Sewer System Maintenance Contractor Contact Information

1. Multi W. Systems

2615 Strozier Ave.
El Monte, CA 91733
Phone: 626-401-2627
E-Mail: info@multiwsystems.com

Lift Station Maintenance/Repair
Grinder Pump Maintenance

2. All Area Services, Inc.

5742 Venice Blvd.
Los Angeles, CA 90019
Phone: 323-939-9990
E-Mail: carlos@allareaservices.com

Lift Station Maintenance/Repair
Grinder Pump Maintenance

3. Liquid Handling Systems

1441 Village Way
Santa Ana, CA 92705
Phone: 714-558-2500

Grinder Pump Maintenance

4. Signa Services, Inc.

1615 Monrovia Ave,
Costa Mesa, CA 92627
Phone: 949-548-1125
E-Mail: joseph@signaco.net

Grinder Pup Maintenance

CITY OF RANCHO PALOS VERDES
MAINTENANCE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered this 16th day of September, 2014, by and between the CITY OF RANCHO PALOS VERDES, a California municipal corporation ("City") and MULTI W SYSTEMS, INC. ("Contractor").

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Scope of Services. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as the Abalone Cove Sewer System Maintenance Services ("Project"), including providing replacement pumps, as described in this Agreement. Upon written notification of mechanical malfunctions from the City, Contractor shall dispatch workers to perform with due diligence the services requested by the City.

2. Extra Work. Extra work, when ordered in writing by the Director of Public Works and accepted by the Contractor, shall be paid for under written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between the Contractor and the Director of Public Works. All extra work shall be adjusted daily upon report sheet furnished by the Contractor, prepared by the Director of Public Works, and signed by both parties, and said daily report shall be considered thereafter the true records of extra work done.

3. Term. This Agreement shall commence on September 17, 2014, and shall terminate on June 30, 2018, unless sooner terminated pursuant to Section 11 of this Agreement.

4. Time. Time is of the essence in this Agreement.

5. Force Majeure. Neither the City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of the public enemy, acts of the Government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

6. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of thirty thousand dollars ($30,000) per fiscal year, in accordance with the prices as submitted in Contractor's Schedule of Hourly Rates, attached hereto as Attachment "A" and incorporated herein by this reference, which in any case shall meet or exceed prevailing wage rates. The rates in Attachment "A" shall be in effect through the end of the Agreement. In the event of any conflict between the terms of this Agreement and incorporated documents, the terms of this Agreement shall control.

7. Payments. Contractor shall submit monthly invoices for the percentage of work completed in the previous month. City agrees to authorize payment for all undisputed invoice amounts within thirty (30) days of receipt of each invoice. City agrees to use its best efforts to notify Contractor of any disputed invoice amounts or claimed completion percentages

within ten (10) days of the receipt of each invoice. However, City's failure to timely notify Contractor of a disputed amount or claimed completion percentage shall not be deemed a waiver of City's right to challenge such amount or percentage. Additionally, in the event City fails to pay any undisputed amounts due Contractor within forty-five (45) days after invoices are received by City, then City agrees that Contractor shall have the right to consider said default a total breach of this Agreement and be terminated by Contractor without liability to Contractor upon ten (10) working days advance written notice.

8. Taxes. Contractor shall calculate payment for all sales, unemployment, old age pension and other taxes imposed by local, State of California and federal law. These payments are included in the total amounts in Attachment "A."

9. Audit. The City or its representative shall have the option of inspecting, auditing, or inspecting and auditing all records and other written materials used by Contractor in preparing its billings to the City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by the City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Agreement.

10. Unresolved Disputes. In the event of any dispute or controversy with the City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. Rancho Palos Verdes Municipal Code chapter 3.24 ("Claims Against the City") shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

11. Termination. The City may terminate this Agreement at any time with or without cause without penalty upon thirty (30) days' written notice. In the event of termination without fault or failure to perform of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, as determined by the Director of Public Works, and such payment shall be in full satisfaction of all services rendered hereunder; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would have been paid to Contractor for the full performance of the services described in this Agreement.

12. Indemnity.

    a. Contractor's Duty. To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold free and harmless the City, its elected officials, officers, employees, volunteers, agents, successors, assigns, and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of or incident to any act, failure to act, error or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, material suppliers, or their officers, agents, servants or employees, arising out of the Agreement, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims").

