TO: Honorable Mayor and City Council  
Attention: Laura C. Kuhn, City Manager  

FROM: Shawn Cunningham, Director of Public Works  
(Staff Contact: Brian Mclean, (707) 469-6504)  

SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VACAVILLE  
TERMINATING THE CALIFORNIA DEPARTMENT OF CORRECTIONS  
LANDSCAPE MAINTENANCE RESPONSIBILITY OF KEATING PARK AND  
AUTHORIZING THE CITY OF VACAVILLE TO ENTER INTO A CONTRACT  
WITH DOMINGUEZ LANDSCAPE SERVICES, INC. FOR LANDSCAPE  
SERVICES AT KEATING PARK  

DISCUSSION:  
The City of Vacaville entered into a Joint Powers Agreement (JPA) with the California  
Department of Corrections (CDC) on June 1, 2000. The JPA is a cooperative agreement  
detailing matters of mutual interest between the CDC and the City of Vacaville. Included within  
the JPA is the lease of Keating Park to the City of Vacaville and the provision of one  
maintenance crew, consisting of one custodial coverage-correctional officer and inmates for  
maintenance and repair of the property, subject to the payment of inmate wages and custodial  
coverage-correctional officers by the City.  

In July 2015, the invoice from the CDC for the custodial coverage-correctional officer  
dramatically increased from a previous average of $5,000 per month to $10,000 per month. City  
staff contacted CDC representatives and learned that the CDC had not been charging the City  
for the fully-allocated costs that included benefits for the custodial coverage-correctional officer.  
As the new monthly invoices effectively doubled the annual cost, negatively impacting the Public  
Works maintenance budget, staff met with CDC staff to discuss the possibility of the City  
contracting with a landscape vendor to provide services at a lower annual cost to the City; the  
CDC concurred with City staff’s plan. Consequently, a notice of intent was sent to the CDC staff  
on May 20, 2016, advising them of the City’s intent to terminate use of inmate crews for  
maintenance of Keating Park. Additionally, a letter of termination eliminating the CDC Keating  
Park inmate crew and the correctional guard from the JPA has been drafted and will be  
forwarded to the CDC (Attachment 1) with approval of the recommendation by City Council.  

In April, the Maintenance Division staff developed and issued a Request for Proposals (RFP) for  
Keating Park landscape services. The initial term of the contract is from July 1, 2016 to June 30,  
2017, with the option of up to four (4), one-year option years. Two bid packages were received;  
the bidder receiving the highest point score and ranked #1 is Dominguez Landscape Services, Inc. for a total annual cost of $56,330.52.  

Approval of this contract (Attachment 2) will save $63,670 in Fiscal Year 2016/17 as compared  
to the anticipated $120,000 that would otherwise be expended by the City for continuation of the  
Keating Park landscape services provided by the CDC.  

FISCAL IMPACT:  
Funding for the landscape maintenance services provided at Keating Park are 100% General  
Fund. Dominguez Landscape Services Inc. was ranked highest with an RFP bid submittal of  
$56,330.52 per year. Approval of this resolution will save the General Fund approximately
$63,670 in the first year and a potential total savings of $318,350 over the course of the base year and four option years.

**RECOMMENDATION:**

By simple motion, adopt the subject resolution.

**ATTACHMENTS:**

Resolution – Action Item
Attachment 1: Keating Park Landscape Maintenance, Letter of Termination to California Department of Corrections
Attachment 2: Contract with Dominquez Landscape Services Inc. for Landscape Maintenance Service at Keating Park
RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VACAVILLE TERMINATING THE CALIFORNIA DEPARTMENT OF CORRECTIONS LANDSCAPE MAINTENANCE RESPONSIBILITY OF KEATING PARK AND AUTHORIZING THE CITY OF VACAVILLE TO ENTER INTO A CONTRACT WITH DOMINGUEZ LANDSCAPE SERVICES, INC. FOR LANDSCAPE SERVICES AT KEATING PARK

WHEREAS, on June 1, 2000, the City of Vacaville and California Department of Corrections (CDC) entered into a Joint Powers Agreement (JPA) for matters of mutual interest between the CDC and the City of Vacaville; and

WHEREAS, included within the JPA is the provision of landscape maintenance services provided by the CDC consisting of one inmate maintenance crew and one custodial coverage-correctional officer, subject to the payment of inmate wages and custodial coverage-correctional officer by the City of Vacaville; and

WHEREAS, in July 2015, the invoice from the CDC for the custodial coverage-correctional officer increased from a previous average of $5,000 per month to $10,000 per month reflecting the fully allocated costs, including benefits of the custodial coverage-correctional officer; and

WHEREAS, City staff met with CDC representatives, who concurred with the City’s plan to hire a landscape maintenance firm to provide landscape services at Keating Park; and

WHEREAS, a Request for Proposals (RFP) was issued for Keating Park landscape services with a one-year base term starting July 1, 2016 to June 30, 2017 and four (4) one-year option years; Dominguez Landscape Services, Inc., received the highest point score and was ranked #1 with a submitted bid of $56,330.52 for the initial one-year term of the agreement from July 1, 2016 to June 30, 2017; and

