

AGREEMENT NO. _____

INDEPENDENT CONTRACTOR'S AGREEMENT

[Over \$40,000]

This **INDEPENDENT CONTRACTOR'S AGREEMENT** ("Agreement") is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation, ("CITY") and **TERRY BEDFORD CONCRETE CONSTRUCTION, INC.** ("CONTRACTOR").

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of concrete installation and repairs.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. **SCOPE OF WORK.** In exchange for the Compensation (defined below), CONTRACTOR shall perform the following: Supply labor and materials to grind and polish approximately fifteen thousand (15,000) square feet. Saw cut and demo approximately one hundred sixty (160) square feet of existing concrete floor, dowel in number four (#4) rebar at two feet (2') on center, and pour back and finish with a three thousand (3,000) PSI concrete mix. Provide trash removal and port a potty on site. Work is to be completed at the Bakersfield Homeless Navigation Center located at 1900 East Brundage Lane, Bakersfield, California, 93307.

("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not. See **Exhibit "A"** attached hereto.

2. **COMPENSATION/PAYMENT PROCEDURE.** Subject to the conditions of this section, CITY will pay CONTRACTOR as follows for performing the Scope of Work ("Compensation"):

(1) A total, lump sum payment of **\$87,495.00** after the Scope of Work is completed to CITY's satisfaction. See **Exhibit "A"** attached hereto.

CITY will pay CONTRACTOR within 30 days after CONTRACTOR submits an itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to CONTRACTOR for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR. In no case will CITY compensate CONTRACTOR more than \$87,495.00 for performing the Scope of Work.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on **June 9, 2021.**
4. **TERMINATION.** Either party may terminate this Agreement after giving the other party written notice, as provided herein, ten days before the termination is effective.
5. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
6. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.
7. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
8. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
9. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the date first written above.

10. **KEY PERSONNEL.** CONTRACTOR shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, CONTRACTOR shall not change such personnel without CITY's written approval.
11. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.
12. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licenses or professional degrees.
13. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.
14. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
15. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against

another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

16. INSURANCE.

16.1 Types and Limits of Insurance. In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

16.1.1 Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

16.1.2 Commercial general liability insurance, unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

16.1.2.1 Provide contractual liability coverage for the terms of this Agreement;

16.1.2.2 Provide products and completed operations coverage;

16.1.2.3 Provide premises, operations, and mobile equipment coverage; and

16.1.2.4 Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.1.3 Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following certification before beginning any work on the

Improvements:

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, CONTRACTOR is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.2 General Provisions Applying to All Insurance Types.

- 16.2.1** All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 16.2.2** All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.
- 16.2.3** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of

certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

16.2.4 The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

16.2.5 Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

16.2.6 It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.

16.2.7 Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.

17. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify CONTRACTOR of third-party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

18. INDEMNITY. CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR

or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

19. **ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
20. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.
21. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
22. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
24. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

25. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
26. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
27. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
28. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
29. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
30. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
31. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: **CITY OF BAKERSFIELD**
 CITY HALL
 1600 Truxtun Avenue
 Bakersfield, California 93301

CONTRACTOR: **TERRY BEDFORD CONCRETE CONSTRUCTION, INC.**
 13109 Hageman Frontage Road
 Bakersfield, California 93314

(661) 589-0674
(661) 589-1778 (fax)

32. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.
33. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.
34. **TAX NUMBERS.**

CONTRACTOR's Federal Tax ID Number 77-0230391
CONTRACTOR is a corporation? Yes X No


[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"
CITY OF BAKERSFIELD

"CONTRACTOR"
TERRY BEDFORD CONCRETE CONSTRUCTION, INC.