Further, Contractor shall appoint competent defense counsel approved by the City Attorney at Contractor's own cost, expense and risk, to defend any and all such Claims that may be brought or instituted against Indemnitees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable.

b. Civil Code Exception. Nothing in the paragraph above this one shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Agreement is subject to Civil Code Section 2782(b).

c. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

d. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

e. Survival. The provisions of this Section 12 shall survive the termination of this Agreement and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against a Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

13. Insurance.

a. General Liability. Contractor shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Commercial General Liability Insurance, with minimum limits of one million dollars ($1,000,000) for each occurrence and one million dollars ($1,000,000) general aggregate for bodily injury, death, loss or property damage for products or completed operations and any and all other activities undertaken by Contractor in the performance of this Agreement. Said policy or policies shall be issued by an insurer admitted or authorized to do business in the State of California and rated in A.M. Best's Insurance Guide with a rating of A:VII or better.

b. Automobile Liability. Contractor shall at all times during the term of this Agreement obtain, maintain, and keep in full force and effect, a policy or policies of Automobile Liability Insurance, with minimum of one million dollars ($1,000,000) per claim and occurrence and two million dollars ($2,000,000) in the aggregate for bodily injuries or death of one person and five hundred thousand dollars ($500,000) for property damage arising from one incident. . Said policy or policies shall be issued by an insurer admitted or authorized to do business in the State of California and rated in A.M. Best's Insurance Guide with a rating of A:VII or better

c. Workers' Compensation. Contractor agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law. Contractor shall require any subcontractor similarly to provide such compensation insurance for their respective employees.

d. Notice of Cancellation. All insurance policies shall provide that the insurance coverage shall not be cancelled or modified by the insurance carrier without thirty (30) days prior written notice to City, or ten (10) days notice if cancellation is due to nonpayment of premium. Additionally, Contractor shall provide immediate notice to the City if it receives a cancellation or policy revision notice from the insurer. Contractor agrees that it will not cancel or reduce any required insurance coverage. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

e. Entire Policy and Certificate of Insurance. At all times during the term of this Agreement, Contractor shall maintain on file with the City Clerk both a copy of the entire policy and a certificate of insurance showing that the aforesaid policies are in effect in the required amounts. The commercial general liability policy and auto insurance policy shall contain endorsements naming the City, its officers, agents and employees as additional insureds.

f. Primary Coverage. The insurance provided by Contractor shall be primary to any coverage available to City. The insurance policies (other than workers compensation) shall include provisions for waiver of subrogation.

14. City Business License. Contractor must obtain a City Business License before commencing any work under this Agreement.

15. Licenses, Consents and Approvals. Contractor warrants and represents that it has secured all necessary licenses, consents and approvals to use, replace or maintain any product or component as to which any property right or intellectual property right exists, including computer software, and that the City has full legal title to the use and ownership of the grinder pumps, including all parts therein. Contractor shall defend, indemnify and hold the City and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim or liability in any way related to a claim that City's use or ownership of the grinder pumps or utilization of the Contractor to maintain or replace the grinder pumps is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting property rights, intellectual property rights and/or interests in products or

inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services under this Agreement. In the event the ownership or use of the grinder pumps, including any part therein, is enjoined or otherwise hindered for any of these reasons, Contractor, at its expense, shall secure for City the right to continue using and owning the grinder pumps, including all parts therein, by suspension of any injunction or by procuring a license or licenses for City. In the event that utilization of the Contractor to maintain or replace the grinder pumps is held to constitute an infringement and the use of any of the same or this Agreement is enjoined, Contractor, at its expense, shall obtain the necessary licenses, consents or approvals to maintain the grinder pumps, and all parts therein. Failure to remedy any such situation immediately shall constitute a material breach of this Agreement. This covenant shall survive the termination of this Agreement.

16. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance; Additional Insured Endorsement (Comprehensive General Liability); Additional Insured Endorsement (Automobile Liability); and Additional Insured Endorsement (Excess Liability).