WHEREAS, approval of the agreement would result in a General Fund savings of $63,670 in Fiscal Year 2016/17 and an anticipated General Fund savings of $318,350 over the course of the full five year term of the agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vacaville that the City Manager or her designee is authorized to transmit a letter to the California Department of Corrections terminating the CDC’s Joint Powers Agreement responsibility for Keating Park landscape maintenance and the Director of Public Works, or his designee, is authorized to execute an agreement with Dominguez Landscape Services, Inc., for landscape maintenance services at Keating Park.
I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Vacaville, held on the 14th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

________________________________
Michelle A. Thornbrugh, City Clerk
June 15, 2016

Department of Corrections and Rehabilitation
California Medical Facility
Robert W. Fox, Warden
P.O. Box 2000
Vacaville, CA 95696

Department of Corrections and Rehabilitation
California Medical Facility
Associate Warden, Business Services
P.O. Box 2000
Vacaville, CA 95696

Department of Corrections and Rehabilitation
Chief Business Services Section
P.O. Box 94283
Sacramento, CA 94283-0001

Department of General Services and Rehabilitation
Real Estate Services Division
1102 Q Street, Suite 6000
Sacramento, CA 95814

Dear Warden Fox:

In accordance with section III.I.1 of the Joint Powers Agreement Between the City of Vacaville and the California Department of Corrections dated June 1, 2000 (“JPA”), and Section 10 of Lease No. L-1851- the Lease governing premises located at California Medical Facility, Vacaville [commonly known as Keating Park or the Lease Premises], dated June 1, 2000 (“Lease”) the City of Vacaville (“City”) hereby terminates use of the inmate crew (consisting of one custodial coverage-correctional officer and inmates) for maintenance of Keating Park/Lease Premises effective July 1, 2016. As required by the JPA and the Lease, the City acknowledges that City remains solely responsible for the maintenance of Keating Park/Lease Premises for the remainder of the co-existent terms of the JPA and the Lease.

This notice of termination applies only to the maintenance crew for Keating Park. Any other maintenance crews provided pursuant to the JPA or other agreements or documents shall not be affected by this notice of termination. Further, all of the remaining conditions of the JPA and the Lease remain in full force and effect and are not affected by the termination of the Keating Park maintenance crew.

If you have any questions, please feel free to contact me.

Sincerely,

Laura C. Kuhn
City Manager

cc: Shawn Cunningham, Director of Public Works
    Melinda Stewart, Assistant City Attorney
CITY OF VACAVILLE

Contract No. 00000-00000

Date of Proposal May 12, 2016

THIS CONTRACT is made and entered into by and between the City of Vacaville, a municipal corporation ("City") and ____________________________ a California corporation ("Contractor").

Recitals

WHEREAS, City solicited cost estimates and schedules to perform the Keating Park Maintenance ("Project"); and

WHEREAS, City has determined that Contractor’s proposal is reasonable and complete; and

WHEREAS, the City Council has authorized the Director of Public Works to execute this CONTRACT, and to accept the work when completed on behalf of City.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

CONTRACT

ARTICLE I. SCOPE OF CONTRACT. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by City, and under the conditions set forth in the Payment Bond (attached hereto) required of Contractor, Contractor agrees, at Contractor’s own cost and expense, to do all the work and furnish all the labor and equipment necessary to complete, in a good and workmanlike manner and to the satisfaction of the Director of Public Works, all the works and improvements described, mentioned and set forth in this CONTRACT, and also in accordance with the State of California Department of Transportation Standard Specifications and Standard Plans dated May 2006, including any amendments, the most current edition of City's Standard Specifications as of the date of this CONTRACT, and all the requirements set forth herein (hereafter collectively referred to as the “CONTRACT”).

ARTICLE II. SCOPE OF SERVICES. Contractor shall perform those services specified in Exhibit ‘A’, entitled “Scope of Services,” which is attached hereto and incorporated herein.

ARTICLE III. COMMENCEMENT, PROSECUTION AND TIME OF COMPLETION OF WORK. Contractor shall commence the work as mutually agreed upon with the Engineer and Contractor or before ten (10) working days from the date of Contractor's receipt of written Notice to Proceed from City to Contractor. The phrase “commence the work” means to engage in a continuous program on-site, including, but not limited to, the fabrication,
erection or installation of the work. Said Notice to Proceed will be issued following the execution of this CONTRACT and the filing by Contractor of the required bonds and proof of insurance. The first working day will be the first working day following the date the CONTRACT has been approved by the City.

Contractor shall diligently prosecute the work to completion ("Contract Time of Completion") before the expiration of

_5 Working Days_

Designated City legal holidays are January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, the day after Thanksgiving, December 24th, December 25th, and December 31st. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When a designated legal holiday falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Contractor shall limit its work to between the hours of 6:00 AM and 6:00 PM on Monday through Friday, unless prior written approval is obtained from City. Work shall be allowed on Saturdays or Sundays without prior written approval of City. The hours and days of work may be altered, by City, to accommodate the efficient movement of traffic without additional compensation due to Contractor.