By: _____
KAREN GOH
Mayor

By:  _____
Print Name: Matthew McDowell
Title: Vice President

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney
Insurance: _____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Attachments: Exhibit A and Certificates of Insurance

Scope of Work

Prepare and apply RetroPlate 99 and Westcoat Specialty Coating System (per the manufacturer's recommendations) to designated areas (approved by the City of Bakersfield project manager) at 1900 East Brundage Lane. **Measurements will not be provided by the City.** Contractor shall be responsible for all field measurements and verifying the amount of materials to complete installation as specified.

The areas in which the work is to be performed will be occupied throughout the course of work so it will be necessary for the contractor to closely coordinate the work with the City. Contractor shall provide and maintain all necessary safety precautions during the performance of the contract. The project area must be left in a clean and non-hazardous condition at the end of each work day. Rubbish and debris shall be removed and disposed of by the Contractor.

All items provided under this order shall be new and unused. All work shall be commensurate with the highest professional standards and shall be performed in a good and workmanlike manner, by experienced personnel specializing in the installation/application of Westcoat Specialty Coating System, Hi-Tec PE-85 polyurea joint filler, RetroPlate 99 concrete densifier and three part epoxy cover system and Key Resin #510 CV epoxy paste, .

Hi-Tec PE-85 polyurea joint filler will be used to fill concrete joints in the designated area (per the manufacturer's recommendations). Ardex CP Concrete Patch will be used to repair holes and cracks in the concrete (per the manufacturer's recommendations).

Process will begin by using 40 grit diamond tooling to grind the approved floor area. Then all cracks, chips and holes in the concrete floor will be filled and patched using Ardex CP Concrete Patch (per the manufacturer's recommendations). Then grind floor to a 100 grit diamond tooling and harden floor with RetroPlate 99 concrete densifier (per the manufacturer's recommendations). Next, polish floor to an 800 grit shine. Then seal and burnish.

For the restrooms, contractor will apply epoxy cove base to the designated men and women's restrooms, 6" three part epoxy cove system (per the manufacturer's recommendations) and Key Resin #510 CV epoxy paste (per the manufacturer's recommendations). Clean and prep area for epoxy. Mix two part epoxy 100% solids with quartz sand thickening agent. Apply 3/8" thick cove the wall and floor with a 3/4" radius. Prep floor for Westcoat liquid granite 100% epoxy floor coating (installed per the manufacturer's recommendation). Apply one coat of Westcoat epoxy primer at a rate of 200 SF per gallon (installed per the manufacturer's recommendation). Let it dry. Apply Westcoat EC-32 epoxy at same rate (installed per the manufacturer's recommendation) and broadcast slip resistant chips into wet epoxy. Let it dry. Apply last coat of Westcoat EC-32 top coat (installed per the manufacturer's

recommendation). Clean up all debris. Color to be determined by City project manager.

In addition, Contractor will saw cut a portion of lifted concrete in the future dining room area. Approximately 160 sf of existing concrete floor will be saw cut and removed. Contractor will dowel in #4 rebar at 2' on center. Pour back and finish with a 3,000 PSI concrete mix.

Contractor will complete the job within 21 days after the Notice to Proceed is given. The City project manager will review and approve/reject requests by the contractor for an extension to the deadline.

Installation of epoxy cove base at wet areas will require the City to review and approve the contractor's recommended epoxy.

Contractor is responsible for renting portable restrooms for their employees until the City of Bakersfield officially takes over the entire facility (approximately June 15, 2020). Contractor is responsible for the rental of roll off bins or dumpsters needed for the job.

All labor and materials shall be warranted by the contractor against failure due to normal wear and use for five years.

This project requires prevailing wage.

1. PROSECUTION AND INSPECTION OF WORK

Contractor shall give full attention to the work required under the contract. Contractor is responsible for the completion of all work set out in the contract and will be held strictly to the true intent of the contract regarding the quality and quantity of work and the diligent execution of the contract. All work shall be performed by experienced installers and shall be commensurate with the highest professional standards.