17. Independent Contractor. Contractor is and shall at all times remain, as to the City, a wholly independent contractor. Neither the City nor any of its agents shall have control over the conduct of Contractor or any of the Contractor's employees, except as herein set forth, and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to the City in such a manner and to such persons, firms, or corporations at the Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees. Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor to comply with applicable workers' compensation laws. The City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to the City from Contractor as a result of its failure to promptly pay to the City any reimbursement or indemnification arising under this Section.

18. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. The document titled Terms for Compliance with California's Labor Law Requirements is attached hereto as Attachment "B" and incorporated herein by this reference.

19. Nondiscriminatory Employment. Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, sex, sexual orientation, age or condition of disability. Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

20. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement.

21. Payment Bond. Before July 1st of each year within the term of this Agreement as listed in Section 3, Contractor shall obtain and submit a signed and notarized copy to the City of a payment bond in an amount that is not less than thirty thousand dollars ($30,000), and nothing in this Agreement shall be read to excuse this requirement. The required form entitled Payment Bond (Labor and Materials) is attached hereto and incorporated herein by this reference.

22. Contractor's Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

23. Representation. The City's representative shall be the Director of Public Works or his or her designee, and Contractor shall notify City of Contractor's designated representative. These individuals shall be the primary contact persons for the parties regarding performance of this Agreement.

24. Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required to perform Contractor's services under this Agreement. Contractor shall make reasonable efforts to maintain the continuity of Contractor's staff who are assigned to perform the services hereunder and shall obtain the approval of the Director of Public Works of all proposed staff members who will perform such services. Contractor may associate with or employ associates or subcontractors in the performance of its services under this Agreement, but at all times shall Contractor be responsible for its associates and subcontractors' services.

25. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement, which is or may likely make Contractor "financially interested," as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

26. Non-Assignability; Subcontracting. Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without the City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

27. Applicable Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's

choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

28. Attorneys' Fees. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

29. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

30. Authority. Each of the persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

31. Entire Agreement. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.

33. Non-waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the City of any payment to Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

34. Notice. Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's or City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To CITY:

Michael Throne, Director of Public Works
City of Rancho Palos Verdes
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275

To CONTRACTOR:
Mr. Wen Wang
Multi W Systems, Inc.
2615 Strozier Ave.
El Monte, CA 91733

35. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

36. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

CITY OF RANCHO PALOS VERDES

By: _____
Mayor

ATTEST

By: Carla Morreale
City Clerk

Dated: 4/7/2015

APPROVED AS TO FORM

By: _____
City Attorney

MULTI W SYSTEMS, INC.
("CONTRACTOR")

By: _____

Printed Name: WEN WANG

Title: PRESIDENT.

By: _____

Printed Name: _____

Title: _____

To CONTRACTOR:
Mr. Wen Wang
Multi W Systems, Inc.
2615 Strozier Ave.
El Monte, CA 91733

35. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

36. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

CITY OF RANCHO PALOS VERDES

By: _____
Mayor

ATTEST

By: Carla Morreale
City Clerk

Dated: 1/7/2015

APPROVED AS TO FORM

By: _____
City Attorney

MULTI W SYSTEMS, INC.
("CONTRACTOR")

By: _____

Printed Name: WEN WANG

Title: PRESIDENT

By: _____

Printed Name: WILLIAM WANG

Title: VICE PRESIDENT

Attachment “A”:

Contractor’s Schedule of Hourly Rates

Date: 8-25-2014

This is Multi W Systems' Schedule of hourly rates for City of Rancho Palos Verdes

A. field labor

business hour per person	off business hour per person
$85.00	$125.00

B. Shop labor

business hour per person	off business hour per person
$55.00	$80.00

Please note:

1. Business hour: Monday thru Friday 8:00 AM - 5:00 PM
2. Off business hour: Saturday, Sunday and Holidays
   Anytime between 5:00 Pm and 8:00 Am
3. vacuum truck service not included and is additional cost.
4. 2 hours travelling time will be added to each service trip
5. Repair material are not included and will be added

Attachment "B":
Terms for Compliance with California's Labor Law Requirements

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Terms for Compliance with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this document.

3. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

4. Contractor shall post job site notices, as prescribed by regulation.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar

week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

CITY OF RANCHO PALOS VERDES
MAINTENANCE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered this 16th day of September, 2014, by and between the CITY OF RANCHO PALOS VERDES, a California municipal corporation ("City") and ALL AREA SERVICES, INC. ("Contractor").

