

CONTRACTOR SERVICES AGREEMENT

LANDSCAPE MAINTENANCE SERVICES FOR LANDSCAPING AND LIGHTING MAINTENANCE DISTRICTS NO. 8 – KOLOB ESTATES, NO. 3 – WATERMAN HIGHLANDS, AND NO. 6 – PEPPERTREE

THIS AGREEMENT is made at Fairfield, California, as of _____, 2025, by and between the City of Fairfield, a municipal corporation ("CITY") and New Image Landscaping Company ("CONTRACTOR"), who agree as follows:

- 1) **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to the CITY the services described in Exhibit "A". CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit "A".
- 2) **PAYMENT.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to the CITY in the manner specified in Exhibit "B." CONTRACTOR's proposal is incorporated for reference in Exhibit "B-1."
- 3) **FACILITIES AND EQUIPMENT.** CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
- 4) **GENERAL PROVISIONS.** The general provisions set forth in the City of Fairfield Standard Specifications and Details, latest edition and Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.
- 5) **INSURANCE REQUIREMENTS.** The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.
- 6) **BUSINESS LICENSE.** The CONTRACTOR shall obtain and keep current a business license for work within the City of Fairfield pursuant to Chapter 10B of the Fairfield City Code, with respect to the gross receipts received pursuant to this Agreement. No payments shall be made to any SERVICE PROVIDER until such business license has been obtained, and all fees paid therefore, by the CONTRACTOR. Business license applications and information may be obtained from the Community Development Department, Fairfield City Hall, 1000 Webster Street, Fairfield, CA 94533-4883, (707-428-7509) and online at www.fairfield.ca.gov/biz

- 7) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.
- 8) TERM. This agreement shall be in effect from January 1, 2025, through December 31, 2025. This Agreement may be extended for up to two (2) additional terms of up to twenty-four (24) months each term with negotiated terms and conditions including a negotiated compensation adjustment not to exceed the June San Francisco-Oakland-Hayward Consumer Price Index for Urban Wage Earners and Clerical Workers (not seasonally adjusted for all items) upon mutual written Agreement of both parties.
- 9) Where applicable, vehicles with a GVWR greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>
- 10) AMENDMENTS TO SCOPE OF WORK. Notwithstanding the above, at the approval of the Public Works Director or designee, CITY and CONTRACTOR may mutually agree in writing to modify the Scope of Work set forth in Exhibit "A" in order to address the changing landscaping service needs of CITY; however, such modification shall not increase the not-to-exceed amount of the AGREEMENT set forth in Exhibit "B."

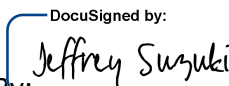
EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: _____

David, Gassaway, City Manager

New Image Landscaping Company

DocuSigned by:

By: _____
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Jeffrey Suzuki, General Manager

EXHIBIT "A"

SCOPE OF SERVICE

LANDSCAPE MAINTENANCE TECHNICAL PROVISIONS

1. LOCATION OF SERVICES

Services for the Landscaping and Lighting Maintenance District No. 3 - Waterman Highlands District shall be provided for the landscaping on Tengate Road, the pocket park on Tengate Road and Vista Grande, the ivy island on Mainsail Court and only the landscaping behind the sidewalks on Waterman Blvd. and Hilborn Road, as well as limited high-weed mowing of open spaces within the district. Refer to the Area Index Maps.

Services for the Landscaping and Lighting Maintenance District No. 8 - Kolob Estates District shall be provided for the perimeter landscaping on Oliver Road and Waterman Blvd, as well as the slopes and curbside planters on Edmonton Drive. The district also includes the Gillespie slope and access way (south of 1760 Gillespie Dr), as well as the irrigation system in the curbside planters in front of the homeowners' lots. The trees and shrubs in front of the residential lots in the Kolob area are not part of this contract. Refer to the Area Index Maps.

Services for the Landscaping and Lighting Maintenance District No. 6 - Peppertree District shall be provided for the roadside shoulders In between the curb and sidewalk on Cement Hill Road and Peppertree Drive. Refer to the Area Index Maps.

