



**CITY OF PERRIS**  
PUBLIC WORKS DEPARTMENT

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**ATTACHMENT 2:  
ACTIVE BIDDER BID RESULTS REPORT**

Flood Control District: All-Wheel Drive Compact Tractor

Post Date: 06/17/2024 18:00 PDT

Due Date: 07/08/2024 before 13:00 PDT

Estimated Value: N/A

Flood Control District: All-Wheel Drive Compact Tractor

**Estimated Value:** N/A

**Bid Post Date:** 06/17/2024 18:00 PDT

**Department:**

**Bid Due Date:** 07/08/2024 before 13:00 PDT

**Bid Bond:** 0

**Performance Bond:** 0

**Payment Bond:** 0

**License Requirements:**

**Project Information:**

1) Flood Control District: All-Wheel Drive Compact Tractor

Type: PRIMARY

**Location:** 1015 S "G" St  
Perris, CA 92570

**Project Start Date:** 06/17/2024

**Project End Date:** 07/08/2024

**Scope of Services:**

The purpose of this Request for Proposal is to procure a Compact Tractor and additional Add-Ons, in strict accordance with the Specifications and Information For Bidders, Specification No. # FCD 1-2024-25-01. The Public Works Department staff have determined through field demonstration and due diligence that the Ventrac Tractor 4520P and various add-ons as detailed on (Appendix A and Special Provisions Section 2) meet the department's needs while greatly reducing engine failure from operator use on 30-degree slopes by allowing for continuous operation without the need for intermittent returns to level planes every ten (10) minutes. Equivalent or better equipment may be acceptable as substitutions upon review and approval by the City due 5 days prior to bid closing.

**Notes:**

The purpose of this Request for Proposal is to procure a Compact Tractor and additional Add-Ons, in strict accordance with the Specifications and Information For Bidders, Specification No. # FCD 1-2024-25-01. The Public Works Department staff have determined through field demonstration and due diligence that the Ventrac Tractor 4520P and various add-ons as detailed on (Appendix A and Special Provisions Section 2) meet the department's needs while greatly reducing engine failure from operator use on 30-degree slopes by allowing for continuous operation without the need for intermittent returns to level planes every ten (10) minutes. Equivalent or better equipment may be acceptable as substitutions upon review and approval by the City due 5 days prior to bid closing.

Flood Control District: All-Wheel Drive Compact Tractor

Post Date: 06/17/2024 18:00 PDT

Due Date: 07/08/2024 before 13:00 PDT

Estimated Value: N/A

**Registered Bidders / 1 total**

#	Name	Company	Address	City	State	Phone
1	Novotny, Erin	Turf Star Inc	2255 Meyers Avenue	Escondido	CA	7606857559

Flood Control District: All-Wheel Drive Compact Tractor

Post Date: 06/17/2024 18:00 PDT

Due Date: 07/08/2024 before 13:00 PDT

Estimated Value: N/A

**Results / 1 total**

#	Name	Company	Address	Phone	Amount	Submitted	Status
1	Novotny, Erin	Turf Star Inc	2255 Meyers Avenue Escondido, CA 92029	7606857559	\$94,602.18	07/01/2024 17:55:30	Apparent Low Bidder



Flood Control District: All-Wheel Drive Compact Tractor

Post Date: 06/17/2024 18:00 PDT

Due Date: 07/08/2024 before 13:00 PDT

Estimated Value: N/A

**1. Apparent low bidder details for: Novotny, Erin / Turf Star Inc**

**1) Flood Control District: All-Wheel Drive Compact Tractor**

Item	UM	Qty	Unit Pricing	Item Total	
<b>Ventrac Tractor 4520P and Equipment Add-Ons</b>					
1	Model #: 4520P (39.51221) Description: Ventrac Tractor: KN, 4520P Kawasaki FD851D Cal Included Standard: Weight Transfer, SDLA Hand Controls, 4 Rear Weights, Front Fenders, Foot Pegs *Or Approved Equal	LS	1	\$30,620	\$30,620
2	Model #: 70.4160 Description: Accessory- Three Point Hitch Kit, 3 Point hitch 4520 *Or Approved Equal	LS	1	\$2,430	\$2,430
3	Model #: 13.0307 Description: Tube, Spark Arrestor 1.5â *Or Approved Equal	LS	1	\$69.7	\$69.7
4	Model #: 70.4167 Description: SUSPENSION SEAT Kit, Heated Suspension Seat 4520 *Or Approved Equal	LS	1	\$945	\$945
5	Model #: 47.0452 Description: Accessory- ARM REST Kit, Armrest, Lit Suspension Seat 4500/4520 *Or Approved Equal	LS	1	\$180	\$180
6	Model #: 70.4161 Description: Accessory- 12V FRONT Kit, 12V Front 4520/4500 *Or Approved Equal	LS	1	\$385	\$385
7	Model #: 70.4164 Description: Accessory- DUAL FRONT HYD AUX Kit, Dual Front Hyd Aux 4520/4500 *Or Approved Equal	LS	1	\$620	\$620
8	Model #: 70.4067 Description: Accessory- DUAL WHEEL KIT, Duals Field Trax Black *Or Approved Equal	LS	1	\$1,610	\$1,610
9	Model #: 70.4140 Description: Accessory- DIGITAL SLOPE GUAGE Kit, Slope Indicator *Or Approved Equal	LS	1	\$435	\$435
10	Model #: 70.4038 Description: Accessory- HYDRAULIC TOP LINK Kit, Top Link Cylinder *Or Approved Equal	LS	1	\$360	\$360
11	Model #: 39.56114 Description: Accessory- THREE-N-ONE ADAPTER HH, 3PT 3-n-1 Hitch *Or Approved Equal	LS	1	\$530	\$530
12	Model #: 70.4120 Description: Accessory- HORN Kit, Horn 4500/4520 *Or Approved Equal	LS	1	\$150	\$150
13	Model #: 70.4169 Description: Accessory- CANOPY Kit, Canopy *Or Approved Equal	LS	1	\$1,080	\$1,080
14	Model #: 70.4170 Description: Accessory- Kit, Fan for Canopy *Or Approved Equal	LS	1	\$430	\$430
15	Model #: 70.4172 Description: Accessory- Kit, Front Work Light for Canopy *Or Approved Equal	LS	1	\$180	\$180
16	Model #: 70.4171 Description: Accessory- Kit, Strobe Light for Canopy *Or Approved Equal	LS	1	\$490	\$490

Flood Control District: All-Wheel Drive Compact Tractor

Post Date: 06/17/2024 18:00 PDT

Due Date: 07/08/2024 before 13:00 PDT

Estimated Value: N/A

**1. Apparent low bidder details for: Novotny, Erin / Turf Star Inc**

**1) Flood Control District: All-Wheel Drive Compact Tractor**

Item	UM	Qty	Unit Pricing	Item Total
17 Model #: 70.4173 Description: Accessory- WORK LIGHT LED Kit, Work Light LED 4520/4500 *Or Approved Equal	LS	1	\$410	\$410
18 Model #: 70.4163 Description: Accessory- FOOT CONTROL Kit, Foot Control 4520/4500 *Or Approved Equal	LS	1	\$180	\$180
19 Model #: 47.0115 Description: Accessory- ADDITIONAL WEIGHTS, Weight Suitcase - 42 LBS w/ Box *Or Approved Equal	EA	4	\$120	\$480
20 Model #: HQ682 (39.55118) Description: Attachment-MOWERS â TOUGH CUT HQ, HQ682 Mower, Tough Cut *Or Approved Equal	LS	1	\$5,075	\$5,075
21 Model #: 70.8226 Description: Accessory- Kit, Hydraulic Flip Up HQ682 *Or Approved Equal	LS	1	\$550	\$550
22 Model #: KH500 (39.55600) Description: Attachment-VERSA-LOADER KH, KH500 Loader *Or Approved Equal	LS	1	\$8,580	\$8,580
23 Model #: 47.0115 Description: Accessory- ADDITIONAL WEIGHTS, Weight Suitcase â 42 LBS w/ Box *Or Approved Equal	EA	6	\$120	\$720
24 Model #: MA900 (39.55170) Description: Attachment-MOWERS-BOOM MA, MA900 Boom Mower *Or Approved Equal	LS	1	\$18,855	\$18,855
25 Model #: 70.4137 Description: Accessory- MID-WEIGHT BAR KIT, Kit Weight Bar Mid 4500/4520 *Or Approved Equal	LS	1	\$330	\$330
26 Model #: 23.0212 Description: Service Kit- 4 Pos Spool w/ Detent *Or Approved Equal	LS	1	\$77	\$77
27 Model #: 47.0115 Description: Accessory- ADDITIONAL WEIGHTS, Weight Suitcase â 42 LBS w/ Box *Or Approved Equal	EA	6	\$120	\$720
28 Model #: MY722 (39.55149) Description: Attachment-MOWERS-FLAIL MY, MY722 72â Flail Mower â Fast Cut *Or Approved Equal	LS	1	\$8,850	\$8,850
29 Model #: 70.8224 Accessory- Kit Hydraulic Flip Up MW/MY *Or Approved Equal	LS	1	\$600	\$600
30 Taxes and Fees	LS	1	\$6,660.48	\$6,660.48
31 Freight	LS	1	\$2,000	\$2,000
Subtotal				\$94,602.18
<b>Project Total</b>				<b>\$94,602.18</b>

