

CITY OF HAWTHORNE
AGREEMENT FOR SERVICES

THIS AGREEMENT is made and effective as of February __, 2024 between the City of Hawthorne, a municipal corporation ("City"), MC Electrical Inc. ("Service Provider"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on February __, 2024, and should continue on an as needed basis at the City's sole discretion.

2. SERVICES

The Service Provider shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full as part of its services. The Service Provider may be asked to provide additional services if necessary during the term of this Agreement.

3. PERFORMANCE

The Service Provider shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. The Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of the Service Provider hereunder in meeting its obligations under this Agreement.

4. PAYMENT

(a) The City agrees to pay the Service Provider in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on services indicated in Exhibit A of this Agreement unless additional payment is approved as provided in this Agreement.

(b) The Service Provider shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Director of Public Works/City Engineer. The Service Provider shall be compensated for any additional services in the amounts and in the manner as agreed to by the Director of Public Works/City Engineer and at the time the

City's written authorization is given to the Service Provider for the performance of said services.

(c) The Service Provider will submit invoices for actual services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Service Provider's fees it shall give written notice to the Service Provider within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Service Provider at least ten (10) days prior written notice. Upon receipt of said notice, the Service Provider shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to the Service Provider the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Service Provider will submit an invoice to the City.

6. DEFAULT OF SERVICE PROVIDER

(a) The Service Provider's failure to comply with the provisions of this Agreement shall constitute a default. In the event that the Service Provider is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating the Service Provider for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Service Provider. If such failure by the Service Provider to make progress in the performance of work hereunder arises out of causes beyond the Service Provider's control, and without fault or negligence of the Service Provider, it shall not be considered a default.

(b) If the Director of Public Works/City Engineer or his delegate determines that the Service Provider is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Service Provider a written notice of the default. The Service Provider shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Service Provider fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. OWNERSHIP OF DOCUMENTS

(a) The Service Provider shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the City that relate to the performance of services under this Agreement. The Service Provider shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. The Service Provider shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Service Provider.

8. INDEMNIFICATION

When the law establishes a professional standard of care for Service Provider Services, to the fullest extent permitted by law, The Service Provider shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of the Service Provider, its officers, agents, employees or sub service provider (or any entity or individual that Service Provider shall bear the legal liability thereof) in the performance of professional services under this Agreement.

9. INSURANCE

A) The Service Provider shall maintain in-force: Professional Liability Insurance. The Service Provider shall maintain in-force; Professional Liability Insurance (and/or Errors & Omissions Insurance) with minimum limits of liability of \$1,000,000 combined single limit coverage against an injury, death, loss or damages because of wrongful or negligent acts or omissions by the named insured.

- B) The Service Provider shall maintain in-force Workers' Compensation and Employer's Liability Insurance as required by the California Labor Code. Evidence of coverage shall take the form of a Certificate of Insurance or a California Certificate to Self-Insure. Acceptable minimum limits for this coverage are: Workers' Compensation; Statutory in California; Employer's Liability: \$1,000,000.
- C) Certificates of Insurance. The Service Provider shall furnish to Customer evidence of any insurance required by this Agreement. A Certificate of Insurance from an insurer admitted to do business in the State of California will be provided, indicating that the respective policy(s) meets the following requirements: (1) The City, its officers, and employees shall be named as additional insured on the General Liability Insurance; (2) Insurance shall not be canceled or terminated without 30 days written notice; (3) General Liability shall be primary and any insurance held by City for its own protection shall be excess and shall be effective only upon exhaustion of the Service Provider's insurance; (4) Insurance shall be maintained for the duration of the Agreement, including any period extended beyond the expiration date of this Agreement required to complete performance as stipulated in this Agreement and all amendments thereto.