CONTRACTOR should conduct an independent field survey for exact measurement.

2. DESCRIPTION OF IMPROVEMENTS TO BE MAINTAINED

CONTRACTOR shall be responsible for all plant material, trees, hardscapes, high weed mowing of open space, and any other requirements of these specifications. The trees and shrubs in front of the residential lots in the Kolob District are not part of this contract.

3. DESCRIPTION OF SERVICES

A. Lawn Care

CONTRACTOR shall maintain all lawn areas in a healthy and growing condition by performing the following operations and other work incidental hereto:

I. Mowing

- a. CONTRACTOR shall maintain turf with a consistent green appearance and healthy, growing condition free of weeds.
- b. Lawns shall be mowed weekly/biweekly as shown in maintenance schedule to maintain a neat, trim appearance.
- c. CONTRACTOR shall remove all litter, branches, and debris from lawn area prior to mowing.
- d. Turf height shall be maintained at 3-inches during the summer and 2 ½ inches during the winter.
- e. Mowing directions shall be periodically alternated.
- f. "Scalping" of turf will not be permitted.
- g. Tufts of grass in corners or other areas that cannot be reached by a mower shall be mowed with a monofilament line trimmer.
- h. CONTRACTOR may choose to use mulching blades on mowers; however, all excessive mowed clippings (as determined by CITY) shall be removed from the job site on the same day.
- i. Mowing schedules shall be coordinated with CITY.
- j. Any damage to the turf caused by a mower shall be repaired to the satisfaction of CITY at CONTRACTOR's expense.

II. Edging

- a. CONTRACTOR shall perform lawn edging in conjunction with each mowing.
- b. Lawn edging along paved areas, around valve boxes, v-ditches, and other utility structures shall be kept neat and manicured.
- c. Edges along fences and walls shall be sprayed with herbicide to maintain a 4-inch border free of vegetation.

III. Blowing and Raking

- a. Lawn clippings, leaf litter, and other debris shall be blown from all hardscape surfaces and planter beds after each mowing, edging, and as needed.
- b. All debris shall be removed from the site on the same day CONTRACTOR performs blowing or raking.
- c. CONTRACTOR may employ vacuuming or sweeping instead of blowing.

IV. Tree Wells

- a. Tree wells in lawn areas shall be maintained free of turf, weeds, and all debris at all times.

B. Lawn Care

CONTRACTOR shall be responsible for all tree maintenance up to 12 feet, pedestrian and street clearance only, Waterman LLMD only.

I. Pruning

- a. Trees shall be pruned two times (2X) per year during the months of March and December.
- b. CONTRACTOR shall ensure that only professionally qualified personnel perform pruning using approved methods and techniques and International Society of Arboriculture (ISA) pruning standards.
- c. All pruning cuts shall maintain the branch bark ridge and shall be cleanly cut with no tearing of the bark.
- d. Excessive pruning, stubbing back, and flush cuts shall not be permitted.
- e. Lower branches overhanging walkways or paths shall be raised to a height of seven (7) feet, or to a height specified by CITY.
- f. Lower branches overhanging streets or driveways shall be raised to a height of twelve (12) feet or to a height specified by CITY.
- g. Dead and damaged branches, suckers, water sprouts, and other undesirable growth shall be removed.
- h. All hazards shall be removed immediately.

C. Shrub and Ground Cover Care

I. Shrub Pruning

- a. Shrubs shall be pruned at least two times (2X) (Kolob LLMD), once (IX) in Waterman and Peppertree LLMD's per year during the months of April and October, subject to change due to weather.
- a. Shrubs shall be tapered back to form a natural appearance; vertical edges shall not be allowed.
- b. Shrubs and ground cover shall be pruned to prevent encroachment on walkways, paths, curbs, paved areas and fence lines. Shrubs and ground cover shall be maintained inside the edges of curbs or planter bed borders.
- c. Shrubs and ground cover shall be pruned to remove all dead or damaged growth.
- d. Where needed, ground cover shall be mowed once per year in March to encourage healthy growth and allow for irrigation coverage (Kolob only).