Failure to complete the work by the completion date and in the manner provided for by this CONTRACT shall subject Contractor to liquidated damages as hereinafter provided in this CONTRACT. Time is and shall be of the essence in the performance of this CONTRACT.

**ARTICLE VI. LIQUIDATED DAMAGES.** The occurrence and amount of damages that City would suffer if the work is not completed within the Contract Time of Completion set forth above are dependent upon many circumstances and conditions and, from the nature of the work, it is impracticable and extremely difficult to fix actual damages. Damages which City would suffer in the event of delay include, but are not limited to, loss of use, expenses of prolonged employment of an architectural and engineering staff, costs of administration, inspection and supervision and the loss suffered by the public within the City by reason of the delay in the completion of the work to serve the public at the earliest possible time. Accordingly, the parties hereto agree, and by execution of this CONTRACT, Contractor understands, has ascertained and agrees that the amounts set forth herein as liquidated damages shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire work within the Contract Time of Completion:

| Failure to complete all work specified in the CONTRACT, including Punch List items. | $100.00 per calendar day, or portion thereof |

Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay in completion.

**ARTICLE VII. PREVAILING WAGES.** Section 1771 of the California Labor Code provides that "not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work shall be paid to all workers employed on public works." Copies of the "General Prevailing Wage Rates" are on file in the
office of the Department of Public Works, which shall be made available for inspection to any interested party on request, which said rates are hereby made a part hereof and incorporated herein by reference as though set forth in full.

Section 1720 of the California Labor Code provides that "public works" includes construction, alteration, demolition, installation, or repair work done under contracts and paid for in whole or in part out of public funds. It is expressly agreed by and between the parties hereto that Contractor shall pay not less than the general prevailing rate of per diem wages to these and other trades covered under California Labor Code Sections 1720 et seq.

Prevailing Wage Rates can be downloaded from the Department of Industrial Relations website at http://www.dir.ca.gov/DLIR/PWD/index.htm, or purchased from:

Department of Industrial Relations
State of California
Prevailing Wage Rate Unit
P.O. Box 420603
San Francisco, CA 94142

Changes, if any, to the General Prevailing Wage Rates will be available at the same locations.

Contractor shall also comply with the reporting requirements of California Labor Code Sections 1720 et seq. by preparing a weekly report of all payrolls for all employees performing the above-referenced work and by submitting such weekly report to City. Payrolls shall contain the full name, address and social security number of each employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. The employee's address and social security number need only appear on the first payroll on which the employee's name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by Contractor or his/her authorized agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by this CONTRACT. The "Statement of Compliance" shall be on forms furnished by City or on any form with identical wording. Contractor shall also be responsible for submitting the weekly report(s) of all payrolls of any and all subcontractors.

ARTICLE VIII. WORKERS' COMPENSATION. By Contractor's signature hereunder, Contractor certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation benefits in the amounts specified herein, or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of this CONTRACT.

ARTICLE IX. CONTRACT AMOUNT. Contractor agrees to receive and accept the following prices as full compensation for furnishing all labor, equipment, and materials and for doing all the work contemplated and embraced in this CONTRACT; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions that may arise or be encountered in the prosecution of the work until its acceptance by the Director of Public Works, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Scope of Services, Special Provisions, and Project Plans and the requirements of City under them, to wit:
## Keating Park Maintenance

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit of Measure</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Item Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Open/Close Park Gates/Bathrooms</td>
<td></td>
<td></td>
<td>$ 2,002.00</td>
<td>$ 2,002.00</td>
</tr>
<tr>
<td>2</td>
<td>Clean Bathrooms/Restock Toiletries</td>
<td></td>
<td></td>
<td>$ 953.33</td>
<td>$ 953.33</td>
</tr>
<tr>
<td>3</td>
<td>Pick Up Litter within park boundaries</td>
<td></td>
<td></td>
<td>$ 953.33</td>
<td>$ 953.33</td>
</tr>
<tr>
<td>4</td>
<td>Mow Turf w/Push Mower - Infields A, B, 1, and 2</td>
<td></td>
<td></td>
<td>$ 785.55</td>
<td>$ 785.55</td>
</tr>
<tr>
<td></td>
<td><strong>Total Price</strong></td>
<td></td>
<td></td>
<td><strong>$</strong></td>
<td><strong>4,694.21</strong></td>
</tr>
</tbody>
</table>


PROJECT NAME Keating Park Maintenance
Contract No. 0000-00000

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
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<th>Unit Price</th>
<th>Item Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Daily Maintenance Keating Park</td>
<td>Lump Sum</td>
<td>1</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3.</td>
<td></td>
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<td>$</td>
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<td>4.</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>Total Price</strong></td>
<td></td>
<td></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

**TOTAL PRICE (Written Out)**

Zero Dollars & Zero Cents

ARTICLE X. PAYMENTS. After all work has been completed, and accepted by City, Contractor shall submit to City an itemized application for payment for the cost of the work in permanent place, as approved by City, which has been completed in accordance with this CONTRACT. The application for payment shall be prepared in a form acceptable to City, and shall contain itemized amounts. There will be no progress payments or incremental payments for work completed or for materials on hand. The application for payment shall not include requests for payment on account of changes, which have not been authorized by Change Orders, or for amounts Contractor does not intend to pay a subcontractor because of a dispute or other reason.