10. INDEPENDENT SERVICE PROVIDER

(a) The Service Provider is and shall at all times remain as to the City a wholly independent Service Provider. The personnel performing the services under this Agreement on behalf of the Service Provider shall at all times be under the Service Provider's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of the Service Provider or any of Service Provider's officers, employees, or agents, except as set forth in this Agreement. The Service Provider shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. The City Provider shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to the Service Provider in connection with the performance of this Agreement. Except for the fees paid to the Service Provider as provided in the Agreement, City shall not pay salaries, wages, or other compensation to the Service Provider for performing services hereunder for City. City shall not be liable for compensation or indemnification to the Service Provider for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES

The Service Provider shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Service Provider shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Service Provider to comply with this Section.

12. UNDUE INFLUENCE

The Service Provider declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Hawthorne in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Hawthorne will receive compensation, directly or indirectly, from the Service Provider, or from any officer, employee or agent of the Service Provider, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by the Service Provider in performance of this Agreement shall be considered confidential and shall not be released by the Service Provider without City's prior written authorization. The Service Provider, its officers, employees, agents, or sub service providers, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the

City. Response to a subpoena or court order shall not be considered "voluntary" provided the Service Provider gives City notice of such court order or subpoena. (b) The Service Provider shall promptly notify City should Service Provider, its officers, employees, agents, or sub service providers be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent the Service Provider and/or be present at any deposition, hearing, or similar proceeding. The Service Provider agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by the Service Provider. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. ASSIGNMENT

The Service Provider shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City because of the personal nature of the services to be rendered pursuant to this Agreement.

16. LICENSES

At all times during the term of this Agreement, the Service Provider shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. GOVERNING LAW

The City and Service Provider understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Hawthorne.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of the Service Provider warrants and represents that he/she has the authority to execute this Agreement on behalf of the Service Provider and has the authority to bind the Service Provider to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF HAWTHORNE:

Service Provider:

VONTRAY NORRIS

City Manager
City of Hawthorne

By: _____

Title:

APPROVED AS TO FORM:

ATTEST:

ROBERT KIM

City Attorney
City of Hawthorne

DAYNA S. WILLIAMS-HUNTER

City Clerk
City of Hawthorne

EXHIBIT A

Proposal



Power Upgrade to 225 amps
Date: 02/18/2023

Presented To

Eric Mendoza
12501 Hawthorne Boulevard
Hawthorne CA 90250

Presented By

Mario Ibarra

Since 2013, MC Electrical INC. has been working with clients throughout California helping them meet their construction goals. We are confident that we can meet the needs of your project and stay on schedule and on budget.

- We are timely and efficient. Never will we leave you in the dark about the work being done.
- We are honest and dependable. Your property will be treated with care and respect throughout the project.
- We are experienced and knowledgeable. Our team knows how to get the job done right the first time.

We look forward to working with you throughout this project and seeing the plans become a reality.

Sincerely,

Your Team at MCE



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Title: Power Upgrade to 225 amps

CUSTOMER

Hawthorne P.D
Eric Mendoza
12501 Hawthorne Boulevard
Hawthorne, CA 90250

SERVICE ADDRESS

12501 Hawthorne Boulevard
Hawthorne, CA 90250

SUMMARY

MC Electrical Inc. will provide services to build out for new panel (225 amp) in the network room with future projects in consideration.

Project Schedule: Based on the assumptions made with the information at hand, the estimated timeline for this project will be between March 1, 2023 and March 30, 2023. The projected crew size will range from 2-4 tech(s). These techs will work eight-hour shift(s) between 5:00 am and 6:00 pm M-F to complete a 40 hour work week, per tech.

Nema 1 24x24x8

Flat, removable covers with unique keyhole slots fastened with plated steel screws
Provision for grounding

3/8 in. Square Strut Washer

The 3/8 in. Electro-Galvanized Square Washer is designed to connect metal framing channel. It is made with 12-Gauge metal for strength and is electro-galvanized for added durability. This washer works with 3/8 in. bolts.