II. Ground Cover Pruning

- a. Ground cover shall be pruned and edged two times (2X) (Kolob LLMD) per year during the months of February and September, subject to change due to

- weather. Once (1X) in Waterman and Peppertree LLMD's.
- b. Vinca and Hypericum ground cover shall be mowed once (1X) per year in March to encourage healthy growth and allow for irrigation coverage (Kolob LLMD)

D. Pest Management

I. Laws and Regulations

- a. CONTRACTOR shall comply with all Federal, State, and local laws and regulations governing the use of chemicals for the control of weeds, including obtaining all the required permits and licenses for the possession and use of pesticides.
- b. CONTRACTOR shall register with the Solano County Department of Agriculture and shall obtain a Solano County Operator Identification Number for each year of the contract. CONTRACTOR shall furnish CITY with annual proof of the Solano County registration documents with the Operator Identification Number.
- c. Written recommendations from a licensed Pest Control Advisor will be required for all pesticide applications. A copy of these recommendations shall be made available to CITY for approval prior to any work.
- d. CONTRACTOR shall permit pesticide applications to be done only by qualified and trained personnel under the supervision of a State licensed pest control operator or certified applicator using recognized and approved materials and methods.
- e. Employee pesticide training shall comply with the training regulations established by the California Department of Pesticide Regulation.

II. General

- a. All pesticides must be approved in advance by CITY.
- b. CONTRACTOR shall notify CITY prior to all scheduled pesticide applications and shall not receive payment for required applications if such notification has not been provided.
- c. Pesticide applications which fail to produce the desired results will be repeated at CONTRACTOR's own expense.

III. Integrated Pest Management

- a. CONTRACTOR shall be provided with a copy of the City of Fairfield Integrated Pest Management (1PM) Policy and shall adhere to the practices contained within the Policy.
- b. Extremely toxic materials, such as Category I pesticides shall not be used.

E. General Maintenance and Cleanup

I. General

- a. CONTRACTOR shall collect all mowed grass, clippings, trimmings, cuttings, rubbish and debris at each site covered by this Agreement and shall remove the same promptly from each site and dispose of same in a lawful manner at CONTRACTOR's expense.
- b. All areas shall be kept free of leaves, pine needles, litter, including broken glass or other such debris. All broken glass shall be immediately removed when discovered.
- c. CONTRACTOR shall keep all cracks and seams in sidewalks, curbs, street gutters, and other paved areas free of weeds.
- d. CONTRACTOR shall keep sidewalks and paved areas swept and free of any dirt or soil that might be washed from adjacent slopes or planted areas.
- e. Worksites shall be left orderly and neat upon completion of work.
- f. Upon notification by CITY, CONTRACTOR shall adjust scheduled site visits and other work to cause minimal impact on planned community activities occurring at each site.

II. Fence Lines

- a. Fence lines shall be kept free of trash, weeds, grass, and pruning debris.

III. Dust Control

- a. CONTRACTOR shall control airborne dust at all times. Dust control shall conform to section 10, "Dust Control," of the State Standard Specifications.
- b. All costs associated with dust control are assumed to be included in the contract bid and no additional compensation will be allowed therefore.

F. High-Weed Mowing

- I. All high-weed mowing (as show in high-weed area maps) will be performed two times (2X) per year during the months of June and September. (Kolob and Waterman LLMD)
- II. Weeds shall be mown to a height less than four (4) inches.
- III. Any weeds/grass left standing along fences or structures after mowing must be cut.

G. Miscellaneous Facilities

Services listed below shall be included in the total value of this contract.

I. Drainage System Areas

- a. All drainage systems used for the purposes of rainwater or irrigation water collection, including surface swales, trench drains, V-ditches, catch basins, or gutters shall be maintained in a clean condition free of debris, erosion waste, weeds, or any blockages.

