

CONTRACTOR SERVICES AGREEMENT

**LANDSCAPE MAINTENANCE SERVICES FOR LANDSCAPING AND LIGHTING MAINTENANCE
DISTRICT NO. 12 – DOWNTOWN BUSINESS DISTRICT**

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."

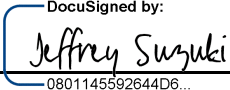
EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: _____

David, Gassaway, City Manager

New Image Landscaping Company

By:  _____
0801145592644D6...

Jeffrey Suzuki, General Manager

EXHIBIT "A"

SCOPE OF SERVICE

LANDSCAPE MAINTENANCE TECHNICAL PROVISIONS

1. LOCATION OF SERVICES

Landscaping and Lighting Maintenance District No. 12 – Downtown located behind the street cur and gutter to the buildings on: Texas Street from Pennsylvania Ave. to Jefferson St., approximately 75' north and south of Texas St. on Jefferson St., Webster St., Jackson St., Taylor Sr., and Great Jones, and Madison St. from Empire St. to Missouri St. including street median. Refer to the Area Index Maps. CONTRACTOR should conduct an independent field survey for exact measurement.

2. DESCRIPTION OF SERVICES

A. Tree Care

CONTRACTOR shall be responsible for all tree maintenance.

I. Pruning

- a. Trees shall be pruned as needed for clearance
- b. CONTRACTOR shall ensure that only professionally qualified personnel using approved methods and techniques perform pruning.
- c. International Society of Arboriculture (ISA) pruning standards shall be used.
- d. Excessive pruning or stubbing back shall not be permitted.
 - e. All pruning cuts shall maintain the branch bark ridge and shall be cleanly cut with no tearing of the bark. No flush cuts shall be permitted.
- f. Lower branches overhanging walkways or paths shall be raised to a height of eight (8) feet or as directed by the CITY.
- g. Lower branches overhanging streets or driveways shall be raised to a height of thirteen (13) feet or as directed by the CITY.
- h. Suckers, watersprouts and other undesirable growth shall be removed.
- i. Dead and damaged branches shall be removed

B. Shrub and Ground Cover

I. Shrub Pruning

- a. CONTRACTOR shall prune shrubs at least two times (2X) per year during the months of March and September, subject to change due to weather. The Contractor may be required to prune more frequently if shrub growth

encroaches on walkways, streets or signs or encumbers visibility.

- b. Shrubs, when sheared, shall be tapered back to form a natural appearance; vertical edges shall not be allowed.
- c. Shrubs and ground cover will 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.
- d. Shrubs and ground cover shall be pruned to remove all dead or damaged growth.

II. Ground Cover Pruning

- a. Ground Cover shall be pruned and edged two times (2X) per year during the months of March and September, subject to change due to weather. The Contractor may be required to prune more frequently if ground cover growth encroaches on walkways or streets.
- b. Ground cover, such as ivy will not be allowed to grow/spread onto trees, walls, fences, buildings and other amenities.

III. Pest Control in Shrub Beds and Ground Cover Areas

- a. Planter beds and ground cover areas shall be kept free of weeds.
- b. CONTRACTOR must provide prior notification of planned pesticide applications in order to receive credit for the work.
- c. CONTRACTOR may use a tank mix of two or more herbicides to achieve the desired spectrum of control.

C. 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, diseases and pests, 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 will furnish the CITY with a copy of each year's 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 the CITY for approval prior to any work.
- d. CONTRACTOR shall permit pesticide applications to be done only by qualified, 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 the CITY.
- b. CONTRACTOR will notify the CITY prior to all scheduled pesticide applications and will not receive credit 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 (IPM) Policy and shall adhere to the practices contained within the Policy.
- b. Extremely toxic materials, such as Category I pesticides shall not be used.

D. GENERAL MAINTENANCE AND CLEANUP

I. General

- a. CONTRACTOR shall collect all 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 the Contractor's expense.
- b. All areas shall be kept free of weeds, grasses, leaves, 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. Weeds shall be spot sprayed with an herbicide to kill the roots and then be removed. This work shall be done before the weeds become unsightly.
- d. Work sites shall be left orderly and neat upon completion of work for that particular work day.
- e. CONTRACTOR is responsible for all traffic control required as a result of this contract. A traffic control plan shall be submitted to and approved by the City Traffic Engineering Division prior to performing any work requiring traffic control.
- f. The Downtown District is subject to special events and activities. When notified of such planned events CONTRACTOR shall arrange his site visits to create the least impact on the event. Special events may require CONTRACTOR to occasionally make changes to weekly maintenance and irrigation schedules.

II. Graffiti Abatement

- a. Graffiti shall be removed from all wall surfaces, sidewalks, trash cans,

controller cabinets, benches, tables, signs and fences within forty-eight (48) hours after discovery or notification.

- b. Paint shall not be applied to surfaces that are not currently painted unless approved by the CITY. When paint is used it shall match existing surfaces and must be approved by the CITY.
- c. other commonly available graffiti removal products may be used on appropriate surfaces.
- d. Nearby storm drain inlets must be protected from runoff during graffiti removal activities.
- e. When power washing to remove graffiti, the wastewater and paint particles shall not be discharged to the street or storm drain system. Nearby storm drains must be protected by placing sand bags, booms or barriers around drain inlets or by making an enclosure around the wash area.
- f. CONTRACTOR shall not perform exterior graffiti removal activities during the rain.

