg | 50.0   | 9.39          | 78   | 75-125      |     |           |       |
| <b>Matrix Spike Dup (2110798-MSD1)</b> |        |      |                 |       | Source: 21L1605-04 Prepared: 12/29/21 Analyzed: 12/30/21 |               |      |             |     |           |       |
| Lead                                   | 53.9   | 0.18 | 2.5             | mg/kg | 50.0   | 9.39          | 89   | 75-125      | 11  | 30        |       |



Clinical Lab of San Bernardino  
21881 Barton Road  
Grand Terrace, CA 92324

Project: 21L1543  
Project Number: [none]  
Project Manager: Nate Fresquez

**CLS Work Order #: 21L1431**  
COC #:

**Notes and Definitions**

DET Analyte DETECTED  
ND Analyte NOT DETECTED at or above the reporting limit (or method detection limit when specified)  
NR Not Reported  
dry Sample results reported on a dry weight basis  
RPD Relative Percent Difference

**This is a “MDL Report”, thus if the report denotes an “ND” for a particular analyte, it should be noted that the analyte was not detected at or above the MDL.**



214431

SUBCONTRACT ORDER  
Clinical Laboratory of San Bernardino  
21L1543

**SENDING LABORATORY:**

Clinical Laboratory of San Bernardino  
21881 Barton Road  
Grand Terrace, CA 92313  
Phone: 909.825.7693  
Fax: 909.825.7696  
Project Manager: Nate Fresquez

**RECEIVING LABORATORY:**

CLS Labs  
3249 Fitzgerald Rd.  
Rancho Cordova, CA 95742  
Phone : (916) 638-7301  
Fax: (916) 638-4510

Please email results to Project Manager: Nate Fresquez

[ ] glaubig@clinical-lab.com [ ] styles@clinical-lab.com [ ] jhernandez@clinical-lab.com [x] fresquez@clinical-lab.com

CLIP transfer those samples with PS codes provided [ ] Yes [x] No  
Water Trax Upload Client: \_\_\_\_\_ [ ] Yes [x] No  
GeoTracker Upload Client: \_\_\_\_\_ [ ] Yes [x] No

Turn Around Time [ ] 10 Days [x] 5 Days [ ] Other \_\_\_\_\_ Days

Subcontract Comments:

**Analysis**

**Comments**

Sample ID: Bonita Boosting Station / 21L1543-01

Sampled: 12/15/21 15:20 PS Code:  
Solid

WTX ID:

Lead EPA 6010B

Containers Supplied:

1 Pint Plastic (A)

Released By: B. J. [Signature] Date / Time: 12/19/21 10:00 Received By: [Signature] Date / Time: 12/23/21 1130

Released By \_\_\_\_\_ Date / Time \_\_\_\_\_ Received By \_\_\_\_\_ Date / Time \_\_\_\_\_

4.1 / 4.7



**AGREEMENT FOR CONTRACTOR SERVICES**

**BETWEEN**

**THE CITY OF GUADALUPE**

**AND**

THIS AGREEMENT FOR CONTRACTOR SERVICES (the "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between the CITY OF GUADALUPE, a municipal corporation ("City") and, \_\_\_\_\_, a California \_\_\_\_\_ ("Contractor").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Term of Agreement. Subject to the provisions of Section 19 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.

Section 2. Scope of Services. Contractor agrees to perform the services set forth in Exhibit A (Scope of Services) and made a part of this Agreement.

Section 3. Additional Services. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit A unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Contractor shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

Section 4. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in Exhibit A (Compensation) and made a part of this Agreement.

(b) Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, sub-contractor contracts and miscellaneous expenses. City shall independently review each invoice submitted by Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and Scope of Services. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event City disputes any charges or expenses, City shall return the original invoice to Contractor with specific items in dispute identified for correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

(c) Except as to any charges for work performed or expenses incurred by Contractor, which are disputed by City, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's invoice.

(d) Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

(e) Contractor shall have the right to suspend services if not paid in accordance with this Agreement.

Section 5. Inspection and Final Acceptance. City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed, if the work is found to be defective or not in compliance with the defined Scope of Services. Acceptance of any of the Contractor's work by City shall not constitute a waiver of any of the provisions of this Agreement, including but not limited to, Sections 15 and 16, pertaining to indemnification and insurance, respectively. Contractor agrees to cooperate in any such inspection.

Section 6. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

Section 7. Contractor's Books and Records.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of services pursuant to this Agreement. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable notice during regular business hours, upon written request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement. The City shall compensate the Contractor for all costs associated with providing these materials to the City.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Contractor's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such

documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 8. Status of Contractor.

(a) Contractor is and shall at all times during the terms of this Agreement remain a wholly independent Contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees or agents are in any manner officials, employees or agents of City.

