

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 **SAN JOAQUIN INTERIORS, INC.** ("CONTRACTOR").

### RECITALS

**WHEREAS**, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of installing carpet and vinyl floor coverings.

**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: Furnish and install new carpet tiles, wallpaper, rubber wall base, rubber chair rail and custom draperies (fire retardant fabric with blackout lining and sheers) as specified. Work includes all removal and disposal of existing coverings. City of Bakersfield's staff will remove all furniture. Work is to be completed in the Oleander, Truxtun, Potato, Breckenridge and Caliente conference rooms as well as the adjoining coridor inside the Mechanics Bank Arena and Convention Center located at 1001 Truxtun Avenue, Bakersfield, California, 93301.

("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 not to exceed **\$107,000.00** 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 \$107,000.00 for performing the Scope of Work.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on **June 12, 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:** SAN JOAQUIN INTERIORS, INC.  
4608 District Boulevard



Bakersfield, California 93313

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 95-3404656

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"  
**SAN JOAQUIN INTERIORS, INC.**

By: \_\_\_\_\_  
**KAREN GOH**  
Mayor

By: K Marshall  
Print Name: KAT MARSHALL  
Title: PROJECT MANAGER

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



January 15, 2020

City of Bakersfield

Rabobank / Convention Center

Attn: Steve Eckerson & Adam Miller

cc: Sean Cacal & Jesse Ayala

Re: Oleander, Truxtun, Potato, Breckenridge, Caliente Conference Rooms with adjoining corridor.

San Joaquin Interiors Inc. proposes to furnish and install new carpet tiles, wallpaper, rubber wall base, rubber chair rail and custom draperies (fire retardant fabric, with blackout lining and sheers) as specified. This includes all removal and disposal of existing coverings. No furniture. Regular business hours for installation.

Patterns and colors selected per option #2

Total costs: \$107,000.00

The above work is to be completed in a workman like manner according to standard practices. Any unforeseen complications not resolved in this bid will be negotiated at the time of discovery.

Sincerely,



Kat Marshall

Project Manager

## Scope of Work / Specifications

Furnish and install new carpet tiles, wallpaper, rubber wall base, rubber chair rail and custom draperies (fire retardant fabric with blackout lining and sheers) as specified. This includes all removal and disposal of existing coverings. City of Bakersfield will remove all furniture. Regular business hours for installation.

All City approved materials will need to be installed per the manufacturer's recommendation. Contractor shall be responsible for all field measurements and verifying the amount of materials to complete installation as specified in the contract.

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 the specified carpet tiles, wall paper, window coverings, base, etc.

Contractor will complete the project in seven (7) weeks.

City of Bakersfield requires all insurance documents to be submitted within 5 business days after receiving winning bid approval.

Contractor is responsible for the removal and disposal of all carpet and coverings.

The City of Bakersfield reserves to right to inspect and make corrections on site throughout the project.

### **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 of 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.



SANJOAQ12C

CRUSSELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0D44424 Walter Mortensen Insurance / INSURICA 8500 Stockdale Highway, Suite 200 Bakersfield, CA 93311	CONTACT NAME: Cindy Russell, CIC, CISR, CRM
	PHONE (Alt. No. Ext): (661) 315-5172 FAX (A/C. No.): (661) 281-4992 E-MAIL ADDRESS: Cindy.Russell@INSURICA.com
INSURED  San Joaquin Interiors, Inc. P.O. Box 42965 Bakersfield, CA 93384	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Mesa Underwriters Specialty Ins. Co. 36638
	INSURER B: Hartford Accident and Indemnity Co. 22367
	INSURER C: State Compensation Insurance Fund (California) 35076
	INSURER D:
	INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		LIMITS	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (INSUR) / WAIVED (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROP <input type="checkbox"/> LOC OTHER:	X	MP0082001001498	10/1/2019	10/1/2020	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		51UECZC9566	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Per occurrence)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per occurrence)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED (Waivable in NR) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	92185572019	10/1/2019	10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$ 1,000,000
						EL EACH ACCIDENT	\$ 1,000,000
						EL DISEASE - EA EMPLOYEE	\$ 1,000,000
						EL DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The City of Bakersfield, its Mayor, Council, Officers, Agents, Employees and volunteers are an additional insured with respect to General Liability coverage if required or agreed to in a written contract subject to policy provisions and limitations, endorsement attached: CG 20 10 11 85. A waiver of subrogation is included in favor of the certificate holder with respect to workers' compensation coverage if required or agreed to in a written contract subject to policy provisions and limitations, endorsement attached: 2572

<b>CERTIFICATE HOLDER</b>  City Of Bakersfield Attn: Purchasing Division 1501 Truxtun Avenue Bakersfield, CA 93301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER: MP0082001001498

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART,

SCHEDULE

Name of Person or Organization:

Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period.

A person or organization that qualifies as an "insured" under the above paragraph of this Endorsement shall be an additional insured solely with respect to such additional insured's vicarious liability for "bodily injury," "property damage" or "personal and advertising injury" caused in whole or in part by your acts or omissions in the performance of "your work" for the additional insured on or at "commercial construction projects."

For the purposes of this Endorsement, "commercial construction projects" are defined as buildings or structures constructed for commercial use and also includes apartments, hotels, homes for the aged, dormitories or barracks. However, "commercial construction projects" shall not include any building or structure which contains individual owner occupied units or dwellings.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION  
BLANKET BASIS

REP 35  
9218657-19  
RENEWAL  
NE  
1-44-96-27  
PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE OCTOBER 1, 2019 AT 12.01 A.M.  
AND EXPIRING OCTOBER 1, 2020 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

SAN JOAQUIN INTERIORS, INC.  
PO BOX 42965  
BAKERSFIELD, CA 93384

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE  
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL  
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR  
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU  
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU  
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE  
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND  
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY  
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

SEPTEMBER 26, 2019

*Karol R. McLean*  
AUTHORIZED REPRESENTATIVE

*Victor A. ...*  
PRESIDENT AND CEO