

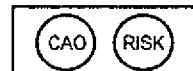
**CONTRACT FOR SERVICES**  
**Installation/Removal Christmas Decoration**

**THIS AGREEMENT** is executed this 19 day of Nov., 2013 by and between the CITY OF MONTEREY, a municipal corporation, hereinafter called "City," and L.W. Calhoun General Contractor, hereinafter called "Contractor."

**IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:**

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: Contractor to install and remove Christmas decorations per Call for Bids (Informal) dated October 28, 2013 attached as Exhibit A , Addendum 1 dated November 4, 2013 and Contractors Bid attached as Exhibit B.
2. **Timely.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in paragraph 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or may agree in writing with Contractor to an extension of time.
3. **Term.** The work under this Agreement shall commence November 18, 2013 and shall be completed by January 13, 2014 unless City grants a written extension of time as set forth in paragraph 2 above. This agreement may be extended by consecutive one (1) year periods, up to a maximum of four (4) extensions, by written agreement between the City and Contractor.
4. **Payment.** City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, Five Thousand Nine Hundred Fifty Dollars and no cents (\$5,950.00). Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City's approval of Contractor's submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. **Meet & Confer.** Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.
6. **Insurance.** Contractor shall maintain the following insurance in full force and effect.
  - a. Without altering or limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
    - I. Contractor's Commercial General Liability Insurance including but not limited to personal injuries, bodily injuries, premises/operations, completed operations/products, contractual liability, independent contractors (if any part of the work is to be subcontracted), broad form property damage and cross-liability coverage with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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II. Course of Construction or Builder's Risk Insurance for the completed value of the project with no coinsurance penalty provisions. Contractor may submit evidence of builders risk insurance as evidence of course of construction coverage.

III. Commercial Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.

IV. Workers' Compensation Insurance. If Contractor employs others in the performance of this Agreement, Contractor shall maintain workers' compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$100,000 per occurrence for employer's liability. Workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

b. Other Insurance Requirements:

I. All insurance under this Agreement must be written by an insurance company that is either:

- \* Admitted to do business in California with a current A.M. Best rating of no less than A:VI;

or

- \* An insurance company with a current A.M. Best rating of no less than A:VII.

Exception may be made for the State Compensation Insurance Fund when not specifically rated.

II. Each insurance policy required by this agreement shall be endorsed to state that City of Monterey shall be given notice in writing at least thirty days in advance of any change, cancellation, or non-renewal thereof.

III. The general liability and auto policies shall:

- \* Provide an endorsement naming the City of Monterey, its officers, officials, and employees as additional insureds under an ISO CG 20 10 11 85 or equivalent.

- \* Provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the City.

- \* Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01.



IV. Prior to the start of work under this Agreement, Contractor shall file certificates of insurance and endorsements evidencing the coverage required by this agreement with the City of Monterey Risk Management Office. Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

V. Neither the insurance requirements hereunder, nor acceptance or approval of Contractor's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Contractor's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Contractor is financially liable for its indemnification obligations under this Agreement.

VI. Any deductibles or self-insured retentions must be declared to and approved by the City of Monterey. At the option of the City, either: the insured shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

VII. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

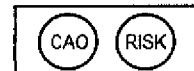
VII. Contractor shall either (1) require each of its subcontractors to procure and to maintain during the life of its subcontract, Commercial General Liability Insurance, Vehicle Liability Insurance and Workers' Compensation Insurance of the type and in the amounts specified above, or; (2) insure the activities of its subcontractors in its policies. Prior to commencement of any work by any subcontractor, Contractor shall file certificates of insurance and endorsements evidencing the coverage required by this paragraph with the City of Monterey Risk Management Office. Contractor shall file a new or amended certificates of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

7. **Indemnification.** Contractor hereby agrees to the following Indemnification and Hold Harmless Clause:

To the fullest extent permitted by law, Contractor agrees to indemnify, investigate, defend (at Contractor's sole cost and expense and with legal counsel reasonably approved by City), protect and hold harmless, the City of Monterey, its officials, officers, employees, agents, and representatives from and against any and all claims [including, without limitation, claims for bodily injury or death (including but not limited to Contractor, persons employed by Contractor, persons acting on behalf of Contractor, and third parties) or damage to property], demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs, and all other professional, expert or Contractors' fees and costs) of every kind or nature arising out of or in connection with or relating to any work or activities of

*je*

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Contractor (or Contractor's contractors' or subcontractors', if any) conducted under this Agreement or arising out of the failure on Contractor's part to perform their obligations under this agreement. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of the City, except for those Claims which arise out of the sole negligence or willful misconduct of the City.

Notwithstanding the provisions of the above paragraph, Contractor agrees to assume all risk, and to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Contractor or Contractor's employees, contractors, representatives, patrons, guests or invitees.

Contractor further agrees to indemnify City for damage to or loss of City property arising out of or in connection with Contractor's work associated with this agreement or arising out of any act or omission of Contractor or any of Contractor's employees, agents, contractors, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of the City.

8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

9. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.

11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.

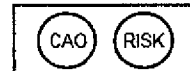
12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

13. **Validity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

14. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.



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15. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

CITY OF MONTEREY

  
Mayor or City Manager

LW CALHOUN GENERAL CONTRACTOR

  
name & title of authorized signatory

LARRY CALHOUN  
OWNER



November 12, 2013

## ADDENDUM 1

**To:** All Contractors  
**Subject:** Limits of Work Clarification.  
**Project:** Installation/Removal Christmas Decoration  
**Sent Via:** Email

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### **Clarifications:**

1. Question: Are we required to get an encroachment permit?  
Answer: No
2. Question: Are all of the angels plug in?  
Answer: No, not all angles are electrical, also garlands that go across the street use electricity. There are 3 locations that garlands go across the street, Lighthouse Ave., Del Monte Ave., and Head of the Wharf.
3. Question: How heavy are the angels?  
Answer: 20 to 25 lbs.
4. Question: When you say 13 different locations, is that 13 different areas, or 13 different street light poles?  
Answer: There are 13 poles that hold the angles along with brackets in different locations. In addition there are 10 other poles that hold brackets with angels and 5 poles that hold wooden bells with brackets all in various locations in the City.
5. Question: Is this overnight work?  
Answer: Does not have to be, work may be done during the day with proper safety.

### **ACKNOWLEDGEMENT OF ADDENDUM**

***All bid quotes must acknowledge this addendum in writing.***

Sincerely,

//s//

Pj Kinzie-Garcia  
Maintenance Technician

## **Exhibit A**

BUILDING MAINTENANCE DIVISION  
PHONE 831-646-3926 FAX 831-643-0962

### **CALL FOR BIDS (INFORMAL)**

**PROJECT OPENING DATE:** 10/28/2013

**PROJECT NAME:** Installation/Removal Christmas Decorations

**PROJECT LOCATION:** City Wide Locations, Monterey Ca 93940

**PROJECT DESCRIPTION:**

Contractor to provide labor, material, equipment, and project management to execute and complete the subject project:

- 1) Contractor will install decorations at approximately 13 to 14 locations at designated spots around the City. City Electrician will provide all locations to contractor.
- 2) All electrical decorations: angels, garland, and bells are required to be up by November 25, 2013. Contractor will hang these decorations though the electrical connection for them is made by the City of Monterey Electrician.
- 3) All other angels to be hung up by November 25, 2013.
- 4) City Electrician will make sure hardware is ready for contractor to install. Access to angels will be furnished by Building Maintenance, City Electrician.
- 5) Decorations to come down and stored back in designated area starting January 2, 2014.
- 6) Decorations to be completely down by end of business, January 9, 2014.
- 7) Project Manager is Don Piper, City Electrician, 760-2028. Please contact him with any questions and arrangements.
- 8) Contractor must furnish their own lift to install decorations.
- 9) Any questions regarding this project must be submitted in writing to PJ Kinzie-Garcia at [kinzie@monterey.org](mailto:kinzie@monterey.org), no later than November 4, 2013.