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Scope of Services. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as the Abalone Cove Sewer System Maintenance Services ("Project"), including providing replacement pumps, as described in this Agreement. Upon written notification of mechanical malfunctions from the City, Contractor shall dispatch workers to perform with due diligence the services requested by the City.

2. Extra Work. Extra work, when ordered in writing by the Director of Public Works and accepted by the Contractor, shall be paid for under written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between the Contractor and the Director of Public Works. All extra work shall be adjusted daily upon report sheet furnished by the Contractor, prepared by the Director of Public Works, and signed by both parties, and said daily report shall be considered thereafter the true records of extra work done.

3. Term. This Agreement shall commence on September 17, 2014, and shall terminate on June 30, 2018, unless sooner terminated pursuant to Section 11 of this Agreement.

4. Time. Time is of the essence in this Agreement.

5. Force Majeure. Neither the City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of the public enemy, acts of the Government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

6. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of thirty thousand dollars ($30,000) per fiscal year, in accordance with the prices as submitted in Contractor's Rate Sheet, attached hereto as Attachment "A" and incorporated herein by this reference, which in any case shall meet or exceed prevailing wage rates. The rates in Attachment "A" shall be in effect through the end of the Agreement. In the event of any conflict between the terms of this Agreement and incorporated documents, the terms of this Agreement shall control.

7. Payments. Contractor shall submit monthly invoices for the percentage of work completed in the previous month. City agrees to authorize payment for all undisputed invoice amounts within thirty (30) days of receipt of each invoice. City agrees to use its best efforts to notify Contractor of any disputed invoice amounts or claimed completion percentages

within ten (10) days of the receipt of each invoice. However, City's failure to timely notify Contractor of a disputed amount or claimed completion percentage shall not be deemed a waiver of City's right to challenge such amount or percentage. Additionally, in the event City fails to pay any undisputed amounts due Contractor within forty-five (45) days after invoices are received by City, then City agrees that Contractor shall have the right to consider said default a total breach of this Agreement and be terminated by Contractor without liability to Contractor upon ten (10) working days advance written notice.

8. Taxes. Contractor shall calculate payment for all sales, unemployment, old age pension and other taxes imposed by local, State of California and federal law. These payments are included in the total amounts in Attachment "A."

9. Audit. The City or its representative shall have the option of inspecting, auditing, or inspecting and auditing all records and other written materials used by Contractor in preparing its billings to the City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by the City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Agreement.

10. Unresolved Disputes. In the event of any dispute or controversy with the City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. Rancho Palos Verdes Municipal Code chapter 3.24 ("Claims Against the City") shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

11. Termination. The City may terminate this Agreement at any time with or without cause without penalty upon thirty (30) days' written notice. In the event of termination without fault or failure to perform of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, as determined by the Director of Public Works, and such payment shall be in full satisfaction of all services rendered hereunder; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would have been paid to Contractor for the full performance of the services described in this Agreement.

12. Indemnity.

    a. Contractor's Duty. To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold free and harmless the City, its elected officials, officers, employees, volunteers, agents, successors, assigns, and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of or incident to any act, failure to act, error or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, material suppliers, or their officers, agents, servants or employees, arising out of the Agreement, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims").

Further, Contractor shall appoint competent defense counsel approved by the City Attorney at Contractor's own cost, expense and risk, to defend any and all such Claims that may be brought or instituted against Indemnitees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable.

b. Civil Code Exception. Nothing in the paragraph above this one shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Agreement is subject to Civil Code Section 2782(b).

c. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

d. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

e. Survival. The provisions of this Section 12 shall survive the termination of this Agreement and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against a Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

13. Insurance.

a. General Liability. Contractor shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Commercial General Liability Insurance, with minimum limits of one million dollars ($1,000,000) for each occurrence and one million dollars ($1,000,000) general aggregate for bodily injury, death, loss or property damage for products or completed operations and any and all other activities undertaken by Contractor in the performance of this Agreement. Said policy or policies shall be issued by an insurer admitted or authorized to do business in the State of California and rated in A.M. Best's Insurance Guide with a rating of A:VII or better.