Used to connect metal framing channel

12-Gauge metal construction

Works with 3/8 in. bolts

Electro-galvanized finish for durability

3/8" Threaded Electrical Support Rod

The Superstrut 3/8 in. Galvanized Threaded Electrical Support Rod is used to suspend metal framing channel from ceilings. The construction of this support rod holds up to 1,900 lbs. This rod is 16-Gauge and 10 ft. L. The standard Gold Galvanized finish is made up of a multi-step electro galvanizing and zinc dichromate process. The trivalent Chromium finish is applied over the zinc, producing a chemically bonded non-porous barrier for protection from moisture and air.

Use to suspend super strut metal framing channel from ceilings

1,900 lbs. load capacity

16-Gauge

10 ft. L

10 ft. L x 3/8 in. Dia



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2" Entrance Cap Topaz

736 2 Svc Entrance Cap Topaz

2" EMT Strut Strap

The 2 in. Conduit Clamp attaches to an electrical pipe for ceiling suspension installations. This clamp features a zinc-plated steel construction. It is compatible with 12-Gauge or 14-Gauge metal framing.

Clamps a 2 in. conduit for ceiling suspension

Zinc-plated steel construction

Compatible with 12-Gauge or 14-Gauge metal framing channel

OSHA compliant

2" EMT Conduit

2 in. x 10 ft. Electric Metallic Tube Conduit offers protection from magnetic fields, impact damage and crushing when pulling electrical cable.

This steel conduit resists flattening, kinking and splitting and is coated with zinc for corrosion and abrasion resistance. Allied conduit has an E-Z pull interior coating provides a smooth surface for faster wire pulling.

Protects insulated electrical conductors and cables from magnetic fields, impact damage and crushing

E-Z pull interior coating provides a smooth surface for faster wire pulling

Excellent mechanical protection for conductors

Ductility for faster and easier bending

High grade mild strip steel for durability and longer life

Listed to underwriter's laboratories safety standard UL 797

Manufactured in accordance with ANSI C80.3

2" Interchangeable Hub Murray

RX200 2 Interchangeable Hub Murray

2" Electrical Metallic Tube (EMT) Rain Tight Connectors

Wherever water resistance is necessary, use the 2 in. Rain Tight EMT Connectors . They secure EMT to a steel outlet box, load center or other metal enclosure. The WET LOC mark reveals its status at a glance for inspection.

Connects EMT conduit to a steel outlet box, load center or other metal enclosure in a wet location

Zinc-plated steel resists corrosion

UL and CSA safety listings

For use outdoors

Marked "WET LOC" to help inspectors to determine that installation meets code

Cores

Coring

Rentals

Rentals

250 MCM Wire Size, 1 Conductors, Black

Thermoplastic high-heat-resistant nylon (THHN) building wire is a coated wire typically run through conduit or cable trays. This general purpose wire is used to supply an electrical current in a range of indoor wiring projects, including control circuits and appliances. It has a durable nylon jacket that resists abrasion, protects against shock, and shields the thermoplastic insulation and metal conductor from damage.

250 MCM Wire Size, 1 Conductors, RED

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Thermoplastic high-heat-resistant nylon (THHN) building wire is a coated wire typically run through conduit or cable trays. This general purpose wire is used to supply an electrical current in a range of indoor wiring projects, including control circuits and appliances. It has a durable nylon jacket that resists abrasion, protects against shock, and shields the thermoplastic insulation and metal conductor from damage.

Wire: 250 MCM Wire Size, 1 Conductors, Blue

Thermoplastic high-heat-resistant nylon (THHN) building wire is a coated wire typically run through conduit or cable trays. This general purpose wire is used to supply an electrical current in a range of indoor wiring projects, including control circuits and appliances. It has a durable nylon jacket that resists abrasion, protects against shock, and shields the thermoplastic insulation and metal conductor from damage.

Wire: 250 MCM Wire Size, 1 Conductors, White

Thermoplastic high-heat-resistant nylon (THHN) building wire is a coated wire typically run through conduit or cable trays. This general purpose wire is used to supply an electrical current in a range of indoor wiring projects, including control circuits and appliances. It has a durable nylon jacket that resists abrasion, protects against shock, and shields the thermoplastic insulation and metal conductor from damage.