Within thirty-five (35) days of receipt of an itemized application for payment, City agrees to issue a payment to Contractor, subject to all of the terms and conditions of this CONTRACT, in an amount equal to that requested, less any disputed amount, which will be withheld pending resolution.

ARTICLE XI. CLAIMS AND DISPUTE RESOLUTION. A Claim is any request by Contractor to adjust, alter, modify, or otherwise change the Contract Amount or the Contract Time of Completion, or both. A Claim must be stated with specificity, including identification of the event or occurrence, giving rise to the Claim, the date of the event, and the asserted effect on the Contract Amount and/or the Contract Time of Completion, if any. The Claim shall include adequate supporting data. Adequate supporting data for a Claim for an adjustment of the Contract Time of Completion shall include, but not be limited to, scheduling data demonstrating the impact of the event on the time to complete of the work. Adequate supporting data for a Claim for an adjustment in the Contract Amount shall include, but not be limited to, a detailed cost breakdown of items included within the Claim and documentation supporting each item of cost.

Contractor shall submit all Claims to City before proceeding to perform the work, or portions of the work, giving rise to such Claim. Contractor hereby expressly waives any Claims of which Contractor was aware, whether or not the exact amounts of such Claims were ascertainable, and that are not submitted to City prior to Contractor proceeding to perform the work, or portions of the work, giving rise to such Claim.

All Claims shall be submitted, in complete and proper form, to City for decision within fifteen (15) days after the event or occurrence giving rise to the Claim and before the date of
City's final payment to Contractor, whichever is earlier. Contractor hereby expressly waives all Claims not made within the aforesaid time limits.

Contractor expressly waives any Claims for delay or adjustment to the Contract Time of Completion if, within three (3) days of the event or occurrence giving rise to the delay, Contractor fails to provide written notice to City of said event or occurrence. Said written notice of the Claim shall include the event or occurrence giving rise to the delay, the estimated duration of the delay, and the impact of the event or occurrence upon the time to complete of the work. Contractor will not be entitled to adjustments to the Contract Time of Completion for delays attributable to weather, unless such delays are attributable to weather that is abnormal and delays the completion of the work. Abnormal is to be based upon locally recognized annual weather patterns for the month in which the abnormal weather occurs.

As used herein, the following terms shall have the following meanings:

"Excusable Delay" means any delay of the completion of the work beyond the expiration of the Contract Time of Completion caused by conditions beyond the control and without the fault or negligence of Contractor such as strikes, embargoes, fires, unavoidable casualties, unusual delays in transportation, national emergencies, and stormy and inclement weather conditions in which the work cannot continue. The financial inability of Contractor, any subcontractor or supplier, and default of any subcontractor or supplier, without limitation, shall not be deemed conditions beyond Contractor's control. An Excusable Delay may entitle Contractor to an adjustment in the Contract Time of Completion.

"Compensable Delay" means any delay of the completion of the work beyond the expiration date of the Contract Time of Completion caused by the gross negligence or willful acts of City that is unreasonable under the circumstances involved, and not within the contemplation of the parties. A Compensable Delay may entitle Contractor to an extension of the Contract Time of Completion and/or Contract Amount.

"Unexcusable Delay" means any delay of the completion of the work beyond the expiration of the Contract Time of Completion resulting from causes other than those listed above. An Unexcusable Delay shall not entitle Contractor to an extension of the Contract Time of Completion or an adjustment of the Contract Amount.

Contractor may make a Claim for an extension of the Contract Time of Completion, for an Excusable Delay or a Compensable Delay, subject to the following:

(a) If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time of Completion shall be the number of days from the commencement of the first delay to the cessation of the delay that ends last.

(b) If an Unexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time of Completion shall be the number of days, if any, by which the Excusable Delay or the Compensable Delay exceeds the Unexcusable Delay.

(c) If an Unexcusable Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension in the Contract Time of Completion shall be the number of days, if any, by which the number of days determined pursuant to Subparagraph (a) exceeds the number of days of the Unexcusable Delay.

(d) For a Compensable Delay, Contractor shall only be entitled to an adjustment in the Contract Amount in an amount equal to the actual additional labor costs, material
costs, and unavoidable equipment costs reasonably incurred by Contractor as a result of the Compensable Delay, plus the actual additional wages or salaries and fringe benefits and payroll taxes of supervisory and administrative personnel necessary and directly employed at the Project site for the supervision of the work during the period of Compensable Delay.