Project Manager's Responsibility and Authority. All work shall be done under the general supervision of the Project Manager or his designee(s). However, the Project Manager will have neither control over nor bear responsibility for the acts or omissions of the Contractor, sub-contractors, their agents or employees, or for failure of any of these to carry out the work in accordance with the contract documents. The Project Manager has the right to reject work that does not conform to the contract documents. The Project Manager has the authority to make and/or approve changes in the work. The Project Manager shall decide any and all questions that may arise as to the quality and acceptability of work performed, rate of progress of work, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

The Project Manager shall have the authority to suspend the work, wholly or in part, for such period or periods, as he may deem necessary, due to unsuitable weather or other such conditions as are considered unfavorable for the prosecution of work, or failure on the part of the Contractor to carry out the provisions of the Contract. The Contractor shall not suspend operation without the Project Manager's permission.

Contractor's Responsibility and Authority. The Contractor shall bear all responsibility for, and have all control over, the construction means, methods, techniques, sequences, procedures and safety precautions or programs. However, all work is subject to inspection, evaluation, and approval by the City's Project Manager or his/her designated representative. The City may employ all reasonable means to ensure that the work is progressing and being performed in accordance with the contract.

Alteration in Work Quantities. The City reserves the right to make such alterations in the work as may be necessary and desirable to complete the originally intended work in an acceptable manner. Unless otherwise specified, the Project Manager is authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities.

Oral Agreements. No oral order, objections, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the contract documents and none of the provisions of the contract documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof, in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

Use of City Personnel. City shall not furnish personnel to assist the Contractor in performance of the contract except as otherwise specified herein. The Contractor understands that any offers of assistance by City Personnel are unauthorized unless specified herein and the Contractor shall not accept such offers.

Source Of Supply and Quality Of Materials. All materials supplied by the Contractor shall be new and of a quality equal to that specified. At the option of the City, the source of supply for each of the new materials shall be approved by City before the delivery is started. No materials, which after approval, which have in any way become unfit for use, shall be used in the work.

Manufacturer's Directions. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer, unless herein specified to the contrary.

Care of Existing Structures. The Contractor shall be held responsible for any breakage, loss or damage of the City's equipment or supplies or to property owned by the City or the public, including any damage done to paint, walls, woodwork, doors etc., through the negligence of the Contractor or his employees while performing the work specified herein or working on the City's premises. Contractor shall be responsible for restoring or

replacing any equipment, facilities, structures and surfaces so damaged. Contractor shall immediately report to the City any damages to the premises resulting from services performed or goods supplied under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this Contract.

Hazardous Materials. Contractor shall be held responsible for his workers and subcontractors' well-being and their education in the handling of hazardous materials when hazardous materials are encountered or used under this contract.

Clean-Up And Disposal Of Materials. During performance and upon completion of work on this contract, Contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris generated by Contractor's work, and legally dispose of same off City property, at Contractor's expense, unless otherwise directed by these specifications (salvaged materials). At no time shall debris be allowed to fall or accumulate in the roadway or onto adjacent property, but shall be retained within the designated operating area. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the City.

Testing, Inspection and Acceptance - All materials and each part or detail of the work shall be subject at all times to inspection by the Project Manager. The Contractor will be held strictly to the true intent of the specifications in regard to quality of materials, workmanship and the diligent execution of the contract.

In the case of any dispute as to the materials furnished or the manner of performing the work, the City shall have the authority to stop the use of material or suspend the work until the question at issue can be referred to and decided by the Project Manager. The Project Manager shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Project Manager or inspector requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specification. Should the work thus exposed or examined prove acceptable, making good of the parts removed shall be paid for as extra work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the Contractor's expense.

Rejected Work and Material. All materials which do not conform to the contract documents, are not equal to the samples approved by the Project Manager, or are in any way unsatisfactory or unsuited to the purpose for which they are intended shall be rejected. Any defective work, whether the result of poor workmanship or quality, or any other cause, shall be removed within ten (10) days after written notice is given by the Project Manager, and the work shall be re-executed by the Contractor. The fact that the Project Manager may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

Rights Reserved. Contractor agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed. If Contractor fails to comply with the conditions of the contract, or fails to complete the required work or furnish the required materials within the time stipulated, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the Contractor, including but not limited to, by recourse to provisions of the performance bond if such bond is required under the conditions of this bid.