2" (EMT) Set-Screw Connector

Choose 2 in. EMT Set-Screw Connector to fix EMT to steel outlet boxes, load centers or other metal enclosures. These galvanized connectors are for installation indoors or in concrete-tight settings. The connectors meet UL and CSA requirements.

Main Breaker For ups

#2 AWG 19-Strand (green)

#2 AWG stranded insulated ground wire, green jacket, sold per ft

2" EMT 90

The corrosion-resistant 2 in. EMT 90 degree Elbow changes conduit direction and allows for easy wire pulling thanks to its large radius. For indoor use only. It is corrosion resistant.

Enables a 90 degree change of direction in a run of EMT conduit

Corrosion-resistant galvanized steel

UL and CSA listings

Large radius allows for easy wire pulling

Strut Channel in Silver Galvanized

The 1-5/8 in. x 10 ft. Metal Framing Channel can be used for framing and mounting and for constructing load centers and vertical pipe supports. With a silver-galvanized finish and a half-slot construction, the channel can also be used to create a trapeze for conduit and mechanical piping and to support duct and cable trays. The 12-Gauge material can be cut to accommodate whatever size is needed to complete the job.

Use to hang conduit and other supports from ceilings

12-Gauge metal construction with half-slot holes

Channel is 10 ft. in L and measures 1-5/8 in. x 1-5/8 in.

Resistant to abrasion and rusting

Clean finish has a paintable surface

Note: product may vary by store

2" EMT Set-Screw Coupling

225 Amp 42-Space 64-Circuit Main Breaker Plug-On Neutral Load Center Indoor with Copper Bus (3 phase)



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3-Phase 225 Amp Main Breaker 42-Space 42-Circuit Convertible Indoor Load Center is UL listed for residential, commercial and industrial power distribution. This load center is built with a shielded, copper bus bar that is plated for reliability. QO load centers are tested and listed only for QO circuit breakers. QO load centers are the World's Finest designed with industry leading features for flexible application. QO load centers include features engineered for fast installation and wire savings.

2" EMT LB

Allows access to the interior of a conduit system for inspection, pulling and maintenance

Square D QO 20 Amp Single-pole

The Square D by Schneider Electric QO 20 Amp One-Pole Bolt-On Circuit Breaker is intended for overload and short-circuit protection of your electrical system. The ANSI-certified and UL-listed unit is rated for 120/240 VAC, 10,000 AIR and bolt-on installation. All QO circuit breakers are equipped with the exclusive Visi-Trip indicator. When a QO Visi-Trip circuit breaker trips, the handle snaps to a midpoint position between "OFF" and "ON" and a highly visible, red indicator easily identifies the tripped breaker. This enables you to easily distinguish which breaker has tripped in a load center that may contain up to 42 different circuit breakers. QO circuit breakers have features no other manufacturer can offer. They come in many different sizes and can meet the needs of virtually every function in your home or business. These types of quality, industry exclusive products keep the Square D brand ahead of the competition and are builders' and electrical contractors' first choice in electrical protection.

Miscellaneous

Miscellaneous

Layout

Pathway survey and Design

project Management for conduit run

Project Management

Labor for conduit run

Labor

Subtotal: \$89,077.29

Subtotal	\$89,077.29
Tax: Main Electric supply Tax Downey (10%)	\$3,531.68
Total	\$92,608.97



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INCLUSIONS

MC Electrical Inc. will be building out the infrastructure for the network system. We will keep in mind future projects on the installation of conduits.