Flood Control District: All-Wheel Drive Compact Tractor

Post Date: 06/17/2024 18:00 PDT

Due Date: 07/08/2024 before 13:00 PDT

Estimated Value: N/A

**File attachment details for: Novotny, Erin / Turf Star Inc**

File name	Description	Type	Size	Notes
2024-07-01 12-25 City of Perris Ventrac Bid	Additional	pdf	13.7 MB	



# **CITY OF PERRIS**

PUBLIC WORKS DEPARTMENT

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## **ATTACHMENT 3: BID FORMS**

## **BID DOCUMENTS CHECKLIST**

Please insure that you have completed the following documents and have submitted originals with your proposal, as only responsive bids will be considered.

- Part I Procedural Documents - Bid pages BF-1 to BF-12
  - Bid pages BF-1 to BF-7
    - Bid Schedule of Values (submitted via Active Bidder and submitted via scanned documents BF-2A to BF-2E)
  - Uploaded Bid Package including Bid Schedule BF-2A to BF-2E
    - Equal Employment Opportunity Certification
    - Non-Collusion Affidavit
    - Debarment and Suspension Certification
    - Non-Lobbying Certification
    - Addenda and Signature Page
  - Listing of Manufacturers page BF-9
  - Anti-Trust Claim page BF-10
  - Contractor's certification concerning worker's compensation insurance page BF-11
  - Certification of non-discrimination page BF-12

**NOTICE INVITING SEALED PROPOSALS (BIDS)**  
**PUBLIC NOTICE**

**SECTION 1 – NOTICE OF BIDS**

The CITY OF PERRIS will receive electronic bid proposals (bids) via the City's Active Bidder website <http://www.cityofperris.org/city-hall/bids.html> at Perris City Hall, 101 North "D" Street, Perris, CA 92570, until 1:00 P.M. (PST) July 8, 2024 for the "FLOOD CONTROL DISTRICT: ALL-WHELL DRIVE COMPACT TRACTOR (SPEC. #FCD 1-2024-25-01)." Bid Closing date and time shall be simultaneous with the Bid Opening. The purpose of this Request for Proposal is to procure a Compact Tractor and additional Add-Ons, in strict accordance with the Specifications and Information For Bidders, Specification No. # FCD 1-2024-25-01. The Public Works Department staff have determined through field demonstration and due diligence that the Ventrac Tractor 4520P and various add-ons as detailed on (Appendix A and Special Provisions Section 2) meet the department's needs while greatly reducing engine failure from operator use on 30-degree slopes by allowing for continuous operation without the need for intermittent returns to level planes every ten (10) minutes. Equivalent or better equipment may be acceptable as substitutions upon review and approval by the City due 5 days prior to bid closing.

Contract Documents and additional information for bidders are available beginning at 4:00PM (PST) June 17, 2024, on the City Of Perris website at <http://www.cityofperris.org/city-hall/bids.html>. Vendors must be registered with ACTIVE BIDDER to bid on this request for proposal.

The Contract Term shall end upon acceptance of delivery, and the successful bidder will have a delivery due date of January 24, 2025 to fully complete all Contract Terms. Award of Contract is expected on July 30, 2024. All Bidders will be required to hold their original bid prices, without change, for a period of forty-five (45) days from the date bids are opened, except to the extent relief is available pursuant to Public Contract Code, Section 5100 et. seq.

A NON-MANATORY PRE-BID MEETING WILL BE SCHEDULED ON JUNE 26, 2024 AT 2:00 PM (PST) to enable prospective bidders to clarify additional details considered pertinent for their evaluation prior to the bid submittal date, and to review City, and State bidding requirements. The meeting will be held at Public Works, 1015 S "G" Street, Perris, CA 92570.

It shall be at the City's sole discretion to determine the lowest and responsible bidder. The City reserves the right to reject any and all bids and waive any formality in the bidding. All vendors will be required to comply with all applicable Equal Opportunity laws and regulations.

The City hereby notifies all bidders that it will affirmatively ensure that, in regard to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Moreover, the City will not discriminate against any person or firm interested in providing goods or services to the City on the basis of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, age, veterans' status, ancestry or other protected class.

**MINIMUM AND PREVAILING WAGES:** Notice is hereby given that the Contractor must comply with the State's latest established wage decision.

**SECTION 2 - INFORMATION FOR BIDDERS**

1. Electronic Sealed Bids will be received by the CITY OF PERRIS, herein called the "City", via the City Of Perris Active Bidder website at <http://www.cityofperris.org/city-hall/bids.html> for the Flood Control District: Ventrac Tractor 4520P (Specification No. #FCD 1-2024-25-01). until 1:00 p.m. (PST) on June 8, 2024.

2. Each Bid must be submitted electronically through the City of Perris Active Bidder Website. Vendors must be registered with Active Bidder to bid on this request for proposal. Only sealed electronic bids will be received and evaluated for bid award.
3. The City may waive informalities, irregularities or defects or reject any and all Bids. Any Bid may be withdrawn by written request prior to the above-scheduled time for the opening of Bids or authorized postponement thereof with right of resubmitting. The request for withdrawal shall be executed in writing by the Bidder or his duly authorized representative. Any Bid received after the bid time shall not be considered.
4. Bidders must satisfy themselves of the specifications of the compact tractor and all add-ons or approved equivalents to be procured, by due diligence of all documents provided and any manufacturer documents available. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the nature of the equipment to be provided. The City of Perris makes no warranty or guarantee as to the content, accuracy, timeliness, or completeness of any of the specifications provided, and assumes no legal responsibility for the information contained therein. Any use of the specifications with respect to accuracy and precision shall be the sole responsibility of the Bidder. After Bids have been submitted, the Bidder shall not assert that there was an inaccuracy on the specifications resulting in misunderstanding concerning the nature of the compact tractor and equipment to be procured.
5. The Contract Documents contain the provisions required for the procurement of the compact tractor and all add-ons. Information obtained from an officer, agent, or employee of the City or any other person shall not affect the risks or obligations assumed by the Vendor or relieve them from fulfilling any of the conditions of the Contract.
6. Any required Bonds and Insurance Certificates must be in the form required by the City (substitutions may be permitted at the City's discretion). The Bond Company must be authorized to do business in the State of California.
7. The Vendor will be required to submit a certificate of insurance and additionally insured endorsement and waiver of subrogation forms which indemnifies the City, and waives all rights of recovery from the City for any damage resulting from any work agreed upon in the Contract Documents resulting from fire, explosion, vandalism, water, malicious mischief, collapse, riot, aircraft, smoke, or any acts of God, and other occurrences and forms of insurance as required by the City's Risk Management Department.
8. The party to whom the Contract is awarded will be required to execute the Contract and submit the Insurance Certificates and Insurance Endorsements on the required forms within ten (10) calendar days from the date of the Notice of Award. If Bidder fails to execute said Contract and to furnish said Insurance Certificates and Insurance Endorsements within ten (10) days from the date of this Notice, said agency will be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned. The City will be entitled to such other rights as may be granted by law.
9. The Notice of Award shall be accompanied by the necessary Contract, and Insurance Certificate forms.