Workmanship Guarantee. Besides guarantees required elsewhere herein or by the manufacturer, the Contractor shall, and hereby does, guarantee the work for a period of a minimum of one (1) year after the date of acceptance of the work by the City. The Contractor shall repair or remove and replace any and all work, together with any other work which may be displaced in so doing, that is found to be defective in workmanship within said one-year period, without expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure to comply with the above mentioned conditions within 1.5 weeks after being notified in writing, the City is hereby authorized to proceed to have the defects remedied and made good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefor immediately on demand. Such action by the City will not relieve the Contractor of the guarantees required by this article or elsewhere in the contract documents.

During the one-year guaranty period, if, in the opinion of the City, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operation of the City, the City will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the City's request for correction within a reasonable time as determined by the City, the City may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention; and the costs of such correction or attentions shall be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees required by this article or elsewhere in the contract documents.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period. The Contractor agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish the City all appropriate guarantee or warranty certificates upon completion of the project. No guarantee period, whether provided for in this article or elsewhere, shall in any way limit the liability of Contractor or his sureties or insurers under the indemnity or insurance provisions of these General Provisions.

2. CONTRACTOR SAFETY STANDARDS

Compliance with Laws. Contractor shall keep itself fully informed of, and shall observe and comply with, all laws, ordinances and regulations which in any manner affect those engaged or employed on any work, or the materials and equipment supplied or used in the work, or in any way affect the performance of the work, and of all orders and decrees of agencies having any jurisdiction or authority over work performed under the contract. Attention is specifically drawn to the requirements of FED-OSHA and CAL-OSHA.

Contractor shall agree that all material delivered and services rendered under this Invitation to Bid comply with the Williams-Steiger Occupational Safety and Health Act of 1970 (and all applicable amendments thereof) and the State of California Industrial Safety Act (and all applicable amendments thereof). Contractor further certifies that all items furnished under this bid will conform and comply with the indemnification and hold harmless clause for all damages assessed against the City as a result of Contractor's failure to comply with the aforementioned Acts and the standards issued thereunder and for the failure of the items furnished under this bid to so comply.

Contractor shall be responsible for ensuring that any subcontractors used in the work specified herein meet the safety standards specified herein.

If any discrepancy or inconsistency should be discovered between the contract and any such law, ordinance, regulation, order or decree, Contractor shall immediately notify the City in writing. Contractor shall be responsible for the compliance by subcontractors of all tiers, with these provisions. Contractor shall hold the City harmless from any liability resulting from failure of such compliance. In case of conflict between federal, state and local laws, rules, regulations, codes and ordinances, the most stringent shall apply.

In case of conflicts between federal, state, and local safety and health requirements, the most stringent shall apply. Failure to comply with the requirements of this section and related sections may result in suspension of work.

Contractor Safety Duties. In accordance with generally accepted construction practices and state law, Contractor shall at all times so conduct his work as to insure the protection of persons and property in a manner satisfactory to the City. The Contractor agrees that he shall, for all purposes, take exclusive control of the sites of work and shall maintain the sites and areas adjacent thereto in a reasonable, secure and safe manner.