EXCLUSIONS

NOTES AND EXCLUSIONS

The following activities are not included unless specifically listed in the above detailed Scope of Work; and if required, additional charges may apply:

- Installation of cable tray.
- All vertical conduit sleeves between floors and entrance into the MPOE, MDF and IDF's to be provided by the electrical contractor
- All work is scheduled for regular business hours unless otherwise noted.
- Costs associated with parking Technicians must have free and clear access to all areas being cabled.
- Coring and drilling of walls, floors, or headers Improvement to building grounding system
- Underground trenching or boring
- Concrete/asphalt cutting or patching
- Architecture or Engineer design or Consulting fees
- Engineered stamped drawings
- Cutting, patching, painting Modifications to correct existing code/building violations or upgrade of systems to comply with State or City codes expressly excluded.
- All electrical is provided MC Electrical INC.
- Any changes to the scope of work must be submitted in writing prior to the work being performed.



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This proposal does not include labor to move furniture, PC or other end user equipment that will preclude IES from performing their duties.

SCOPE OF WORK

- Conduit survey walk
- Installation of 2" conduit for feeders
- Installation of nema 1 junction boxes
- Installation of a new 225 amp panel



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TERMS & CONDITIONS

General Terms and Conditions

The following terms and conditions may be super ceded if a current MSA (master service agreement) is in place:

A current MSA (Master Service Agreement) may supersede the below terms

TERMS OF PAYMENT: The customer agrees to pay MC Electrical INC. (Contractor) the total purchase price, plus applicable sales tax, listed for the material and labor used as outlined in this Purchase Agreement. Material balance will be due upon customer acceptance. Contractor will provide labor progress invoices for work performed in association with this Purchase Agreement. All invoices are due no later than 30 days from receipt. If customer elects to finance the services and equipment on this Purchase Agreement through a Contractor third party authorized leasing source, an initial deposit of 50% is required at signing of this Purchase Agreement. The Contractor Finance department must give approval for special arrangements or terms other than stated herein.

LATE CHARGES ON PAST DUE ACCOUNTS: Customer agrees to pay Contractor 1.5% interest per month (an annual rate of 18%) on any unpaid balance after the due date.

EXPEDITE CHARGE: To avoid an expedite charge, Contractor must receive a signed Purchase Agreement and purchase order (if customers purchasing policy requires that a purchase order be issued) five (5) business days prior to the work commencing. Any special rush requests, if not included in this Purchase Agreement will be invoiced separately at a rate not to exceed 10% of this Purchase Agreements total selling price.

TIMELINE: Customer recognizes that if the project is delayed or accelerated due to reasons beyond the reasonable control of Contractor or its employees, that Contractor may incur additional expenses. Such expenses may include, but are not limited to, employee wages, materials, mileage, design and re-engineering fees and lodging. Customer agrees to reimburse Contractor for these additional expenses at a rate equal to Contractor's standard fees.

CHANGE IN SCOPE: Any change to the scope of work, as specified in this Purchase Agreement, which is requested by the customer or its duly authorized representative may only be effected through a written change order. The change order must be signed by an authorized representative of the customer, and an additional purchase order, or an amendment to the original purchase order, issued. All change orders to the original scope of work shall be bound to the Terms and Conditions stated herein. **CANCELLATION:** Customer acknowledges that this is a non-cancelable Purchase Agreement. If customer elects to return any material or equipment delivered as part of this Purchase Agreement it must be un-used and in its original packaging. Customer will be liable for any restocking



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fees incurred by Contractor, at a rate equal to the amount charged to Contractor, on all returned material and equipment. Customer will also be liable for any and all labor hours performed at Contractor's standard hourly rate.

APPROVAL

This Estimate has been accepted on _____ by _____

Signature: _____

EXHIBIT B

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, the Service Provider will maintain insurance in conformance with the requirements set forth below. The Service Provider will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, the Service Provider agrees to amend, supplement or endorse the existing coverage to do so. The Service Provider acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.

The Service Provider shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the equivalent. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability Coverage. The Service Provider shall maintain in-force Professional Liability Insurance (and/or errors & Omissions Insurance) for protection against claims alleging negligent acts, errors or omissions which may arise from the Service Provider’s operations under this Agreement, whether such operations be by the Service Provider or by its employees, or sub service providers. The amount of this insurance shall not be less than one million dollars (\$ 1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.