10. The City, within ten (10) days of receipt of acceptable Insurance Certificates, and Contract signed by the party to whom the Contract was awarded, shall sign the Contract and return to such party an executed duplicate of the Contract.
11. At the sole discretion of the City, Award of the contract, if made, will be made one (1) lowest and responsible bidder based upon lowest total of all bid items within Base Bid shown on, and is expected July 30, 2024.
12. The successful bidder shall prepare all documentation required for issuance of state license plates through the California Department of Motor Vehicles (DMV).
13. The successful bidder shall supply two (2) sets of Operator Manual, Part Book, Hydraulic System Manual, Shop Service Manual and applicable technician information when the unit is delivered.
14. The successful bidder shall provide, upon delivery, a list of all supplies needed for the periodic maintenance of the compact tractor and its equipment. This list shall be complete with part numbers.
15. Minimum acceptable warranty on complete unit including any components or equipment installed or provided by the vendor shall be 12 months from the date unit is delivered and accepted as being in full compliance with bid specifications no exceptions. Vendor shall provide a written statement explaining all warranties that will be provided. Vendor shall specify all standard warranties that apply to this unit also any extended warranty available through the vendor or equipment manufacturers.
16. Compact Tractor shall be delivered with a minimum of one-half (1/2) tank of fuel.
17. Successful Bidder shall provide a factory technician for at least two (2) days of instruction in the operation and maintenance of the compact tractor and all add-ons when it is delivered.
18. A minimum of three (3) sets of keys with rings, tags and be properly identified, with last five (5) digits of Vehicle Identification Number shall be delivered with the unit.
19. A pre-construction meeting between the successful bidder and City representatives shall be held prior to the start of any work done on the compact tractor. The completed Compact Tractor and all Add-Ons shall have three (3) inspections made by the City of Perris authorized personnel at 50% completion, 75% completion, and 100% completion prior to delivery to ensure full compliance with specifications and that it is ready for full operation. The Compact Tractor and all Add-Ons shall be made available for inspection at the City of Perris Public Works Yard or at a mutually agreed location in southern California. In lieu of accommodating pre-delivery inspections at 50% completion and 75% completion, the successful bidder can provide detailed photographs and videos of the vehicle, under the direction and approval by City of Perris authorized personnel. If the successful bidder wants to provide the 100% completion pre-delivery inspection at a location outside of the 50-mile radius of the City of Perris, the bidder will be responsible for providing transportation, meals, and lodging expenses to bring two City representatives to the inspection site.



20. Pursuant to Section 1740 of the California Labor Code, Bidders are notified that the said wage rates shall be subject to modification to comply with revisions in Federal Minimum Wage schedules without necessity of republication.
21. If the Contract cannot be awarded within a forty-five (45) day period for any reason, Bidder understands and agrees that the time to award may be extended by mutual agreement between the City and each Bidder. Bidder understand and agrees that Bidders electing not to extend their original bids more than forty-five (45) days following a request for extension by the City shall be treated as withdrawing their bid and will not be considered in the final award. The Bidder may withdraw his bid without further liability on the part of either party.
22. Request for information. Bidder's communication will not receive consideration unless they are on the prescribed forms, and submitted via ACTIVE-BIDDER, and received by the City at least five (5) working days prior to the day bids are due; the City will endeavor to not issue addenda later than two (2) working days preceding the day bids are due.
23. Since time is of the essence, Bidder agrees to commence procurement under this Contract upon execution of a written Agreement and issuance of Notice To Proceed, and to deliver all items under this Contract by January 24,2025. Bidder agrees with the City that if the contract terms are not fully completed within said time, he shall pay as liquidated damages the sum of \$500.00 (five hundred dollars) for each consecutive calendar day thereafter until such completion and that this amount shall be presumed to be the amount of damages sustained by City in the event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the actual damage.

## NOTICE TO ALL BIDDERS

Completion and submittal of all enclosed forms including, but not limited to sheets BF-9 & BF-10 is required and must be included with original bid. Failure to submit the required documents shall be deemed as an incomplete bid and shall not be considered by City as a valid bid.

### BID FORM

Bid Opening Date: July 8, 2024  
Time: 1:00 p.m. (PST)  
Place: Active Bidder <http://www.cityofperris.org/city-hall/bids.html>  
RFP: FLOOD CONTROL DISTRICT: ALL-WHELL DRIVE COMPACT TRACTOR (SPEC. #FCD 1-2024-25-01)

**TO THE CITY OF PERRIS**, hereinafter called the City, the undersigned, as Bidder, declares that he has carefully examined the specifications of all equipment to be procured, that he has examined the plans and specifications and addenda (if any), and has read the Information for Bidders, and hereby proposes and agrees, if this bid is accepted, to furnish all equipment required to complete the contract terms and specifications in the time and manner herein prescribed for the Bid Price set forth in the Schedule of Bid Items.

Proposal of Turf Star, hereinafter called "Bidder", organized and existing under the laws of the State of California, doing business as Turf Star Western, Inc. Insert "a corporation", "a partnership", "a joint venture", or "an individual", as applicable.

No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Items. All costs, therefore, shall be included in the prices named in the Schedule of Bid Items for the complete total cost for City's legal acceptance of delivery. In case of discrepancy between words and figures, words shall prevail.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies, as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor. Since time is of the essence, Bidder hereby agrees to commence procurement under this Contract upon issuance of a Notice to Proceed, and to fully complete all work on or before the time periods specified in the Contract Documents after receiving the Notice to Proceed. Bidder agrees with the City that if the terms are not fully completed within said time, he shall pay as liquidated damages the sum of \$500.00 (five hundred dollars) for each calendar day thereafter until such completion and that this amount shall be presumed to be the amount of damages sustained by City in the event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the actual damage. The undersigned, as Bidder proposes and agrees, if the proposal is accepted, that he will execute a Contract with the City in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices, to with:

**FLOOD CONTROL DISTRICT: ALL-WHELL DRIVE COMPACT TRACTOR  
(SPEC. #FCD 1-2024-25-01)**

Bidder (Company Name): Turf Star

**Base Bid Schedule**

BID ITEM NO.	(A) UNIT TYPE	(B) MODEL # and ITEM DESCRIPTION	(C) UNIT PRICE	(D) UNITS	(E) TOTAL PRICE (C x D)
<b>1.) BID SCHEDULE – Ventrac Tractor 4520P and Equipment Add-Ons</b>					
1.	LS.	Model #: 4520P (39.51221)  Description: Ventrac Tractor: KN, 4520P Kawasaki FD851D Cal  <i>Included Standard:</i> Weight Transfer, SDLA Hand Controls, 4 Rear Weights, Front Fenders, Foot Pegs  <b>*Or Approved Equal</b>	\$ 30,620	X 1	\$ 30,620
2.	LS.	Model #: 70.4160  Description: Accessory- Three Point Hitch Kit, 3 Point hitch 4520  <b>*Or Approved Equal</b>	\$ 2430	X 1	\$ 2430
3.	LS	Model #: 13.0307  Description: Tube, Spark Arrestor 1.5"  <b>*Or Approved Equal</b>	\$ 69.70	X1	\$ 69.70
4.	LS.	Model #: 70.4167  Description: SUSPENSION SEAT Kit, Heated Suspension Seat 4520  <b>*Or Approved Equal</b>	\$ 945	X 1	\$ 945
5.	LS.	Model #: 47.0452  Description: Accessory- ARM REST Kit, Armrest, Lit Suspension Seat 4500/4520  <b>*Or Approved Equal</b>	\$ 180	X 1	\$ 180
6	LS.	Model #: 70.4161  Description: Accessory- 12V FRONT Kit, 12V Front 4520/4500  <b>*Or Approved Equal</b>	\$ 385	X 1	\$ 385