- b. Gutters and curb way aprons that border the park entrance shall be kept clean of weeds and gardening debris.
- c. CONTRACTOR shall prevent any material created as a result of performing the work under this Agreement from entering the storm drain system. The storm drain system includes, but is not limited to, the gutter, the roadway, V-ditches, catch basins, creeks, and any underground storm water conduit. Proper storm water pollution prevention techniques and procedures shall be used during all phases of the maintenance work.
- d. All concrete-lined ditches within the landscape areas shall be kept clean and clear at all times. The catch basins that these ditches empty into shall be thoroughly cleaned out once per month by the 15th of each month between October 15 to April 15. More frequent cleaning may be required due to heavy rains. Edges should be checked periodically for erosion and damage to concrete structures. Special care will be taken by CONTRACTOR to keep debris out of all basins while V-ditch maintenance is occurring (Kolob LLMD).
- e. CONTRACTOR shall notify OTY if drainage system is blocked by any offsite debris or erosion waste. Correction of the blockage will be coordinated by CITY. CONTRACTOR shall be entitled to additional compensation if CONTRACTOR performs works to correct blockage at CITY's request.

4. **MAINTENANCE SCHEDULE**

All schedules are subject to change at the pleasure of CITY or due to weather and other considerations.

<u>LAWN AREAS</u>	<u>FREQUENCY</u>
Mow	Weekly (Kolob), Bi-weekly (Waterman and Peppertree)
Edge	With each mowing

<u>SHURBS AND TREES</u>	<u>FREQUENCY</u>
Leaf, Litter, and Trash removal	Bi-weekly (Kolob only)
Weed control	As needed/ (monthly in Peppertree LLMD)
Shrub Pruning	Two times (2X) per year during the months of April and September (Kolob). Once (1X) in May in Waterman and Peppertree
Pre-emergent-planter beds and tree wells	Two times (2X) per year during the months of February and November {Kolob only}
Tree Pruning	Two times (2X) per year during the months of March and December for clearance (Waterman only)

<u>GROUND COVER AND VINES</u>	<u>FREQUENCY</u>
Leaf, litter, and trash removal	Weekly (Kolob only)
Weed Control	As Needed. Monthly in Peppertree
Pre-emergent	Two times (2X) per year during the months of February and November in drip irrigation areas. (Kolob only)
Prune and Edge	Two times (2X) per year during the months of February and September. Once (1X) in Waterman and Peppertree in June.
Mow Vinca and Hypericum groundcover	(1X) per year in March (Kolob only)

<u>UNDEVELOPED AREAS</u>	<u>FREQUENCY</u>
High-Weed Mow	Two Times per Year: June and September (Waterman and Kolob only)

<u>SITE CONSIDERTAIONS</u>	<u>FREQUENCY</u>
Site Inspections with CITY	At least once per month
Clean V-Ditches/Drain Inlets	Inspected and cleaned weekly between

	October 15 and April 15 (Kolob only)
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5. **AREA MAPS INDEX**

Waterman Boulevard, Oliver Road, Nephi Drive..... AM-1

Rustle Court, Gillespie Drive AM-2

10 Gate Road..... AM-3

10 Gate Road..... AM-4

Vista Grande, Mainsail Court, Hilborn Road AM-5

Cement Hill Road, Peppertree Drive..... AM-6

Waterman Boulevard, Oliver Road, Nephi Drive



- = Maintenance Area
- = High Weed Mow Area

AM-1

Rustle Court, Gillespie Drive



- = Maintenance Area
- = High Weed Mow Area

AM-2

10 Gate Road



- = Maintenance Area
- = High Weed Mow Area

AM-3

10 Gate Road



- = Maintenance Area
- = High Weed Mow Area

AM-4

Vista Grande, Mainsail Court, Hilborn Road




- = Maintenance Area
- = High Weed Mow Area

AM-5

Cement Hill Road, Peppertree Drive



 = Maintenance Area

 = High Weed Mow Area

 = Irrigation Controller

 = Irrigation Backflow Device

AM-6

EXHIBIT "B"

PAYMENT

- 1) The total contract price for services rendered by CONTRACTOR under this Agreement shall not exceed \$36,696.00 for the initial 12-month term, which is effective January 1, 2025, through December 31, 2025.
- 2) Payment shall be made to CONTRACTOR based on monthly progress billings and final invoice. Final invoice to be submitted on completion of scope of work set forth in Exhibit "A".
- 3) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the CITY and CONTRACTOR, and shall be billed on a time and materials basis to the City of Fairfield.