Except as provided herein, Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.

The parties agree that City's exercise of its rights to order changes in the work, regardless of the extent and number of changes, or to suspend the work, is within the contemplation of the parties and shall not be the basis for any Claim for Compensable Delay. The rights of Contractor to adjustments in the Contract Time of Completion and the Contract Amount, based on changes ordered in the work or suspension of the work, shall be solely governed by this provision.

ARTICLE XII. FALSE CLAIMS.

California Penal Code Section 72 provides that any person who presents for payment with intent to defraud City or any City officer or employee, any false or fraudulent claim, bill, account, voucher, or writing, is punishable by fines not exceeding ten thousand dollars ($10,000) and/or imprisonment in the State prison.

Government Code Sections 12650 et seq. pertains to civil penalties that may be recovered from persons (including corporations, partnerships, etc.) who present a false claim for payment or approval, present a false record or statement to get a claim paid or approved, or other acts, to any officer or employee of any political subdivision of the State of California. Any person violating the provisions of Government Code Sections 12650 et seq. shall be liable for three (3) times the amount of the damages sustained by the political subdivision, a civil penalty, attorneys' fees, and costs.

All Claims by Contractor, shall include the following certification, properly completed, verified under penalty of perjury, and executed by Contractor or an officer of Contractor:

1. [Name], BEING THE [Title of Officer] OF [Name of Company] (MUST BE AN OFFICER) DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE CITY IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12560 ET SEQ. PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

Contractor agrees that submission of a Claim in strict conformance with all of these requirements of this CONTRACT, and written rejection of all or part of said Claim by City, is a condition precedent to any action by Contractor against City, including but not limited to, the filing of a lawsuit.
ARTICLE XIII. RESOLUTION OF CLAIMS.

California Public Contract Code Section 20104(c) requires the following be set forth in this CONTRACT:

20104 (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2 For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time not greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested
documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4 The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court, or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provisions of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorneys' fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation
or arbitration process.

20104.6

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the CONTRACT.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

ARTICLE XIV. CONTRACTOR REQUIREMENTS RE: PROSECUTION OF CLAIM.

In the event Contractor files a Claim as defined herein, or any other claim, including, but not limited to a claim pursuant to the California Tort Claims Act (Gov't C. §810 et seq.) (collectively referred to herein as “Claim”) Contractor agrees that, within seven (7) days of being requested, it will make available to City for inspection and copying, at City's expense, all of Contractor's books, budgets, bids, subcontracts, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, photographs, daily logs, diaries, memoranda, and the like, no matter how denominated or characterized, related in any way to the work, such Claim, or City's defenses thereto.

Contractor's failure to demand, in writing, an informal conference to meet and confer for settlement of a disputed or denied Claim within the time limits set forth in Public Contract Code Section 20104 et seq. shall result in City's response or denial of said Claim becoming final and binding, and not subject to mediation, arbitration, litigation, appeal, or challenge.

Nothing herein is intended to alter or modify Contractor's obligations imposed elsewhere in this CONTRACT, including but not limited to, timely notice and documentation of Claims.

ARTICLE XV. INDEMNITY AND HOLD HARMLESS.

A. Indemnity.

In accordance with Section 2778 of the Civil Code, Contractor shall indemnify and hold harmless City, its officers, officials, employees and volunteers from and against all actions, causes of actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including without limitation any fees and/or costs reasonably incurred by City’s staff attorneys or contract attorneys and any and all costs, fees and expenses incurred in enforcing this provision (hereafter collectively referred to as “liabilities”), arising out of or in connection with any negligent act or omission, misconduct or other legal fault of Contractor, its officers, employees, subconsultants, subcontractors or agents in connection with the performance or nonperformance of this CONTRACT, whether or not City accepted or approved any service or work product performed or provided by Contractor hereunder, and whether or not such liabilities are litigated, settled or reduced to judgment. In the event that a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable to City’s negligence or willful misconduct, City shall pay the portion of damages which is allocated to City’s negligence or willful misconduct, provided that City shall not be liable for any passive negligence of City, its officers, officials, employees, or volunteers in reviewing, accepting or approving any service or work product performed or provided by Contractor.

B. Obligation to Defend.
Contractor shall, upon City's request, defend with counsel approved by City (which approval shall not be unreasonably withheld), at Contractor's sole cost and expense, any action, claim, suit, cause of action or portion thereof that asserts or alleges liabilities resulting from any allegedly negligent act, omission, misconduct or other legal fault of Contractor, its officers, employees, subconsultants, subcontractors or agents in connection with the performance or nonperformance of this CONTRACT, whether or not such action, claim, suit, cause of action or portion thereof is well founded.

C. Insurance Policies; Termination.

Acceptance of insurance certificates or endorsements required under Exhibit ‘C’ of this CONTRACT does not relieve Contractor from liability under this Article XV or Article XVI, “Insurance Requirements,” and shall apply to all damages and claims of every kind suffered, or alleged to have been suffered, by reason of any of Contractor’s negligence, misconduct, or other legal fault regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The provisions of this Article XV shall survive any termination or expiration of this CONTRACT.