		<b>*Or Approved Equal</b>			
		Model #: 70.4164  Description: Accessory- DUAL FRONT HYD AUX Kit, Dual Front Hyd Aux 4520/4500			
7.	LS.	<b>*Or Approved Equal</b>	\$ 620	X 1	\$ 620
		Model #: 70.4067  Description: Accessory- DUAL WHEEL KIT, Duals Field Trax Black			
8.	LS.	<b>*Or Approved Equal</b>	\$ 1610	X 1	\$ 1610
		Model #: 70.4140  Description: Accessory- DIGITAL SLOPE GUAGE Kit, Slope Indicator			
9.	LS.	<b>*Or Approved Equal</b>	\$ 435	X 1	\$ 435
		Model #: 70.4038  Description: Accessory- HYDRAULIC TOP LINK Kit, Top Link Cylinder			
10.	LS.	<b>*Or Approved Equal</b>	\$ 360	X 1	\$ 360
		Model #: 39.56114  Description: Accessory- THREE-N-ONE ADAPTER HH, 3PT 3-n-1 Hitch			
11.	LS.	<b>*Or Approved Equal</b>	\$ 530	X 1	\$ 530
		Model #: 70.4120  Description: Accessory- HORN Kit, Horn 4500/4520			
12.	LS.	<b>*Or Approved Equal</b>	\$ 150	X 1	\$ 150
		Model #: 70.4169  Description: Accessory- CANOPY Kit, Canopy			
13.	LS.	<b>*Or Approved Equal</b>	\$ 1080	X 1	\$ 1080
		Model #: 70.4170  Description: Accessory- Kit, Fan for Canopy			
14.	LS.	<b>*Or Approved Equal</b>	\$ 430	X 1	\$ 430
		Model #: 70.4172			
15.	LS.		\$	X 1	

		Description: Accessory- Kit, Front Work Light for Canopy <b>*Or Approved Equal</b>	180		\$ 180
16.	LS.	Model #: 70.4171 Description: Accessory- Kit, Strobe Light for Canopy <b>*Or Approved Equal</b>	\$ 490	X 1	\$ 490
17.	LS.	Model #: 70.4173 Description: Accessory- WORK LIGHT LED Kit, Work Light LED 4520/4500 <b>*Or Approved Equal</b>	\$ 410	X 1	\$ 410
18.	LS.	Model #: 70.4163 Description: Accessory- FOOT CONTROL Kit, Foot Control 4520/4500 <b>*Or Approved Equal</b>	\$ 180	X 1	\$ 180
19.	EA.	Model #: 47.0115 Description: Accessory- ADDITIONAL WEIGHTS, Weight Suitcase - 42 LBS w/ Box <b>*Or Approved Equal</b>	\$ 120	X 4	\$ 480
20.	LS.	Model #: HQ682 (39.55118) Description: Attachment- MOWERS – TOUGH CUT HQ, HQ682 Mower, Tough Cut <b>*Or Approved Equal</b>	\$ 5075	X 1	\$ 5075
21.	LS.	Model #: 70.8226 Description: Accessory- Kit, Hydraulic Flip Up HQ682 <b>*Or Approved Equal</b>	\$ 550	X 1	\$ 550
22.	LS.	Model #: KH500 (39.55600) Description: Attachment- VERSA-LOADER KH, KH500 Loader <b>*Or Approved Equal</b>	\$ 8580	X 1	\$ 8580
23.	EA.	Model #: 47.0115 Description: Accessory- ADDITIONAL WEIGHTS, Weight Suitcase – 42 LBS w/ Box <b>*Or Approved Equal</b>	\$ 120	X 6	\$ 720

		Model #: MA900 (39.55170)			
		Description: Attachment- MOWERS-BOOM MA, MA900 Boom Mower			
24.	LS.	<b>*Or Approved Equal</b>	\$ 18,855	X 1	\$ 18,855
		Model #: 70.4137			
		Description: Accessory- MID- WEIGHT BAR KIT, Kit Weight Bar Mid 4500/4520			
25.	LS.	<b>*Or Approved Equal</b>	\$ 330	X 1	\$ 330
		Model #: 23.0212			
		Description: Service Kit- 4 Pos Spool w/ Detent			
26.	LS.	<b>*Or Approved Equal</b>	\$ 77	X 1	\$ 77
		Model #: 47.0115			
		Description: Accessory- ADDITIONAL WEIGHTS, Weight Suitcase – 42 LBS w/ Box			
27.	EA.	<b>*Or Approved Equal</b>	\$ 120	X 6	\$ 720
		Model #: MY722 (39.55149)			
		Description: Attachment- MOWERS-FLAIL MY, MY722 72" Flail Mower – Fast Cut			
28.	LS.	<b>*Or Approved Equal</b>	\$ 8850	X 1	\$ 8850
		Model #: 70.8224			
		Accessory- Kit Hydraulic Flip Up MW/MY			
29.	LS.	<b>*Or Approved Equal</b>	\$ 600	X 1	\$ 600
30.	LS.	Taxes and Fees	\$ 6660.48	X 1	\$ 6660.48
31.	LS.	Freight	\$ 2000	X 1	\$ 2000
<b>Subtotal</b>					\$ 94,602.18

SUB-TOTAL BID SCHEDULE (#1)

\$ 94,602.18

(In Figures)

SUB-TOTAL BID SCHEDULE (#1)

\$ Ninety four thousand, six

(In Words)

hundred two, and eighteen cents

**GRAND TOTAL BID SCHEDULES (#1):**

\$ 94,602.18  
(In Figures)

**GRAND TOTAL BID SCHEDULES (#1):**

Ninety four thousand, six hundred two,  
(In Words)  
and eighteen cents  
(In Words, Cont'd)

Please note the following regarding bids:

- A. One (1) lowest and responsible bidder based upon lowest total of all bid items within Base Bid shown; and is expected July 30, 2024. It shall be at the City's sole discretion to determine the award, which shall serve the City's best interest.
- B. The bid shall include all costs associated with: sales tax, ALL other taxes and fees, freight and delivery. No compensation will be paid in excess of the total bid price, no exceptions.
- C. For quantities indicated as lump sum, Vendor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work, procurement, and delivery; and no additional compensation will be allowed thereof.
- D. When discrepancies occur between words and figures, the words shall govern.
- E. The City reserves the right to reject any or all bids received.



The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the City in the form set forth in the Contract Documents and that he will accept in full payment thereof the preceding prices as set forth in Bid Schedules.

Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Measurements which vary from estimated quantities, shall require verification by City, and a written change order will be required prior to payment. For quantities indicated as lump sum, Contractor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work and no additional compensation will be allowed thereof. Where discrepancies occur between words and figures, the words shall govern. Upon receipt of the Notice of Award, Contractor shall submit to the City for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the City to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the City may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the City. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the City from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

### **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder Turf Star, proposed subcontractor N/A, hereby certifies that he has X, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause.



Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract, subject to the Executive Orders, and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

### **Noncollusion Affidavit**

(Title United States Code Section 112 and  
Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**DEBARMENT AND SUSPENSION CERTIFICATION**

(Title 49, Code of Federal Regulations, Part 29)

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, office manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
  
- Does not have a proposed debarment pending; and
  
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

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Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

N/A

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Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Certification.

## **NON LOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Person who inspected site of the proposed work as a representative of your firm:

Erin Novotny June 24, 2024  
Name (please print) Date of Inspection

Bidder acknowledges receipt of the following Addenda:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Dated \_\_\_\_\_  
Dated \_\_\_\_\_  
Dated \_\_\_\_\_  
Dated \_\_\_\_\_

NAME OF BIDDER: Erin Novotny

NAME AND TITLE OF SIGNING PARTY: Erin Novotny Sales Coordinator

SIGNATURE OF BIDDER: [Signature]

FYVSDACUK81  
Contractor's California License No.

Turf Star Western  
Name of License Holder

UEI

Type of License  
June 2026

Expiration Date



Contact Information:

Company Name: Turf Star

Contact Person: John Perez

Title: Territory Manager

Company Address: 955 Beacon Street  
Brea, CA 92821

Phone Number: 951-529-9757

Fax Number: 510-266-4847

**LISTING OF MANUFACTURERS**

The Vendor shall submit this sheet with his Bid to list the manufacturers of materials he intends to use. It shall be understood that where the Vendor elects not to use the material manufacturers called for in the Specifications, he will indicate the name of the Manufacturer he plans to substitute in the form below. Bidder further understands he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Agency. See Section 01631 of these Specifications for substitution procedures and requirements. The Vendor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

Name of Proposed Substitute Product Manufacturer or Name of Supplier	Indicate <u>DBE (*)</u>
<u>Ventrac</u>	( )

No change shall be allowed of any material manufacturer listed after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Any manufacturer, which is not deemed to be equal-to or better in every significant respect to that required by the Contract Documents, shall be rejected at the sole discretion of the Agency. Should such change be allowed by the Agency, bidder shall provide materials meeting the specification, as determined by the Agency, and there shall be no increase in the amount of the Bid originally submitted.