EXHIBIT "B-1"**LLMD No. 8 - KOLOB ESTATES BID SHEET**

ITEM	FREQUENCY	UNIT COST	ANNUAL COST
LAWN AND HARD FESCUE CARE			
Lawn mowing	Weekly		\$ 2,076
Lawn edging	Weekly		\$ 1,056
SHRUB AND TREE CARE			
Pre- Emergent weed control	Two Times- Feb and Nov		\$ 640
Weed Control	Monthly		\$ 1,040
Shrub Pruning	Two Times- April and Sept		\$ 3,840
Leaf, litter, and Trash removal	Bi-weekly		\$ 3,120
GROUND COVER AND VINES			
Ground cover pruning and edging	Two Times- Feb and Sept		\$ 1,920
Vinca and Hypericum mowing	One Time (1X)- March		\$ 640
MISCELLANEOUS FACILITIES			
High weed mowing	Two times- June and Sept		\$ 2,560
V-ditch cleaning	Weekly- Oct 15- April 15		\$ 1,200
TOTAL BID			\$ 18,092

LLMD No. 3 - WATERMAN BID SHEET

ITEM	FREQUENCY	UNIT COST	ANNUAL COST
LAWN AND HARD FESCUE CARE			
Lawn mowing	Bi-weekly		\$ 4,160
Lawn edging	Bi-weekly		\$ 1,560
SHRUB AND TREE CARE			
Weed Control	As needed		\$ 248
Shrub Pruning	One time- May		\$ 1,920
Tree trimming	Two times- clearance only		\$ 3,120
GROUND COVER AND VINES			
Ground cover pruning and edging	One time- June		\$ 1,280
MISCELLANEOUS FACILITIES			
High weed mowing	Two times- June and Sept		\$ 600
TOTAL BID			\$ 12,888

LLMD No. 6 – PEPPERTREE BID SHEET

ITEM	FREQUENCY	UNIT COST	ANNUAL COST
LAWN AND HARD FESCUE CARE			
Lawn mowing	Bi-weekly		\$ 2,100
Lawn edging	Bi-weekly		\$ 1,056
SHRUB AND GROUNDCOVER CARE			
Weed Control	Monthly		\$ 960
Shrub Pruning	One time- May		\$ 640
Groundcover Pruning/Edging	One time- May		\$ 960

TOTAL BID \$5,716

EXHIBIT "C"

GENERAL PROVISIONS

- 1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONTRACTOR shall be an independent Contractor and shall not be an employee of CITY. CITY shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement.
- 2) LICENSES; PERMITS; ETC. CONTRACTOR represents and warrants to CITY that CONTRACTOR has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice CONTRACTOR's profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice his profession.
- 3) TIME. CONTRACTOR shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. CONTRACTOR shall adhere to the Schedule of Activities as described in their Executive Summary.
- 4) CONTRACTOR NOT AN AGENT. Except as CITY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.
- 5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
- 6) PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- 7) STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices his profession. All products which CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CITY shall be the sole judge as to whether the product of the CONTRACTOR is satisfactory.

- 8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONTRACTOR. CONTRACTOR is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONTRACTOR shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.
- 9) PRODUCTS OF CONSULTING. All products of the CONTRACTOR created under this Agreement shall be the property of the CITY.
- 10) INDEMNIFY AND HOLD HARMLESS. CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONTRACTOR or any person directly or indirectly employed by or acting as agent for CONTRACTOR in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONTRACTOR to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONTRACTOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

- 11) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.
- 12) LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

- 13) CONTRACTOR NOT A PUBLIC OFFICIAL. CONTRACTOR is not a "public official" for purposes of Government Code §§ 87200 et seq. CONTRACTOR conducts research and arrives at his or her

conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONTRACTOR possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONTRACTOR in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONTRACTOR shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

- a) Whether CONTRACTOR is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- b) If CONTRACTOR is doing business as a sole proprietorship, CONTRACTOR shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- c) If CONTRACTOR is doing business as other than a sole proprietorship, CONTRACTOR shall provide CONTRACTOR's federal tax identification number.