b. Automobile Liability. Contractor shall at all times during the term of this Agreement obtain, maintain, and keep in full force and effect, a policy or policies of Automobile Liability Insurance, with minimum of one million dollars ($1,000,000) per claim and occurrence and two million dollars ($2,000,000) in the aggregate for bodily injuries or death of one person and five hundred thousand dollars ($500,000) for property damage arising from one incident. . Said policy or policies shall be issued by an insurer admitted or authorized to do business in the State of California and rated in A.M. Best's Insurance Guide with a rating of A:VII or better

c. Workers' Compensation. Contractor agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law. Contractor shall require any subcontractor similarly to provide such compensation insurance for their respective employees.

d. Notice of Cancellation. All insurance policies shall provide that the insurance coverage shall not be cancelled or modified by the insurance carrier without thirty (30) days prior written notice to City, or ten (10) days notice if cancellation is due to nonpayment of premium. Additionally, Contractor shall provide immediate notice to the City if it receives a cancellation or policy revision notice from the insurer. Contractor agrees that it will not cancel or reduce any required insurance coverage. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

e. Entire Policy and Certificate of Insurance. At all times during the term of this Agreement, Contractor shall maintain on file with the City Clerk both a copy of the entire policy and a certificate of insurance showing that the aforesaid policies are in effect in the required amounts. The commercial general liability policy and auto insurance policy shall contain endorsements naming the City, its officers, agents and employees as additional insureds.

f. Primary Coverage. The insurance provided by Contractor shall be primary to any coverage available to City. The insurance policies (other than workers compensation) shall include provisions for waiver of subrogation.

14. City Business License. Contractor must obtain a City Business License before commencing any work under this Agreement.

15. Licenses, Consents and Approvals. Contractor warrants and represents that it has secured all necessary licenses, consents and approvals to use, replace or maintain any product or component as to which any property right or intellectual property right exists, including computer software, and that the City has full legal title to the use and ownership of the grinder pumps, including all parts therein. Contractor shall defend, indemnify and hold the City and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim or liability in any way related to a claim that City's use or ownership of the grinder pumps or utilization of the Contractor to maintain or replace the grinder pumps is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting property rights, intellectual property rights and/or interests in products or

inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services under this Agreement. In the event the ownership or use of the grinder pumps, including any part therein, is enjoined or otherwise hindered for any of these reasons, Contractor, at its expense, shall secure for City the right to continue using and owning the grinder pumps, including all parts therein, by suspension of any injunction or by procuring a license or licenses for City. In the event that utilization of the Contractor to maintain or replace the grinder pumps is held to constitute an infringement and the use of any of the same or this Agreement is enjoined, Contractor, at its expense, shall obtain the necessary licenses, consents or approvals to maintain the grinder pumps, and all parts therein. Failure to remedy any such situation immediately shall constitute a material breach of this Agreement. This covenant shall survive the termination of this Agreement.

16. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance; Additional Insured Endorsement (Comprehensive General Liability); Additional Insured Endorsement (Automobile Liability); and Additional Insured Endorsement (Excess Liability).

17. Independent Contractor. Contractor is and shall at all times remain, as to the City, a wholly independent contractor. Neither the City nor any of its agents shall have control over the conduct of Contractor or any of the Contractor's employees, except as herein set forth, and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to the City in such a manner and to such persons, firms, or corporations at the Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees. Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor to comply with applicable workers' compensation laws. The City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to the City from Contractor as a result of its failure to promptly pay to the City any reimbursement or indemnification arising under this Section.

18. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. The document titled Terms for Compliance with California's Labor Law Requirements is attached hereto as Attachment "B" and incorporated herein by this reference.

19. Nondiscriminatory Employment. Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, sex, sexual orientation, age or condition of disability. Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

20. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement.

21. Payment Bond. Before July 1st of each year within the term of this Agreement as listed in Section 3, Contractor shall obtain and submit a signed and notarized copy to the City of a payment bond in an amount that is not less than thirty thousand dollars ($30,000), and nothing in this Agreement shall be read to excuse this requirement. The required form entitled Payment Bond (Labor and Materials) is attached hereto and incorporated herein by this reference.

