

CITY OF SIGNAL HILL AGREEMENT FOR MAINTENANCE SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this 11th day of March, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, located at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and Gentry General Engineering, Inc., a California Corporation, with its principal place of business at 320 W. Tropica Rancho Road, Colton, CA 92324 ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain Sidewalk Maintenance Services maintenance services required by the City which shall be performance in accordance with the terms and conditions set forth in this Agreement and all plans, specifications and other contract documents attached to or incorporated into this Agreement. Contractor represents that it is experienced in providing sidewalk maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the Sidewalk Repair project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be for a term of 30 working days from Notice to Proceed, unless earlier terminated as provided herein. Contractor shall complete the services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee.

Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.2.4 City's Representative. The City hereby designates the Director of Public Works, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Contractor but not the authority to enlarge the Scope of Work or change the total compensation due to Contractor under this Agreement. The City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Contractor's total compensation, subject to the provisions contained in Section 3.3 of this Agreement. Contractor shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Brenton Gentry, President, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors and/or professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the

discipline necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.10 Labor

3.2.10.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services

available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.2.10.2 Registration. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code sections 1725.5 and 1771.1, Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.2.10.3 It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Contractor shall therefore comply with such Labor Code sections to the fullest extent required by law.

3.2.10.4 unused

3.2.11 Insurance. Contractor agrees to procure and maintain, at Contractor's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Contractor shall require all subcontractors to carry the same policies and limits of insurance that the Contractor is required to maintain, unless otherwise approved in writing by the City.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due

or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Water Quality Management and Compliance.

3.2.13.1 Storm Water Management. Storm, surface, ground, nuisance, or other waters may be encountered at various times during the Services. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.2.13.2 Compliance with Water Quality Laws, Ordinances and Regulations. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

3.2.13.3 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances and regulations listed in paragraph 3.2.13.2, Contractor must comply with all applicable requirements of the Los Angeles County Public Works and the City's Municipal Separate Storm Sewer System (MS4) permit. Contractor shall abide by all Best Management Practices ("BMP's") as requires by the State Water Board.

3.2.13.4 Standard of Care. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding the requirements of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement as they may relate to the Services.

3.2.13.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, standards and ordinances listed in Sections 3.2.13.2, 3.2.13.3, and 3.2.13.4 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in Sections 3.2.13.2, 3.2.13.3, and 3.2.13.4 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations, policies and standards described in Sections 3.2.13.2, 3.2.13.3 and 3.2.13.4 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **FORTY NINE THOUSAND FOUR HUNDRED AND THIRTEEN (\$49,413.00)** without written approval of City's Public Works Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized invoice which indicates work completed and hours of Services rendered by Contractor. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Contractor's fees, the City shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

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

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

3.3.5 Rate Increases. Unused

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Contractor: Gentry General Engineering, Inc.
320 W. Tropica Rancho Drive
Colton, CA 92324
ATTN: Brenton Gentry, President

City: City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755
ATTN: Margarita Beltran- Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

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

3.5.5 State License Board Notice. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.5.6 Indemnification. To the fullest extent allowable by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

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

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

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

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

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

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

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

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

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

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.5.18 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

3.6 Independent Contractors and Subcontracting.

3.6.1 Use of Contractors. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.6.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.6.2 Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all applicable provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7 Labor Code Compliance

3.7.1 Audit Rights. City shall have the right to audit Consultant's compliance with this Agreement and California Labor laws with respect to Consultant's personnel, including, but not limited to, Consultant's compliance with Sections 3.2.1, 3.2.10 and 3.6.2. Upon City's request, Consultant shall provide within five (5) business days documents sufficient to demonstrate its compliance with this Agreement including, but not limited to, W4s, itemized wage statements, employee handbooks, and time cards for any of Consultant's personnel who provide the Services.

CITY OF SIGNAL HILL

GENTRY GENERAL ENGINEERING, INC.

By: _____
Carlo Tomaino
City Manager

By: _____
Brenton Gentry, President

ATTEST:

By: _____
Brenton Gentry, Secretary

By: _____
Tina Knapp
Assistant City Clerk

APPROVED AS TO FORM:

By: _____
Matthew E. Richardson
City Attorney

Exhibit "A"

Scope of Maintenance Services

General:

The scope of work consists of removal of existing concrete and tree roots underneath sidewalk, and replacement of concrete sidewalk at various locations within the City as shown in Exhibit "A-1". All private property shall be protected at all times. Sidewalk reconstruction shall be performed per City Standards, the Standard Specifications for Public Works Construction (2021) and the following requirements.

1.1 Examination of Site

The contractor is required to examine the site and judge for themselves the location, physical conditions, substructures and surroundings of the proposed work. Limits of removal and replacement will be marked in the field by the City prior to commencement of work.