15) LABOR AND WAGE CODE GUIDELINES. Attention is directed to Section 1777.5 of the Labor Code as it applies to Apprenticeship Standards.

The general prevailing wage rates for each craft, classification, or type of workman shall be determined by the Director of Industrial Relations (available online at <http://www.dir.ca.gov/dlsr/PWD/index.html> - select the appropriate wage decision and then collect the wage decisions for Statewide, Northern California and Solano County). A copy of these wage rate determination are kept on file are available for review at the Office of the City Engineer located at 1000 Webster Street.

In accordance with the provisions of Section 1860 of the California labor Code, attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.

Attention is directed to the Federal Minimum wage rate requirements. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rates. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rates, which most closely approximates the duties of the employees in question.

16) CONTRACT BONDS (required for projects above \$25k). The Contractor shall furnish two good and sufficient bonds in compliance with applicable federal and state laws. One of the bonds in the amount of one hundred percent (100%) of the contract price shall guarantee the faithful performance of the contract by the Contractor; and, in addition, by its terms, the faithful performance bond shall remain in full force and effect for a period of one (1) year from and after the completion and acceptance of said work to guarantee the repair and/or replacement of faulty workmanship and defective material. The other bond shall be a payment (labor and material) bond in the amount of one hundred percent (100%) of the contract price. Each respective bond shall be in the form set forth in the Articles of Agreement Section.

Whenever any surety or sureties on any such bonds, or on any bonds required by law for the protection of the claims of laborers and material men, become insufficient, or the City has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

The City Engineer before execution of the contract by City may require that Contractor submit the documents enumerated in Code of Civil Procedure section 995.660 to verify the sufficiency of the surety or sureties on the contract bonds.

EXHIBIT "D"**INSURANCE REQUIREMENTS**

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$2,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$2,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- ☐ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Fidelity / Crime / Dishonesty Bond in the minimum amount of \$_____
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense

expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be in excess of the CONSULTANT'S insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

VERIFICATION OF COVERAGE. CONTRACTOR shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf; on forms equivalent to CG 20 10 11 85, subject to CITY approval; and submitted electronically through the Exigis insurance system to: certificates-fairfield@riskworks.com. All insurance certificates and endorsements are to be

received and approved by the CITY before work commences. At the request of the CITY, CONTRACTOR shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

d) SUB-CONTRACTORS. CONTRACTOR shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONTRACTOR to verify existence of sub-contractor's insurance shall not relieve CONTRACTOR from any claim arising from sub-contractors work on behalf of CONTRACTOR.

Certificate Of Completion

Envelope Id: 495446A8-CD10-4E54-A32C-E8FAB71DCC2D		Status: Completed
Subject: Complete with Docusign: New Image - LLMDs No 8 Kolob- No 3 Waterman- No 6 Peppertree		
Source Envelope:		
Document Pages: 27	Signatures: 1	Envelope Originator:
Certificate Pages: 5	Initials: 0	Valerie Standfill
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		vstandfill@fairfield.ca.gov
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Jsuzuki@newimagelandscap.com		Viewed: 11/22/2024 5:10:02 PM
General Manager		Signed: 11/25/2024 7:43:28 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 12.32.119.242	

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Editor Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
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Gary Sponsler	<div>COPIED</div>	Sent: 11/21/2024 6:23:25 AM
gsponsler@fairfield.ca.gov		Viewed: 11/25/2024 7:45:08 AM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Accepted: 7/22/2024 9:26:51 AM		
ID: 48ffc4a1-1113-4cb1-8110-6c9dd682b53d		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/21/2024 6:23:25 AM
Certified Delivered	Security Checked	11/22/2024 5:10:02 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	11/25/2024 7:43:28 AM
Completed	Security Checked	11/25/2024 7:43:28 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Fairfield (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Fairfield:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jberty@fairfield.ca.gov

To advise City of Fairfield of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jberty@fairfield.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Fairfield

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jberty@fairfield.ca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Fairfield

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to jbertany@fairfield.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Fairfield as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Fairfield during the course of your relationship with City of Fairfield.