22. Contractor's Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

23. Representation. The City's representative shall be the Director of Public Works or his or her designee, and Contractor shall notify City of Contractor's designated representative. These individuals shall be the primary contact persons for the parties regarding performance of this Agreement.

24. Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required to perform Contractor's services under this Agreement. Contractor shall make reasonable efforts to maintain the continuity of Contractor's staff who are assigned to perform the services hereunder and shall obtain the approval of the Director of Public Works of all proposed staff members who will perform such services. Contractor may associate with or employ associates or subcontractors in the performance of its services under this Agreement, but at all times shall Contractor be responsible for its associates and subcontractors' services.

25. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement, which is or may likely make Contractor "financially interested," as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

26. Non-Assignability; Subcontracting. Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without the City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

27. Applicable Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's

choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

28. Attorneys' Fees. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

29. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

30. Authority. Each of the persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

31. Entire Agreement. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.

33. Non-waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the City of any payment to Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

34. Notice. Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's or City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To CITY:

Michael Throne, Director of Public Works
City of Rancho Palos Verdes
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275

To CONTRACTOR:
Mr. Carlos Vazquez
All Area Services, Inc.
5742 Venice Blvd.
Los Angeles, CA 90019

35. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

36. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

CITY OF RANCHO PALOS VERDES

By: _____
Mayor

ATTEST

By: Carla Morreale 2/4/15
City Clerk

APPROVED AS TO FORM

By: _____
City Attorney

Dated: 1/9/15

ALL AREA SERVICES, INC.
("CONTRACTOR")

By: Carlos Vazquez

Printed Name: CARLOS VAZQUEZ

Title: PROJECT MANAGER

By: _____

Printed Name: James Kuonsthe

Title: Journeyman Plumber

Attachment "A":

Contractor's Rate Sheet

ALL AREA SERVICES, INC.

SDVOSB

5742 VENICE BOULEVARD
LOS ANGELES, CALIFORNIA 90019-5015
P:(888) 939-9990 F:(323) 939-9262

Plumbing Service & Repair • Commercial • Residential • Tenant Improvement • Pump Service • Backflow • 24 Hr Emergency Service

ATTACHMENT "A"

1. **Service Rates Per Hour**

	Straight Time	Overtime	Double Time
Journeyman	$112.00	$168.00	$224.00
Apprentice	$92.00	$138.00	$184.00
General Foreman	$134.00	$201.00	$268.00
Project Manager	$154.00	$231.00	$308.00
Foreman	$120.00	$180.00	$240.00

1A. Fuel Surcharge--$15.00(Per Day on Job Site)

1B. Travel time is charged portal to portal based on our hourly labor rate.

2. **Hydro Jetting- additional charges separate from labor charge**
   A. 3" and Larger Lines- (Trailer Jetter)
      Minimum 2.0 Hours @ $488.00 OT @ $632.00
      Additional 1.0 Hours @ $122.00 OT @ $183.00

   B. 2" and smaller Lines- (Small Electric Jetter)
      Minimum 2.0 Hours @ $244.00 OT @ $366.00
      Additional 1.0 Hours @ $92.00 OT @ $138.00

3. **Camera Survey/Location- additional charges separate from labor charge**
   Minimum 2.0 hours @ $244.00 OT @ $366.00
   Additional 1.0 hours @ $122.00 OT @ $183.00

4. **Tools- Per day charge**

Auger	Minimum Equipment Charge $7.50
Sink Machine	Minimum Equipment Charge $19.00
Sewer Machine	Minimum Equipment Charge $42.00
Large Tool	Minimum Equipment Charge $42.00

5. **Backflow Testing, Certification**
   1 test for certification-$92.00
   More than 1 at job site will be $92.00 for the 1st test and $56.00 for each additional test.
   Proposals for repair/replacement of devices that failed will be provided.
   Travel time will be charged if out of WLA, Downtown area.

6. **Rental Equipment**
   When rental equipment is provided by Seller, rental equipment shall be invoiced at Seller's cost, plus 20% rental handling charge.

Attachment "B":
Terms for Compliance with California's Labor Law Requirements

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Terms for Compliance with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this document.

3. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

4. Contractor shall post job site notices, as prescribed by regulation.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar

week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1/2 times the basic rate of pay.

9. Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.