1.2 Traffic Control and Mobilization

The cost of all preparatory work and operations for the multiple movements of personnel, equipment, supplies, and incidentals to the project site must be included in the various bid items, and no extra compensation will be paid to the Contractor. Contractor shall provide Traffic Control pursuant to the latest Edition of the CA MUTCD.

1.3 Working Hours

All Scope of Work shall be performed between 8:00 am and 3:00 p.m., Monday through Friday, excluding holidays. Street lane mergers shall be from 8:00 a.m. to 3:00 p.m. only.

1.4 Weather Limitations

Concrete placement operations shall not be performed during wet conditions or if rain or cold conditions (less than 45°F) are imminent or predicted to exist at any time. "Imminent or predicted" is defined as being forecasted within a 48-hour period on the National Weather Service Web Site <http://www.wrh.noaa.gov> for the most representative and nearest location listed where placement is to begin and end. The Contractor shall contact the Contract Officer by 8:00a.m. on any work day when conditions shall/may result in no scheduled work to be performed. During the periods when inclement weather hinders normal operations, the Contractor shall adjust its work force and schedule in order to complete the work within the Contract term.

1.5 Notification of Utilities

The Contractor shall contact the Underground Service Alert of Southern California (U.S.A.) at least three working days in advance of the construction work.

1.6 Water from City Hydrants

The Contractor shall obtain approval from the Public Works Department of the City of Signal Hill prior to use of water from any hydrant. Full compensation for costs of water used shall be considered as included in the prices for various contract items of work and no additional allowance will be made thereof.

1.7 Contractor/City Communication

Throughout the period of this contract, the Contractor shall establish an authorized Project Manager as the point of contact for communications with the City. The Contractor shall provide a twenty-four (24) hour telephone service for emergency and special services for the duration of the project.

1.8 Complaints

Complaints regarding the Contractor's performance, received by the City, will be transmitted to the Contractor's office in writing, by telephone, or facsimile, and handled by the Contractor's Project Manager. The Contractor shall make a report to the City's Public Works Director within twenty-four (24) hours of receiving any complaint. Repeated complaints may be handled by a joint visit to the jobsite by the City's Representative and the Contractor's Project Manager. The Contractor shall submit to the City on a daily basis all complaints that are received directly by the Contractor from the public.

1.9 Contract Change Order

Contract change orders may be ordered by the City. The Contractor shall provide appropriate labor, materials, tools, equipment and incidentals as necessary to complete any contract change order as ordered by the City. Cost for additional quantities shall be provided at the same unit price given on contractor's bid. Prior to the commencement of the work request services, the City and Contractor shall agree in writing on the cost and schedule for such services. A contract change order number will be assigned to each contract change order for identification at invoicing time. All contract change orders will be invoiced with monthly invoices, but shall be shown separately from monthly progress payment charges.

1.10 Cleaning of Site During Construction

During construction, all work areas and adjacent locations to the work area shall be swept free from soils, gravel, dirt or debris on a daily basis. No stockpiling allowed. The Contractor is responsible for maintaining all pavement, sidewalk, curb and gutter areas within the construction zone free from loose materials at all times. The Contractor will be required to clean to the satisfaction of the Contract Officer all debris carried by its vehicles or equipment onto all public streets and rights-of-way. Storm water BMP shall be implemented at all times.

1.11 Tree Root Removal

Tree removal may be necessary prior sidewalk replacement. Where the sidewalk has been raised by an existing tree, interfering roots shall be removed. The removal of the roots will be paid under the concrete sidewalk bid item. The cost of removal the tree roots and backfilling with clean soil shall be included in the concrete sidewalk bid unit price and no additional compensation shall be made to the Contractor therefor.

1.12 Disposal

The Contractor shall make arrangements for disposing of all waste material generated during the performance of the work and shall pay all costs involved. Full compensation for waste disposal shall be included in the prices paid for various items of work and no additional compensation shall be allowed. The material shall not be disposed of on City property or within the area.

1.13 Vandalism Damage and Repairs

Contractor will report without delay any damage to equipment or property. All fences, walls, slopes, landscaping, irrigation and sprinkler system and other obstructions which are removed, damaged or destroyed in the course of work shall be replaced and/or repaired, at the Contractor's expense, to the original condition and to the satisfaction of the City. The Contractor shall be held responsible for the replacement of any such damage caused by Contractor's employee's acts hereunder. The City will not compensate Contractor for any related repairs or replacements. Such repairs shall be completed within forty-eight (48) hours. Failure to have such damages repaired in a timely manner will result in the City deducting from the Contractor's payment the cost to perform the necessary remedial work. For damage not caused by the Contractor, the Contractor will not be held liable. The Contractor will prepare an estimate to repair the damage and submit it to the City within forty-eight (48) hours. The City may or may not direct Contractor to repair the damage. If approved by the City, the Contractor shall make repairs immediately, no later than 48 hours. If the damage creates an immediate hazard for the public or to City property, the Contractor shall take immediate actions to safeguard the public and/or City property.