**DOCUMENTS DUE TIME FRAME:**

Contract once awarded to Contractor, is due back to City of Monterey no later than 5 calendar days.

Contractors insurance is due back to City of Monterey no later than 5 Calendar days per Contract requirements #6 & #7.

If Contractor is unable to provide these documents the City will look to award work to the next responsive, responsible bidder.

If the work is considered an urgent requirement the City reserves the right to require these documents sooner from the Contractor.

**INSURANCE REQUIREMENTS:** IF CONTRACTOR IS AWARDED THE BID THE FOLLOWING WILL BE REQUIRED:.

**Attached is SAMPLE of contract and insurance requirements. Please be prepared to furnish all insurance per #6 & #7 of this sample contract.**

**PREVAILING WAGES:** This is considered a non-prevailing wage project though companies may bid as prevailing wage.

1. Contractor and all subcontractors shall be responsible for determining which prevailing wage rate applies to the corresponding labor classification to be used in the execution of this contract and shall pay accordingly.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the State General Prevailing Wage Rates for this project, available at City of Monterey Capital Projects Office, 353 Camino El Estero, Monterey, CA (831/646-3997) and available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/PWD/Northern.html>.

The Federal prevailing wage rates are predetermined by the United States Secretary of Labor and are available from the U.S. Department of Labor Employment Standard Administration internet website at <http://www.gpo.gov/davisbacon/referencemat.html>, and are incorporated herein by reference.

If there is a difference between the Federal minimum wage rates predetermined by the Secretary of Labor and the State 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 rate. The City will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal 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 rate, which most closely approximates the duties of the employees in question.



A. **Will be paid** on all City projects **\$60,000.00 and over.** For those projects, the provisions of the Davis-Bacon and Related Acts (DBRA) are incorporated herein by reference (see 40 USC Section 276a; 29 CFR Parts 1,3,5,6, and 7).

#### **Davis-Bacon**

This project is partially or completely federally funded. Federal and/or State prevailing wage rates, whichever are higher, shall apply. Contractor and all subcontractors shall be responsible for determining which prevailing wage rate applies to the corresponding labor classification to be used in the execution of this contract and shall pay accordingly.

If there is a difference between the Federal minimum wage rates predetermined by the Secretary of Labor and the State 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 rate. The City will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal 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 rate, which most closely approximates the duties of the employees in question.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the State General Prevailing Wage Rates for this project, available at City of Monterey Capital Projects Office, 353 Camino El Estero, Monterey, CA (831/646-3997) and available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/PWD/Northern.html>.

The Federal minimum wages shall be based on the wages that the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed.

#### **GENERAL REQUIREMENTS:**

##### **BUSINESS LICENSE**

Contractor is required to produce a copy of their current City of Monterey business license once awarded.

##### **PERMIT**

If a permit are required, must be obtained before the work starts. Determination by City Representative in charge of the project.

##### **ELECTRICAL WORK**

All electricians performing work under this contract, as defined as making electrical connections at or above 100 volt-amperes, shall be **certified** pursuant to Section 3099 et seq. of the California Labor Code. Contractor shall submit proof of certification, or proof that the requirements of Section 3099.4 (a) of the California Labor Code have been met, prior to electricians commencing work under this contract.

#### **LEAD BASE PAINT**

Contractor is responsible to adhere to the EPA - Renovation, Repair and Painting (RRP). See <http://www.epa.gov/lead/pubs/renvoation.htm>

#### **TIME LINE**

**This Agreement may be extended by consecutive one (1) year periods, up to a maximum of four (4) extensions, by written agreement between the City and Contractor.**

#### **PAYMENT**

The General Services Manager shall retain ten (10) percent of the value of all work done as part security for the fulfillment of the contract by the Contractor. Dollar figure will be released when final inspection is done by the Building Maintenance Representative.