ARTICLE XVI. INSURANCE REQUIREMENTS. Contractor agrees to have and maintain the policies of insurance set forth in Exhibit ‘C’, entitled "Insurance", which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by City’s Risk Manager as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by City’s Risk Manager. Contractor agrees to provide City with a copy of said policies, endorsements, certificates and/or binders before work commences under this CONTRACT. Acceptance of insurance certificates or endorsements required under Exhibit ‘C’ of this CONTRACT does not relieve Contractor from liability under this Article XVI or Article XV and shall apply to all damages and claims of every kind suffered, or alleged to have been suffered, by reason of any of Contractor’s negligence, misconduct, or other legal fault regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The provisions of this Article XVI shall survive any termination or expiration of this CONTRACT.

ARTICLE XVII. ENTIRE AGREEMENT. Each party to this CONTRACT represents and warrants that no promise, inducement or agreement not expressed herein has been made to it in connection with this CONTRACT and that this CONTRACT contains the entire agreement between the parties and supersedes any previous agreements, negotiations, promises, or understandings between them.

Additionally, it is expressly understood and agreed that this CONTRACT may not be altered, amended, or modified, except by a writing duly executed by the parties hereto.

ARTICLE XVIII. GOVERNING LAW. This CONTRACT shall be governed by the laws of the State of California, including, but not limited to, the Public Contract Code.

ARTICLE XIX. VENUE. In the event that suit shall be brought by either party to this CONTRACT, the parties agree that venue shall be exclusively vested in the state courts of the County of Solano, or where otherwise appropriate, exclusively in the United States District Court, Eastern District, Sacramento, California.

ARTICLE XX. SEVERABILITY. If any one or more of the provisions contained in this CONTRACT is deemed by a court of law of competent jurisdiction to be invalid, illegal, or unenforceable, in any respect, the validity, legality, and enforceability of the remaining
provisions contained herein shall not in any way be affected or impaired thereby, and shall remain in full force and effect.

ARTICLE XXI. NO WAIVER OF REMEDIES. Contractor agrees that waiver by City of any breach or violation of any term or condition of this CONTRACT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other item or condition. The acceptance by City of the performance of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this CONTRACT.

[Balance of page intentionally left blank]
EXECUTED on the day and year last written below at Vacaville, California.

CITY OF VACAVILLE

By: _____________________________ DATE

SHAWN CUNNINGHAM
Interim Director of Public Works

CONTRACTOR

By: _____________________________

Dominguez Landscape Services Inc.

Name: Jesus Perez (Printed)

Title: General Manager (Printed) must be a corp. officer

Dated: May 12, 2016

Licensed in accordance with the State of California and providing for the registration of Contractors,

License No. 560128

Company: Dominguez Landscape Services Inc.

Federal Employer Identification Number: 68-0230098
PAYMENT BOND (Section 3247, Civil Code)

KNOW ALL MEN BY THESE PRESENTS,

THAT WHEREAS, City of Vacaville has awarded to ____________, a California corporation, _____, _____, CA ____ as principal, hereinafter designated as the “Contractor,” a Contract for the work described as follows:

City of Vacaville
Project Name Keating Park Maintenance
Contract No. 00000-000000

AND WHEREAS, Contractor is required to furnish a bond in connection with said CONTRACT to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the City of Vacaville in the sum of 100% of the Total Amount of Contractor’s Proposal in the amount of [written amount] Dollars ($0.00), for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors, or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

that if said Contractor, its heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the California Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of Contractor and its subcontractors pursuant to Section 18806 of the California Revenue and Taxation Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond is issued pursuant to Civil Code Sections 3247 through 3252, inclusive, of the State of California, and shall insure to the benefit of any and all persons, companies, and corporations named in Section 3181 of said Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety or Sureties for value received, hereby stipulate and agree that no change, extension of time, alteration, or addition to the terms of the CONTRACT, or to the work to be performed thereunder, or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does or do hereby waive notice of any change, extension of time, alteration, or addition to the terms of the CONTRACT, or to the work or to the specifications. Said Surety or Sureties hereby waive the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this day of ________________________, AD, ____. 
Note: Signatures of those executing for the Surety must be properly acknowledged.

By: ____________________________
    Attorney-In-Fact

• IMPORTANT NOTICE •

Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.
GUARANTEE

To the City of Vacaville:

City of Vacaville
Project Name Keating Park Maintenance
City Project No: 00000-000000

The undersigned guarantees the construction and installation of the following work included in this project and entitled [Andrews Park Driveway Approach and Pad]:

The work to be done, in general, consists of [add a summary of this project].