1.14 Materials

All materials furnished by the Contractor shall be new, high grade, and free from defects and imperfections, unless otherwise hereinafter specified. Workmanship shall be in accordance with the best standard practices. Both materials and workmanship shall be subject to inspection by the City. All materials and mix designs used shall be approved in writing, in advance, by the City. All materials not conforming to the requirement of these specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected. Rejected materials shall be removed immediately from the site of work, unless otherwise permitted by the City.

1.15 Concrete Improvements

The construction of concrete improvements shall consist of removal and disposal of concrete, asphalt concrete pavement, debris, native soil, and construction of concrete sidewalks according to the latest Edition (2021) of the Standard Specification for Public Works Construction (Green Book) and the City of Signal Hill Standards. Concrete mix shall conform to 520-C-2500 pursuant to the latest Edition (2021) of the Standard Specification for Public Works Construction (Green Book). All new concrete shall be poured within 48 hours of existing concrete removal. No wild pouring allowed. Epoxied Dowels shall be installed into existing adjacent concrete. Surface scoring shall match the adjacent sidewalk pattern. Sidewalk shall be measured and paid under the concrete sidewalk unit bid item including subgrade preparations, forming, finishing, and all incidentals. Saw-cut, remove, and dispose existing concrete, asphalt concrete, and/or soil as painted by the City. The cost for the removal of the concrete sidewalk shall be included in the concrete sidewalk unit bid item and no additional compensation to the Contractor shall be made therefor. The locations of the sidewalk replacement areas are shown in Exhibit "A-1". The contractor shall meet with the City's Inspector to confirm all sidewalk replacement locations before any demolition takes place.

Exhibit "A-1"

Base Bid Items: Map and Scope of Work



Item No.	Location	Scope of Work	L	W	Estimated SF
1	3345 Lewis Ave.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents. Private property to be protected at all times.	48	5	240
2	3330 Lewis Ave.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	50	5	250
3	3311 Lemon Ave.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	70	5	350
4	3306 Cerritos Ave.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents. Private property to be protected at all times.	50	5	250
5	3343 Walnut Ave.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	31	5	155
6	3335 Walnut Ave.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	40	5	200
7	1200 E. 29 th St. (On Orange Ave)	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	22	8	176
8	2882 Gundry Ave.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	94	5	470
9	701 E. 28 th St.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	49	10	490
10	701 E. 28 th St.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	11	10	110
11	701 E. 28 th St.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	11	10	150
12	2569 Lemon Ave.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents. Private property to be protected at all times.	40	9	360

Item No.	Location	Scope of Work	L	W	Estimated SF
1	3345 N. Lewis Ave. (Located on Lewis Ave., from 33 rd to Wardlow.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	48	5	240

Map



Item No.	Location	Scope of Work	L	W	Estimated SF
2	3330 N. Lewis Ave.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	50	5	250

Map



Item No.	Location	Scope of Work	L	W	Estimated SF
3	3311 Lemon Ave.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	70	5	350

d

Map



Item No.	Location	Scope of Work	L	W	Estimated SF
4	3306 Cerritos Ave.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents. Private property to be protected at all times.	50	5	250

Map



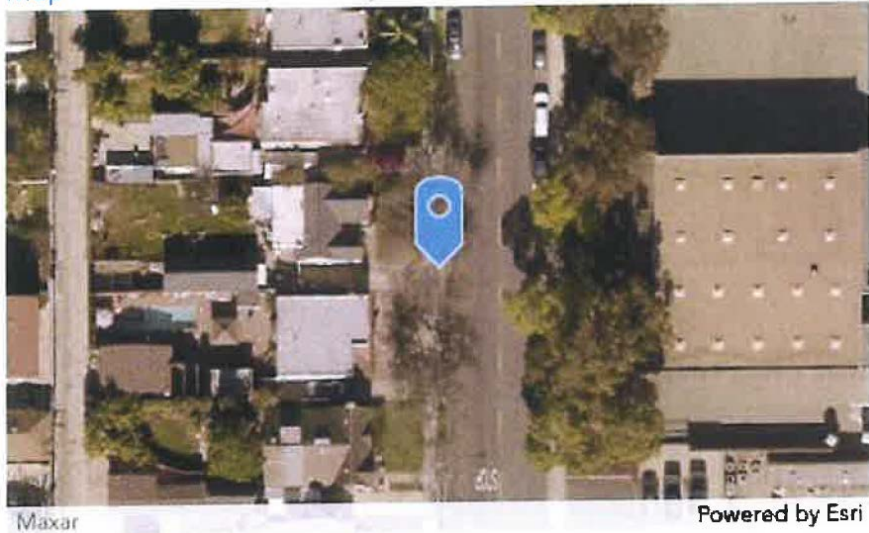
Item No.	Location	Scope of Work	L	W	Estimated SF
5	3343 N. Walnut Ave.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	31	5	155