#### **BONDS**

Payment Bond is required on all projects \$25,000.00 and over.

#### **BIDS SCHEDULE**

Shall be received in the office of the Building Maintenance Division at Presidio Bldg. 268, Monterey CA., UNTIL **10:00 A.M on November 6, 2013** for Christmas Decoration Installation per scope. Please e-mail your bid to [kinzie@monterey.org](mailto:kinzie@monterey.org)

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
1	Installation & Removal of Christmas Decoration	\$_____

**NAME OF FIRM:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINTED SIGNATURE:** \_\_\_\_\_

**CONTRACTORS LEGAL NAME:** \_\_\_\_\_  
(Please Print)

**WHERE CONTRACTOR IS ORGANIZED:** \_\_\_\_\_  
(i.e. California Corporation, or individual doing business under Ca. Law)

**DOES CONTRACTOR HAVE BUILDERS RISK INSURANCE:** \_\_\_\_\_  
(If yes, please have insurance company submit on Liability form)

**CONTRACTOR LICENSE NUMBER:** \_\_\_\_\_

**LICENSE EXPIRATION DATE:** \_\_\_\_\_

**SUB CONTRACTORS:** \_\_\_\_\_  
(That you would use)

**SUBCONTRACTOR LICENSE:** \_\_\_\_\_

[SAMPLE]

**CONTRACT FOR SERVICES**  
**Name of Project**

**THIS AGREEMENT** is executed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter called "City," and CONTRACTOR'S NAME, hereinafter called "Contractor."

**IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:**

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: Describe general scope of work. Scope of work is further discussed in Title of City's RFP or Bid Specs, Attachment A and Contractor's Proposal dated (), Attachment B.
2. **Timely.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in paragraph 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or may agree in writing with Contractor to an extension of time.
3. **Term.** The work under this Agreement shall commence date of start of work and shall be completed by date of end of work unless City grants a written extension of time as set forth in paragraph 2 above.
4. **Payment.** City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, [\_\_\_\_\_ Dollars (\$\_\_\_\_\_) or [(an hourly fee in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per hour, not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_)], as more fully described in title of Contractors fee schedule, Attachment C. Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City's approval of Contractor's submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. **Meet & Confer.** Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.
6. **Insurance.** Contractor shall maintain the following insurance in full force and effect.
  - a. Without altering or limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
    1. Contractor's Commercial General Liability Insurance including but not limited to personal injuries, bodily injuries, premises/operations, completed operations/products, contractual liability, independent

contractors (if any part of the work is to be subcontracted), broad form property damage and cross-liability coverage with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

II. Course of Construction or Builder's Risk Insurance for the completed value of the project with no coinsurance penalty provisions. Contractor may submit evidence of builders risk insurance as evidence of course of construction coverage.

III. Commercial Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.

IV. Workers' Compensation Insurance. If Contractor employs others in the performance of this Agreement, Contractor shall maintain workers' compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$100,000 per occurrence for employer's liability. Workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

b. Other Insurance Requirements:

I. All insurance under this Agreement must be written by an insurance company that is either:

- \* Admitted to do business in California with a current A.M. Best rating of no less than A:VI;

or

- \* An insurance company with a current A.M. Best rating of no less than A:VII.

Exception may be made for the State Compensation Insurance Fund when not specifically rated.

II. Each insurance policy required by this agreement shall be endorsed to state that City of Monterey shall be given notice in writing at least thirty days in advance of any change, cancellation, or non-renewal thereof.

III. The general liability and auto policies shall:

- \* Provide an endorsement naming the City of Monterey, its officers, officials, and employees as additional insureds under an ISO CG 20 10 11 85 or equivalent.

\* Provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the City.

\* Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01.

IV. Prior to the start of work under this Agreement, Contractor shall file certificates of insurance and endorsements evidencing the coverage required by this agreement with the City of Monterey Risk Management Office. Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

V. Neither the insurance requirements hereunder, nor acceptance or approval of Contractor's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Contractor's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Contractor is financially liable for its indemnification obligations under this Agreement.

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VII. Contractor shall either (1) require each of its subcontractors to procure and to maintain during the life of its subcontract, Commercial General Liability Insurance, Vehicle Liability Insurance and Workers' Compensation Insurance of the type and in the amounts specified above, or; (2) insure the activities of its subcontractors in its policies. Prior to commencement of any work by any subcontractor, Contractor shall file certificates of insurance and endorsements evidencing the coverage required by this paragraph with the City of Monterey Risk Management Office. Contractor shall file a new or amended certificates of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

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Notwithstanding the provisions of the above paragraph, Contractor agrees to assume all risk, and to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Contractor or Contractor's employees, contractors, representatives, patrons, guests or invitees.

Contractor further agrees to indemnify City for damage to or loss of City property arising out of or in connection with Contractor's work associated with this agreement or arising out of any act or omission of Contractor or any of Contractor's employees, agents, contractors, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of the City.

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relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

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15. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

CITY OF MONTEREY

CONTRACTOR

\_\_\_\_\_  
Mayor or City Manager

\_\_\_\_\_  
[name & title of authorized signatory]



EXHIBIT "B"

3099 et seq. of the California Labor Code. Contractor shall submit proof of certification, or proof that the requirements of Section 3099.4 (a) of the California Labor Code have been met, prior to electricians commencing work under this contract.

LEAD BASE PAINT

Contractor is responsible to adhere to the EPA - Renovation, Repair and Painting (RRP). See <http://www.epa.gov/lead/pubs/renovation.htm>

TIME LINE

This Agreement may be extended by consecutive one (1) year periods, up to a maximum of four (4) extensions, by written agreement between the City and Contractor.

PAYMENT

The General Services Manager shall retain ten (10) percent of the value of all work done as part security for the fulfillment of the contract by the Contractor. Dollar figure will be released when final inspection is done by the Building Maintenance Representative.

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Payment Bond is required on all projects \$25,000.00 and over.

BIDS SCHEDULE

Shall be received in the office of the Building Maintenance Division at Presidio Bldg. 268, Monterey CA, UNTIL 10:00 A.M on November 6, 2013 for Christmas Decoration Installation per scope. Please e-mail your bid to [kinzie@monterey.org](mailto:kinzie@monterey.org)

ITEM #	DESCRIPTION	AMOUNT
1	Installation & Removal of Christmas Decoration	\$ 5950 -

NAME OF FIRM: L.W. CALHOUN, G.C.

ADDRESS: POB 3003, MONTEREY, CA 93942

TELEPHONE: 831-655-5230

FAX NUMBER: 831-655-5231

E-MAIL: LARRY@LW.CALHOVN.COM

SIGNATURE: [Signature]

PRINTED SIGNATURE: LARRY CALHOVN

CONTRACTORS LEGAL NAME: L.W. CALHOVN, GEN. CONTR.  
(Please Print)

WHERE CONTRACTOR IS ORGANIZED: CALIF. INDIVIDUAL  
(i.e. California Corporation, or individual doing business under Ca. Law)

DOES CONTRACTOR HAVE BUILDERS RISK INSURANCE: NO  
(If yes, please have insurance company submit on Liability form)

CONTRACTOR LICENSE NUMBER: 587384

LICENSE EXPIRATION DATE: 1/31/2014

SUB CONTRACTORS: Ø  
(That you would use)

SUBCONTRACTOR LICENSE: Ø

L.W. Calhoun G.C., as of 11/4/13, acknowledges  
addendum #1 dated 11/4/13.

Signature: [Signature]

jc