Should any of the work as a whole prove defective, due to faulty workmanship, or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with this CONTRACT due to any of the above causes, all within one (1) year after the date that the City Council of the City of Vacaville formally accepts completion of the work in accordance with the terms and conditions of this CONTRACT, the undersigned agrees, that upon receipt of notice in writing from City, that the undersigned shall promptly commence to make all such repairs arising out of defective workmanship within ten (10) calendar days of the date of such notice at no cost to City. City is hereby authorized, but is not required, to make such repairs if the undersigned fails to make or undertake with due diligence such repairs; provided, however, that in the case of an emergency, where in the opinion of City, delay could cause serious loss or damage, repairs may be made without notice being sent to the undersigned, and all expenses in connection therewith shall be charged to the undersigned. In the event the work of repair is performed by the undersigned, the undersigned agrees that such repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of the notice from City. If the undersigned should fail or refuse to comply with its obligations under this Guarantee, City shall be entitled to recover all costs and expenses, reasonably incurred by City by reason of said failure or refusal.

Date: May 12, 2011

Contractor
EXHIBIT ‘A’
“Scope of Services”

The work embraced herein shall be done in accordance with the requirements set forth in this Scope of Services, the City’s Standard Specifications as of the date of this CONTRACT, and the May 2006 edition of the State of California Department of Transportation Standard Plans and Standard Specifications, including any amendments.

In case of conflict between these documents, precedence shall be given in the above listed order (highest to lowest).

The scope of this project includes but is not limited to daily maintenance as described below, to be performed between the hours of 6:00am and 2:30pm Monday – Sunday. Gates locked at 6:00pm unless League play is scheduled after 6:00pm.

**Monday –Friday duties**
- Open/Close park gates at park entrance located on California Dr. and Alamo Lane. The selected contractor will be responsible for unlocking the main gates at 6:00 am and locking the main gates at 6:00pm. In the event that League play exceeds 6:00pm the League will be responsible to lock the gates when play is finished. A League schedule will be provided.
- Open bathrooms in the AM at sunrise
- Clean bathrooms, clean the floor with water and chemicals, squeegee floor, wipe down the fixtures, clean up and empty trash, restock toiletries.
- Pick up litter within park boundaries, trash enclosures will be provided by the City.
- Mow turf with push mower to a height of 2.5 to 3 inches (infields A,B,1,2 and common areas)
- Hand Watering (common areas) areas to be defined by City during site walk
- Ball Field Maintenance as directed by City
Saturday-Sunday duties

- Open/Close park gates at park entrance located on California Dr. and Alamo Lane. On both Saturday and Sunday of each week. The selected contractor will be responsible for unlocking the main gates at 6:00 am and locking the main gates at sundown. In the event that League play exceeds Sundown the League will be responsible to lock the gates when play is finished. A League schedule will be provided.
PUBLIC SAFETY

The Contractor is responsible to provide for the safety of its workmen and the public within the project’s work limits in accordance with all Federal, State and Local regulations.

PROJECT’S CONSTRUCTION SCHEDULE

By submitting a bid, Contractor represents it has reviewed the work required by the Contract Documents, including but not limited to, the availability of materials, labor, equipment and supplies, constraints upon Contractor’s own forces and resources, reasonable anticipated weather conditions and other factors, and agrees that the Contract Time and Liquidated Damages are reasonable under the circumstances.

The Contractor shall submit two (2) copies of the proposed progress schedule to the Engineer for approval prior to commencing work. The Contractor may furnish the schedule on a form of the Contractor’s choice. Legible hand-written schedules are acceptable.

PRESERVATION OF PROPERTY

Existing facilities to remain or not impacted shall not be damaged. If Contractor’s operation damages these facilities, Contractor shall immediately repair said damages at Contractor’s sole expense. Existing facilities include, but are not limited to, irrigation system, sidewalk, buildings, landscaping, and other existing facilities impacted by Contractor’s work. All trash, packaging material, debris, etc. created by the Project, shall be the property of Contractor, and shall be disposed of at Contractor’s expense.

NOTICE OF NOISE/DISRUPTION

Contractor shall provide a minimum of 24-hours notice to City of any anticipated noise or disruption to the area. Contractor shall not work within the roadway without an approved traffic control plan. This includes loading and unloading of materials that may require equipment to operate in the traveled way.

NOTIFY USA PRIOR TO EXCAVATION

Contractor shall notify City and the appropriate regional notification center for operators of subsurface installations at least two (2) working days prior to any excavation or other work adjacent to underground pipeline, conduit duct, wire or other structure. Regional notification centers include but are not limited to:

Underground Service Alert Northern California (USA)   1-800-642-2444

STORAGE OF MATERIALS

Materials shall not be stored in the public rights of way, outside the project work limits, or on private property without prior written approval from City.

MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications and these Special Provisions.
MEASUREMENT AND PAYMENT

Mobilization is included in the price given on the contractor’s quotation for “Keating Park Maintenance”

TRAFFIC CONTROL SYSTEM

During all construction operations, a minimum of one 12 foot wide lane of traffic in each direction shall be maintained.