\* Identify if Supplier is a DBE.




**CERTIFICATION - LABOR CODE SECTION 1861**

I, the undersigned Vendor, am aware of the provisions of section 3700 et. seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I, the undersigned Vendor, agree to and will comply with such provisions before commencing the performance of the Work of this Contract.

VENDOR:

Turf Star Western  
Firm Name

  
Signature

Erin Novotny  
Print Name

FYVSJDACUK81  
Contractor's California License No.

June 2026  
Expiration Date

94-2525925  
Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST 

**CERTIFICATION OF NON-DISCRIMINATION**

On behalf of the Bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to ethnic group identification, color, religion, sex, age, physical or mental disability, or national origin; that all Federal, State, and local directives and executive orders regarding nondiscrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

DATED: June 25, 2024

Erin Novotny  
(Name of Bidder)

  
(Signature)

Erin Novotny Sales coordinator  
(Typed Name and Title)

FYV SJDACUK81  
California  
License No.

UEI  
Type of License

Turf Star Western  
Name of License Holder

June 2026  
Expiration Date

94-2525925  
Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST Vicki L. Beachy



[INTENTIONALLY LEFT BLANK]



**CITY OF PERRIS**  
PUBLIC WORKS DEPARTMENT

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**ATTACHMENT 4:  
CONTRACT SERVICES AGREEMENT**

**AGREEMENT FOR SERVICES  
BETWEEN CITY OF PERRIS AND  
TURF STAR WESTERN, INC.**

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between CITY OF PERRIS, a California municipal corporation (“**City**”) and Turf Star Western, Inc., a California corporation (“**Consultant**”). City and Consultant may be referred to individually as “**Party**” or collectively as “**Parties**.”

**RECITALS**

A. Pursuant to the Perris Municipal Code, City has the authority to enter into and execute this Agreement.

B. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “Scope of Services” attached hereto as **Exhibit A** and incorporated herein by this reference, which may be referred to herein as the “**services**” or “**work**” hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; b) all materials used for services will be both of good quality as well as fit for the purpose intended; and, c) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.

**1.2 Consultant’s Proposal.** The Scope of Services shall include the scope of services or work included in Consultant’s proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant’s proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

**1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered.

City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.

**1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

**1.5 Additional Services and Compensation.** City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes to the work by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order, consistent with both Section 9.4 as well as the Perris Municipal Code ("**PMC**"), is first given by City to Consultant, incorporating therein any adjustment in the Contract Sum for the actual costs of the extra work and/or the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in the Contract Sum of up to ten percent (10%) of the Contract Sum or \$30,000, whichever is less, may be approved by the City Manager pursuant to Section 9.4. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other consultants.

**1.6 Familiarity with Work.** By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c) fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.

**1.7 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.

**1.8 Prevailing Wages.** If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is \$1,000 or more,

Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

**1.9 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT**

**2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Ninety-Four Thousand Six Hundred Two and 18/100 Dollars (\$94,602.18) (“**Contract Sum**”), unless additional compensation is approved pursuant to Section 1.5. Compensation may include reimbursement, for actual and necessary expenditures, if both specified in the Schedule of Compensation, as well as approved by City in advance. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

**2.2 Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City’s Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

## **ARTICLE 3. PERFORMANCE SCHEDULE**

**3.1 Time of Essence.** Time is of the essence in the performance of this Agreement.

**3.2 Term.** Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall

be no later than December 31, 2025 (“Term”).

**3.3 Schedule of Performance.** Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as **Exhibit D** and incorporated herein by this reference. Such time period(s) may be increased by the Contract Officer, provided that such increases shall not serve to extend the Term.

**3.4 Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City’s determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Consultant’s sole remedy being extension of this Agreement pursuant to this Section.

#### **ARTICLE 4. COORDINATION OF WORK**

**4.1 Representative of Consultant.** The representative of Consultant is John Perez ([Territory Manager, (951) 529-9757, and john.perez@turfstar.com]), who is authorized to act on Consultant’s behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.

**4.2 Contract Officer for City.** The Contract Officer for City is Clara Miramontes ([City Manager, (951) 943-6100, and cmiramontes@cityofperris.org]) (or such person as may be designated by the City Manager). The Contract Officer shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant’s responsibility to assure that the Contract Officer is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.

**4.3 Approvals from City.** City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the City Manager or by their delegate as provided for in writing.

**4.4 Independent Contractor.** Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers,

employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

**4.5 Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other entity to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

## **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

**5.1 Insurance Coverages.** Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts below, issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City, which shall cover all elected and appointed officers, employees and agents of City. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

(a) **Commercial General Liability Insurance.** A policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office (“ISO”) form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

(b) **Worker’s Compensation Insurance.** A policy of worker’s compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automobile Liability.** A policy of comprehensive automobile liability insurance, at least as broad as ISO form CA 00 01, written on a per occurrence basis covering bodily injury and property damage in an amount not less than \$1,000,000 combined single limit for each accident. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) **Professional Liability.** Professional liability insurance appropriate to Consultant’s profession. This coverage may be written on a “claims made” basis and must include coverage for contractual liability. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least five (5) consecutive years following the completion of Consultant’s services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of City submit written evidence of this continuous coverage. Limits shall be no less than \$1,000,000 per claim and no less than \$1,000,000 general aggregate.

(e) **Cyber Liability.** Cyber liability insurance appropriate to Consultant’s profession and the services hereunder, written on a per occurrence basis, with limits not less than \$1,000,000 per occurrence/loss, and \$2,000,000 in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant pursuant to this Agreement and shall include, but not be limited to, claims involving: infringement of intellectual property; copyright; trademark; invasion of privacy violations; data breach; electronic information theft, loss, damage, destruction, alteration or misuse; release of private information; extortion; and, network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

(f) **Excess Liability Insurance.** Excess liability insurance may be used to satisfy the obligations herein. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: 1) include a drop down feature requiring the policy to respond if primary insurance that



would otherwise have applied proves to be uncollectible in whole or in part for any reason; 2) be payable on behalf of wording as opposed to reimbursement; 3) have concurrency of effective dates with primary policies; 4) “follow form” to the underlying primary policies; and, 5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

(g) **Subcontractors.** In the event Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, Consultant shall either: 1) include each subcontractor as insureds under its policies of insurance required herein; or, 2) Consultant shall furnish to City all documentation, required in Article 5 for Consultant, for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

## **5.2 General Insurance Requirements.**

(a) **Proof of Insurance, Enforcement and Notice.** No work or services under this Agreement shall commence until both Consultant has provided City with insurance certificates, endorsement forms and appropriate insurance binders evidencing the above insurance coverages, as well as said documentation is approved by City. City reserves the right to inspect complete, certified copies of, and endorsements to, all required insurance policies, at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City. In the event any insurance policy required under this Agreement is cancelled or amended (and the insurance policy is not replaced pursuant to subsection (b) below), or does not comply with Article 5, then: 1) City has the right but not the duty to obtain insurance required herein and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments; or, 2) City, notwithstanding any other provisions of this Agreement, may immediately terminate this Agreement. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant’s performance under this Agreement, and that involve or may involve coverage under any of the required insurance policies.

(b) **Cancellation/Amendment.** All of herein required policies of insurance shall provide the insurance may not be amended or cancelled by insurer or any Party hereto without providing thirty (30) calendar days prior written notice (with exception of ten (10) calendar days prior written notice for nonpayment) to City. In the event any of said policies of insurance are amended or cancelled, Consultant shall, five (5) business days prior to the cancellation date, submit new evidence of insurance in conformance with this Agreement to City.

(c) **Additional Insureds.** The commercial general liability policy provided for in Section 5.1(a) and the automobile liability policy provided for in Section 5.1(c) both shall name City and its elected and appointed officers, employees and agents (“**City Parties**”) as additional insureds and such coverage shall contain no special limitations on the scope of protection afforded to City and City Parties. A severability of interests provision must apply for all additional insureds ensuring that Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability, and policies of insurance shall not contain any cross-liability exclusions.