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.

E. MISCELLANEOUS FACILITIES

General - the items listed below are considered routine maintenance and therefore will not be considered extra work.

I. Drainage System Areas

- a. All drainage systems on the properties for purposes of rain water or irrigation water collection, whether 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 blockage.
- b. Gutters and curb way aprons that border the site entrance shall be kept clean of weeds and gardening debris.
- c. CONTRACTOR shall prevent any material created as a result of his activities 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.

II. Erosion Control

- a. CONTRACTOR shall not be responsible for structural maintenance or repair or replacement of swales and drain lines except for such structural maintenance, repair or replacement resulting from damage caused by CONTRACTOR or his agents.
- b. Erosion resulting from major storm damage that requires major slope reconstruction and/or installation of additional drainage facilities shall be the responsibility of others.

III. Sidewalks, Driveways, Benches, Seating Walls

- a. All sidewalks and other paved areas covered in this agreement shall be swept/blown before 10:00 A.M. weekly to remove trash, litter, and excess dirt from all paved areas. This includes those parking areas which cannot be swept by the standard street sweeper. Such trash and debris shall not be swept into nor allowed to accumulate in the storm drains or inlets.
- b. All brick sidewalk paving, planters, benches and walls covered in this agreement shall be cleaned six times a year by a reputable operator approved by CITY.
- c. Organic and inorganic materials shall be washed from the pavement and other hardscape items such as trash receptacles, light poles and other street furniture on an as-needed basis. A bucket and brush method of spot cleaning should be used. Wholesale use of water to wash down scape will not be permitted.

3. MAINTENANCE SCHEDULE

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

<u>SHRUBS AND TREES</u>	<u>FREQUENCY</u>
Weed Control	As needed
Shrub Pruning	Two times (2X) per year during the months of March and September, subject to change due to weather.
Tree Pruning – clearance	As needed
<u>GROUND COVER AND VINES</u>	<u>FREQUENCY</u>
Weed Control	As needed
Prune and edge	Two times (2X) per year during the months of March and September, subject to change due to weather

<u>SITE CONSIDERTAIONS</u>	<u>FREQUENCY</u>
Site Inspections with CITY	As least once (1X) per month
Sidewalk sweeping / blowing	Weekly
Weed Control	As needed
Graffiti Removal	As needed, within 48-hours of notification
Pressure washing of brick sidewalks	Six (6) times annually as directed by CITY

4. AREA MAPS INDEX

Texas Street..... AM-1

Texas Street



-  = Maintenance Area
-  = Irrigation Controller
-  = Irrigation Backflow Device

AM-1

EXHIBIT "B"

PAYMENT

- 1) The total contract price for services rendered by CONTRACTOR under this Agreement shall not exceed \$14,440.00 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. 12 – DOWNTOWN BID SHEET

ITEM	FREQUENCY	UNIT COST	ANNUAL COST
SHRUB, GROUNDCOVER, AND TREE CARE			
Tree well weed control	As Needed		\$ 720
Tree Pruning	As needed- clearance only		\$ 1,040
Shrub Pruning	Two times- Mar and Sept		\$ 2,560
Weed control	As needed		\$ 720
Ground cover pruning and edging	Two times- Mar and Sept		\$ 1,280
MISCELLANEOUS FACILITIES			
Graffiti Removal	Within 48 hours		\$ 320
Parade Pressure Washing	Six times- before and after Parades		\$ 4,500
Blow Sidewalks	Weekly		\$ 1,860
Weed Control	As needed		\$ 1,440
-	TOTAL BID		\$ 14,440

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. CONSULTANT 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, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

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

Certificate Of Completion

Envelope Id: 2F8A2367-B87E-4147-9355-FB85AC6E675E

Status: Completed

Subject: Complete with Docusign: New Image - LLMD 12 Downtown_2024_11-25_2024.pdf

Source Envelope:

Document Pages: 20

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Valerie Standfill

AutoNav: Enabled

1000 Webster Street

Envelopeld Stamping: Enabled

Community Development - Building Services

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Fairfield, CA 94533

vstandfill@fairfield.ca.gov

IP Address: 64.162.152.2

Record Tracking

Status: Original

Holder: Valerie Standfill

Location: DocuSign

11/25/2024 11:05:00 AM

vstandfill@fairfield.ca.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Fairfield

Location: DocuSign

Signer Events

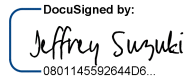
Jeffrey Suzuki

Jsuzuki@newimagelandscape.com

General Manager

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

0801145592644D6...

Signature Adoption: Pre-selected Style

Using IP Address: 12.32.119.242

Timestamp

Sent: 11/25/2024 11:06:53 AM

Viewed: 11/25/2024 11:10:26 AM

Signed: 11/25/2024 11:11:15 AM

Electronic Record and Signature Disclosure:

Accepted: 11/25/2024 11:10:26 AM

ID: 5404c998-7581-4717-a0f0-9c3bf5f4d778

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Gary Sponsler

gsponsler@fairfield.ca.gov

Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/25/2024 11:06:53 AM

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

11/25/2024 11:06:53 AM

Certified Delivered

Security Checked

11/25/2024 11:10:26 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	11/25/2024 11:11:15 AM
Completed	Security Checked	11/25/2024 11:11:15 AM

Payment Events	Status	Timestamps
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