Only workmen thoroughly familiar with their line of work will be employed on the job. Any overseer, superintendent; laborer or other person employed on the work by the contractor, who shall perform his work in a manner contrary to the specifications or safety directives contained herein, or refuses to carry out the orders of the City, shall be discharged immediately, and such persons shall not again be employed on the work. The following requirements shall apply to all persons employed by the Contractor in the performance of work specified herein:

All work shall be commensurate with the highest professional standards and shall be performed in a good and workmanlike manner, by experienced personnel specializing in the installation of direct glue-down carpet with a minimum seven years' experience installing commercial carpet,

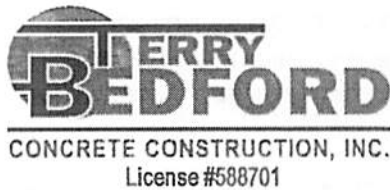
1. Contractor shall ensure that all work will be completed with experienced personnel specializing in the installation of RetroPlate 99 and Westcoat Specialty Coating System.
2. Contractor shall ensure that employees are physically qualified to perform their assigned duties in a safe manner. Contractor shall prohibit employees to work whose ability or alertness is impaired because of drugs, fatigue, illness, intoxication, or other conditions that may predispose them to injury.
3. Contractor shall ensure that all drivers shall be properly licensed and shall operate vehicles and equipment used in the performance of the contract in a safe and prudent manner. Contractor shall provide operating instructions for all equipment and vehicles. Operators of equipment and vehicles shall be able to understand signs, signals, and operating instructions and be capable of operating such equipment. Newly hired equipment operators shall be individually tested by an experienced operator or supervisor to determine if they are capable of safely operating equipment.

Accident Prevention. Contractor will be required to maintain a documented training program for all new employees, as well as ongoing training for all employees related to accident prevention and the safe and proper use of equipment.

Safety and First Aid Requirements. Successful Contractor shall comply with the provisions of California Code of Regulations Section 1502 & 1512, et. seq. regarding safety and first aid kits on site.

Stop Work Order for Safety Violations. The City may order the Contractor to stop work whenever any safety violation is observed and/or evidenced. The Contractor shall comply with the stop work order and shall not resume the work until the safety violation is corrected to the satisfaction of the City. Contractor shall not be entitled to any compensation for time during the period of the stop work order. The City also reserves the right to modify or suspend any work assignment due to adverse weather conditions or any other reasons at no cost to the City.

City Review of Contractor's Safety Practices. The services of the City in conducting review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, or safety measures, in, on, or near the site or during the course Contractor's of work.



Additional Proposal

Number: 1
Date: 05/29/2020
Revision Date: 06/09/2020

Customer: City of Bakersfield
1600 Truxtun Ave.
Bakersfield CA 93301

Project: 8558
B.H.N.C. Building
1900 East Brundage
Bakersfield CA

Description of Work	Amount
GRINDING & POLISHING	76,285.00
Supply labor and materials to grind and polish, approximately 15,000 SF. Grind floor with 40 grit diamond tooling. Fill and patch all holes, chips and cracks in the floor. Clean out and fill all joints. Grind floor to a 100 grit and harden with RetroPlate 99 densifier. Polish floor up to an 200 grit shine. Seal and burnish.	
POUR BACK	9,760.00
Option #1 for repairing lifted concrete area in Dining Room: Supply labor and materials to saw cut and demo approximately 160 SF of existing concrete floor. Dowel in #4 rebar at 2' on center. Pour back and finish with a 3,000 PSI concrete mix.	
TRASH REMOVAL & PORTA POTTY	1,450.00

Notes:

In compliance with AB 219.
All labor is priced at current state prevailing wage rates.
Pricing is good for 30 days from date of proposal.

Total Proposal: **87,495.00**

Excludes the following, unless noted above:

Bonds, permits, Creteseal, surveying, testing, pest & termite control, vegetation control, demo, dust control, all structural compaction, all framing layout of shear bolts and holddowns, all washers, caulking of slab joints & exterior concrete joints, backfilling behind curbs, traffic control and all lane closures. Due to our climate, minimal cold and hot weather concreting measures are included.

All spoils to be stock piled on site. All grades to be within 1/2- 1/10th. All proposals good for 30 days from last revision date.

Accepted By: _____ Date: _____
City of Bakersfield

Please sign and return by fax or e-mail to michele@bedfordconcrete.com.