(d) **Primary, Subrogation, Contribution and Coverage.** All of the above policies of insurance shall be primary insurance. The insurers for the above policies, Consultant and any subcontractors are all deemed hereof to waive all rights of subrogation and contribution

they may have against City or City Parties, and their respective insurers, and all insurance policies required herein shall be endorsed to waive such rights. Any insurance maintained by City or City Parties will apply in excess of, and not contribute with, Consultant's insurance. If Consultant maintains broader coverage and/or higher limits than the minimum amounts provided herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City and City Parties. None of the coverages required herein will be in compliance with this Agreement if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing. Requirements of specific coverage features or limits contained herein are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(e) **Limitations, Self- Insured Retention and Deductibles.** Consultant agrees that requirements of Article 5 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.3. All insurance policies must specify that where the primary insured does not satisfy any self-insured retention, any additional insured may satisfy the self-insured retention. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City Parties, or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, attorneys' fees, defense expenses and claims.

### **5.3 Indemnification.**

(a) **General Obligations.** Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) **Further Provisions.** The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively “City” for solely this Section 5.3(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City’s defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorneys’ fees, expert fees and costs of litigation.

(c) **Professional Liability.** When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

## **ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION**

**6.1 Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (“**books and records**”) as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

**6.2 Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other

materials (“**documents and materials**”) prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for City.

**6.3 Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of Consultant’s conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should Consultant, its officers, employees, agents or subcontractors 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 party; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

**7.1 California Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.

**7.2 Suspension, or Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

**7.3 Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

**7.4 Termination for Default of Consultant.** If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed to City as previously stated.

**7.5 Retention of Funds.** Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without

liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

**7.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

**7.7 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

**7.8 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

**7.9 Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

## **ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION**

**8.1 Non-liability of City Officers and Employees.** No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

**8.2 Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

**8.3 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

**9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of City addressed to the Contract Officer at City of Perris, 101 N. "D" Street, Perris, CA 92570, and in the case of Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

**9.2 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.

**9.3 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

**9.4 Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City, provided that City's approval thereof shall only be valid if made in a manner consistent with the PMC.

**9.5 Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

**9.6 No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City 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 City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, 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 City to remedies in Section 7.4 and any and all remedies at law or equity.

**9.7 Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]



**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**  
CITY OF PERRIS, a California municipal corporation

\_\_\_\_\_  
Clara Miramontes  
City Manager

**ATTEST:**

\_\_\_\_\_  
Nancy A. Salazar, City Clerk

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Robert Khuu, City Attorney

**CONSULTANT:**  
\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.**

**DELETE THESE INSTRUCTIONS/PAGE WHEN THIS EXHIBIT IS FINALIZED**

**INSTRUCTIONS FOR EXHIBIT A**

1. If Consultant's Proposal has a complete and clear description of the Scope of Services, then (a) **USE** Section I; (b) **DELETE** Sections III through V; (c) **ATTACH** the Scope of Services from the Proposal to Exhibit A.

If Consultant's Proposal does not have a complete and clear description of the Scope of Services, then go to Step 2 of these instructions.

2. If Consultant's Proposal does not have a complete and clear description of the Scope of Services, then (a) **DELETE** Section I; (b) **WRITE** a complete and clear description of the Scope of Services in Sections III through V (**NOTE**: Sections II through V are sample formats and do not have to be used word-for-word).
3. If City expects specific individuals to perform the Services, then **USE** Section VI to list out individuals and describe the roles (**NOTE**: Section VI is a sample format and does not have to be used word-for-word).

If the City does not expect specific individuals to perform the Services, then **DELETE** Section VI.

4. **RENUMBER** all Sections as appropriate.

**DELETE THESE INSTRUCTIONS/PAGE WHEN THIS EXHIBIT IS FINALIZED**

**EXHIBIT A**  
**SCOPE OF SERVICES**

- I. Consultant will perform services described in Consultant’s Proposal and attached hereto.**
- II. All work product is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.**
- III. Consultant will perform the following Services:**
  - A.**
  - B.**
- IV. As part of the Services, Consultant will prepare and deliver the following tangible work products to City:**
  - A.**
  - B.**
- V. During performance of the Services, Consultant will keep City informed of the status of performance by delivering the following status reports:**
  - A.**
  - B.**
- VI. Consultant will utilize the following personnel to accomplish the Services:**
  - A.**
  - B.**

**DELETE THESE INSTRUCTIONS/PAGE WHEN THIS EXHIBIT IS FINALIZED**

**INSTRUCTIONS FOR EXHIBIT B**

1. All revisions to the template go in Exhibit B. If Consultant requests revisions to template, and/or if Staff recommends revisions to template, then write the requested and/or recommended revisions below for review by City Attorney's office. Each requested revision should be separated by Section numbering and identify the specific change requested (including the specific section of the template). For example:

“I. Section 2.1 shall be amended as follows: ....”

2. If there are no revisions to the template requested/recommended, then insert “NOT APPLICABLE”.

**DELETE THESE INSTRUCTIONS/PAGE WHEN THIS EXHIBIT IS FINALIZED**

**EXHIBIT B**  
**SPECIAL REQUIREMENTS**  
**(Superseding Agreement Boilerplate)**

**DELETE THESE INSTRUCTIONS/PAGE WHEN THIS EXHIBIT IS FINALIZED**

**INSTRUCTIONS FOR EXHIBIT C**

1. If Consultant's Proposal has a complete and clear description of the Schedule of Compensation, then (a) **DELETE** Section IV; (b) **ATTACH** the Schedule of Compensation to Exhibit C.

If Proposal does not have a complete and clear description of Schedule of Compensation, then go to Step 2.

2. If Proposal does not have a complete and clear description of Schedule of Compensation, then (a) **WRITE** a clear and complete description of schedule of compensation in Section IV (NOTE: this is an example and does not have to be used word-for-word); (b) **DELETE** Section I.
3. **RENUMBER** all Sections as appropriate.

**DELETE THESE INSTRUCTIONS/PAGE WHEN THIS EXHIBIT IS FINALIZED**

**EXHIBIT C**

**SCHEDULE OF COMPENSATION**

- I. Consultant will be compensated for Services provided under this Agreement in accordance with the schedule in Consultant’s Proposal and attached hereto.**
- II. City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.2.**
- III. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**
- IV. Consultant shall perform the following tasks at the following rates:**

	<b>TASK</b>	<b>RATE</b>	<b>TIME</b>
<b>A.</b>	_____	_____	_____
<b>B.</b>	_____	_____	_____
<b>C.</b>	_____	_____	_____
<b>D.</b>	_____	_____	_____

**DELETE THESE INSTRUCTIONS/PAGE WHEN THIS EXHIBIT IS FINALIZED**

**INSTRUCTIONS FOR EXHIBIT D**

1. If Consultant's Proposal contains a complete and clear description of Schedule of Performance, then (a) **DELETE** Sections II through III; (b) **ATTACH** the Schedule of Performance to this Exhibit.

If Proposal does not have a complete and clear description of schedule of performance, then go to Step 2.

2. If Proposal does not have a complete and clear description of schedule of performance, then (a) **WRITE** a clear and complete description of the schedule of performance in Sections II and III (NOTE: this is an example and does not have to be used word-for-word); (b) **DELETE** Section I.
3. **RENUMBER** all Sections as appropriate.