Nothing in these special provisions shall relieve the Contractor from the responsibilities provided in Section 7-1.09, "Public Safety," of the Standard Specifications.
EXHIBIT C

INSURANCE REQUIREMENTS FOR CONTRACTORS

In all instances where CONTRACTOR or its representatives will provide construction services to CITY, CITY requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain insurance against claims for injuries to persons, damage to property or economic losses which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General and Auto Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General and Automobile Liability insurance to either CONTRACTOR or CITY with respect to the services of CONTRACTOR herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against CITY by virtue of the payment of any loss under such insurance.

Original signed certificates and separate policy endorsements naming the City of Vacaville as an additional insured for general liability, and a waiver of subrogation for Workers’ Compensation Insurance shall be received and approved by CITY before any work may begin. However, failure to do so shall not operate as a waiver of these insurance requirements.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

**Minimum Scope of Insurance** – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001) including coverage for on-going operations, and products and completed operations.
2. Original and separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
3. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
4. Workers’ Compensation Insurance as required by the State of California including Employer’s Liability coverage.
5. Original and separate Waiver of Subrogation for Workers’ Compensation Insurance.
<table>
<thead>
<tr>
<th>Required Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability (primary and excess limits combined)</td>
<td>Coverage shall be $_1,000,000.00_ per occurrence/$_2,000,000.00_ aggregate.</td>
</tr>
<tr>
<td></td>
<td>Includes coverage for bodily injury, personal injury, property damage and products and completed operations. The policy shall not exclude coverage for XCU perils (explosion, collapse, or damage to underground property). If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the <strong>minimum required aggregate limit shall be twice the per occurrence limit</strong>.</td>
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<td>Policy shall be endorsed to name City of Vacaville as an additional insured per the conditions detailed below.</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$_1,000,000.00_ per occurrence for bodily injury and property damage.</td>
</tr>
<tr>
<td>Workers’ Compensation and Employers’ Liability</td>
<td>Statutory limits as required by the State of California including $1,000,000 Employers’ Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance.</td>
</tr>
<tr>
<td>Required Policy Conditions</td>
<td></td>
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<td>----------------------------------------</td>
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</tr>
<tr>
<td>A. M. Best Rating</td>
<td>A-:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to CITY.</td>
</tr>
<tr>
<td>Additional Insured Endorsement</td>
<td>Applicable to General Liability. The City of Vacaville, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including but not limited to bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. <strong>ISO form CG 20 10 (11/85) or its equivalent is required. If endorsement excludes products and completed operations coverage, then form CG 20 37 (10/01) is also required.</strong></td>
</tr>
<tr>
<td>Primary and Noncontributory</td>
<td>The CONTRACTOR’s insurance coverage must be primary and noncontributory coverage as it pertains to CITY, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by CITY is wholly separate from the insurance of the CONTRACTOR and in no way relieves the CONTRACTOR from its responsibility to provide the required limits of insurance.</td>
</tr>
<tr>
<td>Waiver of Subrogation Endorsement Form</td>
<td>CONTRACTOR’s insurer will provide a Waiver of Subrogation endorsement in favor of CITY for Workers’ Compensation Insurance during the life of this AGREEMENT.</td>
</tr>
<tr>
<td>Deductibles and Self-Insured Retentions</td>
<td>Any deductible or self-insured retention over $50,000 must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects CITY or CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. CONTRACTOR is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</td>
</tr>
</tbody>
</table>
Umbrella/Excess Liability Policies
If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be at least as broad as specified for underlying coverages and cover those insured in the underlying policies. Upon request, a Schedule of Underlying Coverage shall be provided by CONTRACTOR to CITY for review and approval.

Claims-Made Policies
If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, CONTRACTOR must purchase an extended reporting period or “tail” coverage for a minimum of five (5) years after completion of contract work.

Subcontractors
CONTRACTOR shall include all subcontractors as insured under its policies. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify CITY for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR’s subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this AGREEMENT. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage. CONTRACTOR agrees to furnish to CITY upon request proof of insurance coverage for CONTRACTOR’s subcontractors.

Verification of Coverage
All original certificates and endorsements shall be received and approved by CITY before work may begin. The City of Vacaville reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed, or delivered to the designated project manager for the City of Vacaville.

Insurance certificates and endorsements may be emailed or faxed to the designated project manager. However, CONTRACTOR must mail the original certificates and endorsements to designated project manager once emailed or faxed.
"Designated Project Manager":

NAME: Jesus Perez
ADDRESS: 8374 Ravana Circle
Sacramento, CA 95828
EMAIL: dls@domiguezlandscape.net
PHONE: (916) 381-8855

Continuous Coverage
CONTRACTOR shall maintain the required insurance for a period of at least 180 days (except as required under Claims-Made Policies) after final payment has been made by CITY to CONTRACTOR pursuant to this agreement. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to CITY is provided. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by CITY as a material breach of contract.** In the event that CONTRACTOR fails to comply with CITY’s insurance requirements, CITY may take such action as it deems necessary to protect CITY’s interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as CITY deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by CITY, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the designated project manager.**

Reporting Requirements
Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees or volunteers.

Consistent with Public Policy
The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.