(c) Neither Contractor nor any of Contractor's officers, employees or agents shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

Section 9. Standard of Performance. Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Agreement.

Section 10. Compliance With Applicable Laws, Permits and Licenses. Contractor shall keep itself informed of and comply with all applicable federal, state and local

laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Contractor. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Contractor to comply with this section.

Section 11. Nondiscrimination. Contractor shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.

Section 12. Unauthorized Aliens. Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

Section 13. Conflicts of Interest. Contractor agrees to at all times avoid conflicts of interest with the interests of the City in the performance of this Agreement.

Section 14. Confidential Information; Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Administrator, except as may be required by law.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at

depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this section, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or sub contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Contractor shall be compensated for all costs associated with complying with this section.

#### Section 15. Indemnification.

(a) City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Contractor or any other person for, and Contractor shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by Contractor's performance of or failure to perform any services under this Agreement or by the negligent or willfully wrongful acts or omissions



of Contractor, its agents, officers, directors, sub contractors or employees, committed in performing any of the services under this Agreement.

(b) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Contractor has agreed to indemnify Indemnitees as provided above, Contractor, upon notice from City, shall defend Indemnitees at Contractor's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Contractor under Section 16 shall ensure Contractor's obligations under this section, but the limits of such insurance shall not limit the liability of Contractor hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(c) The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willfully wrongful acts or omissions.

(d) City agrees to indemnify Contractor for any such neglect or willfully wrongful acts committed by City or its officers, agents or employees.

Section 16. Insurance. Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Contractor, its agents, representatives or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. Contractor agrees to provide City with copies of required policies upon request. Prior to the beginning of and throughout the duration of the Work, Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

Contractor shall provide the following types and amounts of insurance. Without limiting Contractor's indemnification of CITY, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1"any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement, along with a waiver of subrogation endorsement.

(4) Errors and omission liability insurance appropriate to the Contractor's profession.

B. Minimum Limits of Insurance: Contractor shall maintain limits of insurance no less than:

(1) General Liability Insurance: Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. The policy must include contractual liability that

has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. This insurance and any umbrella or excess liability insurance shall be maintained for a minimum of three years or as long as there is a statutory exposure to completed operations claims, with the City and its officers, officials, employees, and agents continued as additional insured.

(2) Automobile Liability: Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(3) Workers' Compensation and Employer's Liability: Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees. Contractor shall submit to CITY.

(4) Errors and Omissions Liability: \$1,000,000 per claim as appropriate for the profession.

(5) Umbrella or excess liability insurance (if needed): Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;

- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(6) Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

C. Other Provisions: Insurance policies required by this Agreement shall contain the following provisions:

(1) Notice of Cancellation: Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City.

(2) Primary/noncontributing: Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY’s own insurance or self-insurance shall be called upon to protect it as a named insured.

(3) City’s Rights of Enforcement: In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by Contractor or CITY will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, CITY may cancel this Agreement.

(4) Waiver of Subrogation: All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against CITY, and shall require similar written express waivers.

(5) Enforcement of Contract Provisions (non estoppel): Contractor acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform Contractor of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

(6) Requirements not Limiting: Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

(7) Prohibition of Undisclosed Coverage Limitations: None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

(8) Separation of Insureds: A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(9) Pass through Clause: Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements

required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

(10) City's Right to Revise Requirements: The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the CITY and Contractor may renegotiate Contractor's compensation.

(11) Self-insured Retentions: Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

(12) Timely Notice of Claims: Contractor shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(13) Additional Insurance: Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Section 17. Assignment. The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under the Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize sub contractors.

Section 18. Continuity of Personnel. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff assigned to perform the services required under this Agreement, prior to any such performance.

Section 19. Termination of Agreement.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Contractor. In the event such notice is given, Contractor shall cease immediately all work in progress.

(b) Contractor may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.

(c) If either Contractor or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession shall be returned to City. Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

Section 20. Default. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default and may terminate this Agreement immediately by written notice to Contractor.

Section 21. Excusable Delays. Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of the City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Section 22. Cooperation by City. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in Exhibit A, shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

Section 23. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or United States mail, postage prepaid, addressed as follows:

To City:                      City Administrator  
   City of Guadalupe  
   918 Obispo Street  
   Guadalupe, CA 93434

To Contractor:

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 24. Authority to Execute. The person or persons executing this Agreement on behalf of the Contractor represents and warrants that they have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.



Section 25. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 26. Modification of Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 27. Waiver. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any provisions of this Agreement.

Section 28. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 29. Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 30. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 31. Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 32. Preparation of Agreement. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

CITY:

CONTRACTOR:

CITY OF GUADALUPE

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

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

Shannon Sweeney, Public Works Director

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

APPROVED AS TO FORM:

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

\_\_\_\_\_

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

Philip Sinco, City Attorney