**DELETE THESE INSTRUCTIONS/PAGE WHEN THIS EXHIBIT IS FINALIZED**



**EXHIBIT D**  
**SCHEDULE OF PERFORMANCE**

**I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule described in Consultant's Proposal and attached hereto.**

**II. Consultant shall perform all Services timely in accordance with the following schedule:**

	<b>TASK</b>	<b>DAYS TO PERFORM</b>	<b>DEADLINE DATE</b>
<b>A.</b>	_____	_____	_____
<b>B.</b>	_____	_____	_____
<b>C.</b>	_____	_____	_____
<b>D.</b>	_____	_____	_____

**III. Consultant shall deliver the following tangible work products to City by the following dates:**

**A.**

**B.**



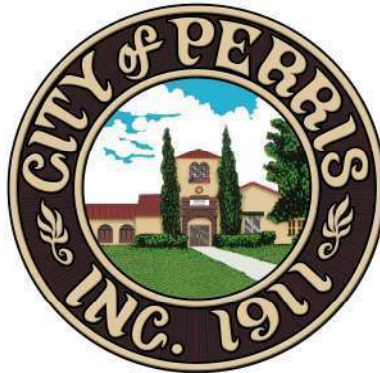
# CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

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## ATTACHMENT 5: SPECIFICATIONS

# RFP MANUAL



## **FLOOD CONTROL DISTRICT: ALL-WHEEL DRIVE COMPACT TRACTOR**

### **SPECIFICATIONS AND INFORMATION FOR BIDDERS SPECIFICATION NO. #FCD 1-2024-25-01**

#### **PREPARED BY:**

City of Perris  
Public Works Department-Special Districts  
1015 S. G Street  
Perris, CA 92570

**BID OPENING - 1:00 PM (PST), July 8, 2024**  
**Perris City Hall (via Active Bidder)**  
**101 North "D" Street**  
**Perris, CA 92570**

Expected Award of Contract – July 30, 2024

Delivery Due – January 24, 2025

## RFP Information Sheet

### FLOOD CONTROL DISTRICT: ALL-WHELL DRIVE COMPACT TRACTOR (SPEC. #FCD 1-2024-25-01)

RFP Bid Advertise Date: June 17, 2024, at 4:00PM (PST) (Via Active Bidder)  
June 21 & June 28, 2024 (Newspaper)

Last Day for Questions: June 28, 2024, at 1:00PM (PST)

Bid Close/Open Date: July 8, 2024, at 1:00PM (PST)

Expected Bid Award Date: July 30, 2024

Delivery Due Date: January 24, 2025

Contract Term: Upon Acceptance of Delivery

Contract Time: Delivery Due by January 24,2025

Liquidated Damages: As Specified in Contract Services Agreement

#### General Description:

The purpose of this Request for Proposal is to procure a Compact Tractor and additional Add-Ons, in strict accordance with the Specifications and Information For Bidders, Specification No. # FCD 1-2024-25-01. The Public Works Department staff have determined through field demonstration and due diligence that the Ventrac Tractor 4520P and various add-ons as detailed on (Appendix A and Special Provisions Section 2) meet the department's needs while greatly reducing engine failure from operator use on 30-degree slopes by allowing for continuous operation without the need for intermittent returns to level planes every ten (10) minutes. Equivalent or better equipment may be acceptable as substitutions upon review and approval by the City due 5 days prior to bid closing.

Contact Person for RFI and Obtaining Bid Package: 1) Jessica Galloway,  
Special Districts Supervisor  
City of Perris  
(951) 657-3280

Contact Person for Technical Inquiries: Jessica Galloway (see Section #01370 For RFI Process, and all RFI shall be submitted via Active Bidder Website)

**Note:** See specifications for details regarding the above information.

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### **III. APPENDICES**

#### **A. Ventrac Tractor 4520P and Additional Add-Ons Manufacturer Specifications**

## **BID DOCUMENTS CHECKLIST**

Please insure that you have completed the following documents and have submitted originals with your proposal, as only responsive bids will be considered.

- [ ] Part I Procedural Documents - Bid pages BF-1 to BF-12
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    - Bid Schedule of Values (submitted via Active Bidder and submitted via scanned documents BF-2A to BF-2E)
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**NOTICE INVITING SEALED PROPOSALS (BIDS)**  
**PUBLIC NOTICE**

**SECTION 1 – NOTICE OF BIDS**

The CITY OF PERRIS will receive electronic bid proposals (bids) via the City's Active Bidder website <http://www.cityofperris.org/city-hall/bids.html> at Perris City Hall, 101 North "D" Street, Perris, CA 92570, until 1:00 P.M. (PST) July 8, 2024 for the "FLOOD CONTROL DISTRICT: ALL-WHELL DRIVE COMPACT TRACTOR (SPEC. #FCD 1-2024-25-01)." Bid Closing date and time shall be simultaneous with the Bid Opening. The purpose of this Request for Proposal is to procure a Compact Tractor and additional Add-Ons, in strict accordance with the Specifications and Information For Bidders, Specification No. # FCD 1-2024-25-01. The Public Works Department staff have determined through field demonstration and due diligence that the Ventrac Tractor 4520P and various add-ons as detailed on (Appendix A and Special Provisions Section 2) meet the department's needs while greatly reducing engine failure from operator use on 30-degree slopes by allowing for continuous operation without the need for intermittent returns to level planes every ten (10) minutes. Equivalent or better equipment may be acceptable as substitutions upon review and approval by the City due 5 days prior to bid closing.

Contract Documents and additional information for bidders are available beginning at 4:00PM (PST) June 17, 2024, on the City Of Perris website at <http://www.cityofperris.org/city-hall/bids.html>. Vendors must be registered with ACTIVE BIDDER to bid on this request for proposal.

The Contract Term shall end upon acceptance of delivery, and the successful bidder will have a delivery due date of January 24, 2025 to fully complete all Contract Terms. Award of Contract is expected on July 30, 2024. All Bidders will be required to hold their original bid prices, without change, for a period of forty-five (45) days from the date bids are opened, except to the extent relief is available pursuant to Public Contract Code, Section 5100 et. seq.

A NON-MANATORY *PRE-BID MEETING* WILL BE SCHEDULED ON JUNE 26, 2024 AT 2:00 PM (PST) to enable prospective bidders to clarify additional details considered pertinent for their evaluation prior to the bid submittal date, and to review City, and State bidding requirements. The meeting will be held at Public Works, 1015 S "G" Street, Perris, CA 92570.

It shall be at the City's sole discretion to determine the lowest and responsible bidder. The City reserves the right to reject any and all bids and waive any formality in the bidding. All vendors will be required to comply with all applicable Equal Opportunity laws and regulations.

The City hereby notifies all bidders that it will affirmatively ensure that, in regard to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Moreover, the City will not discriminate against any person or firm interested in providing goods or services to the City on the basis of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, age, veterans' status, ancestry or other protected class.

MINIMUM AND PREVAILING WAGES: Notice is hereby given that the Contractor must comply with the State's latest established wage decision.

**SECTION 2 - INFORMATION FOR BIDDERS**

1. Electronic Sealed Bids will be received by the CITY OF PERRIS, herein called the "City", via the City Of Perris Active Bidder website at <http://www.cityofperris.org/city-hall/bids.html> for the Flood Control District: Ventrac Tractor 4520P (Specification No. #FCD 1-2024-25-01). until 1:00 p.m. (PST) on June 8, 2024.



2. Each Bid must be submitted electronically through the City of Perris Active Bidder Website. Vendors must be registered with Active Bidder to bid on this request for proposal. Only sealed electronic bids will be received and evaluated for bid award.
3. The City may waive informalities, irregularities or defects or reject any and all Bids. Any Bid may be withdrawn by written request prior to the above-scheduled time for the opening of Bids or authorized postponement thereof with right of resubmitting. The request for withdrawal shall be executed in writing by the Bidder or his duly authorized representative. Any Bid received after the bid time shall not be considered.
4. Bidders must satisfy themselves of the specifications of the compact tractor and all add-ons or approved equivalents to be procured, by due diligence of all documents provided and any manufacturer documents available. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the nature of the equipment to be provided. The City of Perris makes no warranty or guarantee as to the content, accuracy, timeliness, or completeness of any of the specifications provided, and assumes no legal responsibility for the information contained therein. Any use of the specifications with respect to accuracy and precision shall be the sole responsibility of the Bidder. After Bids have been submitted, the Bidder shall not assert that there was an inaccuracy on the specifications resulting in misunderstanding concerning the nature of the compact tractor and equipment to be procured.
5. The Contract Documents contain the provisions required for the procurement of the compact tractor and all add-ons. Information obtained from an officer, agent, or employee of the City or any other person shall not affect the risks or obligations assumed by the Vendor or relieve them from fulfilling any of the conditions of the Contract.
6. Any required Bonds and Insurance Certificates must be in the form required by the City (substitutions may be permitted at the City's discretion). The Bond Company must be authorized to do business in the State of California.
7. The Vendor will be required to submit a certificate of insurance and additionally insured endorsement and waiver of subrogation forms which indemnifies the City, and waives all rights of recovery from the City for any damage resulting from any work agreed upon in the Contract Documents resulting from fire, explosion, vandalism, water, malicious mischief, collapse, riot, aircraft, smoke, or any acts of God, and other occurrences and forms of insurance as required by the City's Risk Management Department.
8. The party to whom the Contract is awarded will be required to execute the Contract and submit the Insurance Certificates and Insurance Endorsements on the required forms within ten (10) calendar days from the date of the Notice of Award. If Bidder fails to execute said Contract and to furnish said Insurance Certificates and Insurance Endorsements within ten (10) days from the date of this Notice, said agency will be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned. The City will be entitled to such other rights as may be granted by law.
9. The Notice of Award shall be accompanied by the necessary Contract, and Insurance Certificate forms.