Map



Item No.	Location	Scope of Work	L	W	Estimated SF
6	3335 Walnut Ave.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	40	5	200

Map



Item No.	Location	Scope of Work	L	W	Estimated SF
7	1200 E. 29 th St. (On Orange Ave.)	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	22	8	176

Map



Item No.	Location	Scope of Work	L	W	Estimated SF
8	2882 Gundry Ave.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	94	5	470



Item No.	Location	Scope of Work	L	W	Estimated SF
9	701 E. 28 th St.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	49	10	490

Map



Item No.	Location	Scope of Work	L	W	Estimated SF
10	701 E. 28 th St.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	11	10	110

Item No.	Location	Scope of Work	L	W	Estimated SF
11	701 E. 28 th St.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	15	10	150

Item No.	Location	Scope of Work	L	W	Estimated SF
12	2569 Lemon Ave.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents. Private property to be protected at all times.	40	9	360

Map



Maxar

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Exhibit “B”
Schedule of Maintenance
Services

The selected contractor shall perform all services with the term of the agreement and in accordance with the specifications set forth under Exhibits “A” and Exhibit “A-1” at compensation rates provided in Exhibit “C”.

Exhibit "C"
Compensation

Item No.	Location	Scope of Work	Estimated SF	UnitCost	Total
1	3345 Lewis Ave.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents. Private property to be protected at	240		
2	3330 Lewis Ave.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	250		
3	3311 Lemon Ave.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	350		
4	3306 Cerritos Ave.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents. Private property to be protected at	250		
5	3343 Walnut Ave.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	155		
6	3335 Walnut Ave.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	200		
7	1200 E. 29 th St. (On Orange Ave)	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	176		
8	2882 Gundry Ave.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	470		
9	701 E. 28 th St.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	490		
10	701 E. 28 th St.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	110		
11	701 E. 28 th St.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents.	150		
12	2569 Lemon Ave.	Remove existing concrete and tree roots underneath sidewalk. Replace concrete sidewalk per City Standard No. 207, the Standard Specifications for Public Works Construction (2021) and contract documents. Private property to be protected at	360		
		Traffic Control and Mobilization	1 LS		
Bid Total					

Exhibit "C"

FY 2024-2025 SIDEWALK REPAIR PROJECT

All other work items, labor, materials, tools, expendable equipment, utility and transportation services which are not specifically listed in the above bid items but are necessary to fully perform the work per contract documents and all other applicable standards and codes are considered to be included in the above bid items. The lowest bid shall be the based on lowest combined total of the base bid total and the additive bid total amounts entered above. Once the lowest responsible bidder is determined, the City will be free to select additive bid items to be included in the work, in any order or combination, or to reject any or all additive bid items. Contractor shall provide a Performance Bond and Payment Bond pursuant to Sections 3.2.12.1 and 3.2.12.2 of this Agreement, executed by a surety meeting the qualifications described in Section 3.2.12.4.

EXHIBIT "D"
INSURANCE REQUIREMENTS

1.1 Insurance.

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

1.1.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

1.1.3 Endorsements. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. For all policies of Commercial General Liability insurance, Contractor shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Contractor; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Workers’ Compensation:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

1.1.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

1.1.5 Waiver of Subrogation. All required policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, 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 the City, its officials, officers, employees, agents and volunteers and shall require similar written express waivers and insurance clauses from each of its subcontractors.

1.1.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

1.1.7 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance

coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

1.1.8 Failure to Maintain Coverage. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, 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.

1.1.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

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

1.1.11 Requirements Not Limiting. Requirement of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

1.1.12 Insurance for Subcontractors. Contractor shall include all subcontractors engaged in any work for Contractor relating to this Agreement as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents and volunteers as Additional Insureds to the subcontractor's policies. All policies of Commercial General Liability insurance provided by Contractor's subcontractors performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Contractor shall not allow any subcontractor to commence work until it has received satisfactory evidence of subcontractor's compliance with all insurance requirements under this Agreement, to the extent applicable. The Contractor shall provide satisfactory evidence of compliance with this section upon request of the City.