10. The City, within ten (10) days of receipt of acceptable Insurance Certificates, and Contract signed by the party to whom the Contract was awarded, shall sign the Contract and return to such party an executed duplicate of the Contract.
11. At the sole discretion of the City, Award of the contract, if made, will be made one (1) lowest and responsible bidder based upon lowest total of all bid items within Base Bid shown on, and is expected July 30, 2024.
12. The successful bidder shall prepare all documentation required for issuance of state license plates through the California Department of Motor Vehicles (DMV).
13. The successful bidder shall supply two (2) sets of Operator Manual, Part Book, Hydraulic System Manual, Shop Service Manual and applicable technician information when the unit is delivered.
14. The successful bidder shall provide, upon delivery, a list of all supplies needed for the periodic maintenance of the compact tractor and its equipment. This list shall be complete with part numbers.
15. Minimum acceptable warranty on complete unit including any components or equipment installed or provided by the vendor shall be 12 months from the date unit is delivered and accepted as being in full compliance with bid specifications no exceptions. Vendor shall provide a written statement explaining all warranties that will be provided. Vendor shall specify all standard warranties that apply to this unit also any extended warranty available through the vendor or equipment manufacturers.
16. Compact Tractor shall be delivered with a minimum of one-half (1/2) tank of fuel.
17. Successful Bidder shall provide a factory technician for at least two (2) days of instruction in the operation and maintenance of the compact tractor and all add-ons when it is delivered.
18. A minimum of three (3) sets of keys with rings, tags and be properly identified, with last five (5) digits of Vehicle Identification Number shall be delivered with the unit.
19. A pre-construction meeting between the successful bidder and City representatives shall be held prior to the start of any work done on the compact tractor. The completed Compact Tractor and all Add-Ons shall have three (3) inspections made by the City of Perris authorized personnel at 50% completion, 75% completion, and 100% completion prior to delivery to ensure full compliance with specifications and that it is ready for full operation. The Compact Tractor and all Add-Ons shall be made available for inspection at the City of Perris Public Works Yard or at a mutually agreed location in southern California. In lieu of accommodating pre-delivery inspections at 50% completion and 75% completion, the successful bidder can provide detailed photographs and videos of the vehicle, under the direction and approval by City of Perris authorized personnel. If the successful bidder wants to provide the 100% completion pre-delivery inspection at a location outside of the 50-mile radius of the City of Perris, the bidder will be responsible for providing transportation, meals, and lodging expenses to bring two City representatives to the inspection site.

20. Pursuant to Section 1740 of the California Labor Code, Bidders are notified that the said wage rates shall be subject to modification to comply with revisions in Federal Minimum Wage schedules without necessity of republication.
21. If the Contract cannot be awarded within a forty-five (45) day period for any reason, Bidder understands and agrees that the time to award may be extended by mutual agreement between the City and each Bidder. Bidder understand and agrees that Bidders electing not to extend their original bids more than forty-five (45) days following a request for extension by the City shall be treated as withdrawing their bid and will not be considered in the final award. The Bidder may withdraw his bid without further liability on the part of either party.
22. Request for information. Bidder's communication will not receive consideration unless they are on the prescribed forms, and submitted via ACTIVE-BIDDER, and received by the City at least five (5) working days prior to the day bids are due; the City will endeavor to not issue addenda later than two (2) working days preceding the day bids are due.
23. Since time is of the essence, Bidder agrees to commence procurement under this Contract upon execution of a written Agreement and issuance of Notice To Proceed, and to deliver all items under this Contract by January 24, 2025. Bidder agrees with the City that if the contract terms are not fully completed within said time, he shall pay as liquidated damages the sum of \$500.00 (five hundred dollars) for each consecutive calendar day thereafter until such completion and that this amount shall be presumed to be the amount of damages sustained by City in the event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the actual damage.

## **NOTICE TO ALL BIDDERS**

Completion and submittal of all enclosed forms including, but not limited to sheets BF-9 & BF-10 is required and must be included with original bid. Failure to submit the required documents shall be deemed as an incomplete bid and shall not be considered by City as a valid bid.

### **BID FORM**

Bid Opening Date: July 8, 2024  
Time: 1:00 p.m. (PST)  
Place: Active Bidder <http://www.cityofperris.org/city-hall/bids.html>  
RFP: FLOOD CONTROL DISTRICT: ALL-WHELL DRIVE COMPACT TRACTOR (SPEC. #FCD 1-2024-25-01)

**TO THE CITY OF PERRIS**, hereinafter called the City, the undersigned, as Bidder, declares that he has carefully examined the specifications of all equipment to be procured, that he has examined the plans and specifications and addenda (if any), and has read the Information for Bidders, and hereby proposes and agrees, if this bid is accepted, to furnish all equipment required to complete the contract terms and specifications in the time and manner herein prescribed for the Bid Price set forth in the Schedule of Bid Items.

Proposal of \_\_\_\_\_, hereinafter called "Bidder", organized and existing under the laws of the State of \_\_\_\_\_, doing business as \_\_\_\_\_. Insert "a corporation", "a partnership", "a joint venture", or "an individual", as applicable.

No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Items. All costs, therefore, shall be included in the prices named in the Schedule of Bid Items for the complete total cost for City's legal acceptance of delivery. In case of discrepancy between words and figures, words shall prevail.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies, as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor. Since time is of the essence, Bidder hereby agrees to commence procurement under this Contract upon issuance of a Notice to Proceed, and to fully complete all work on or before the time periods specified in the Contract Documents after receiving the Notice to Proceed. Bidder agrees with the City that if the terms are not fully completed within said time, he shall pay as liquidated damages the sum of \$500.00 (five hundred dollars) for each calendar day thereafter until such completion and that this amount shall be presumed to be the amount of damages sustained by City in the event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the actual damage. The undersigned, as Bidder proposes and agrees, if the proposal is accepted, that he will execute a Contract with the City in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices, to with:

**FLOOD CONTROL DISTRICT: ALL-WHELL DRIVE COMPACT TRACTOR**  
**(SPEC. #FCD 1-2024-25-01)**

Bidder (Company Name): \_\_\_\_\_

**Base Bid Schedule**

BID ITEM NO.	(A) UNIT TYPE	(B) MODEL # and ITEM DESCRIPTION	(C) UNIT PRICE	(D) UNITS	(E) TOTAL PRICE (C x D)
<b><u>1.) BID SCHEDULE – Ventrac Tractor 4520P and Equipment Add-Ons</u></b>					
1.	LS.	Model #: 4520P (39.51221)  Description: Ventrac Tractor: KN, 4520P Kawasaki FD851D Cal  <i>Included Standard:</i> Weight Transfer, SDLA Hand Controls, 4 Rear Weights, Front Fenders, Foot Pegs  <b>*Or Approved Equal</b>	\$	X 1	\$
2.	LS.	Model #: 70.4160  Description: Accessory- Three Point Hitch Kit, 3 Point hitch 4520  <b>*Or Approved Equal</b>	\$	X 1	\$
3.	LS	Model #: 13.0307  Description: Tube, Spark Arrestor 1.5"  <b>*Or Approved Equal</b>	\$	X1	\$
4.	LS.	Model #: 70.4167  Description: SUSPENSION SEAT Kit, Heated Suspension Seat 4520  <b>*Or Approved Equal</b>	\$	X 1	\$
5.	LS.	Model #: 47.0452  Description: Accessory- ARM REST Kit, Armrest, Lit Suspension Seat 4500/4520  <b>*Or Approved Equal</b>	\$	X 1	\$
6	LS.	Model #: 70.4161  Description: Accessory- 12V FRONT Kit, 12V Front 4520/4500  <b>*Or Approved Equal</b>	\$	X 1	\$

		<b>*Or Approved Equal</b>			
		Model #: 70.4164  Description: Accessory- DUAL FRONT HYD AUX Kit, Dual Front Hyd Aux 4520/4500			
7.	LS.	<b>*Or Approved Equal</b>	\$	X 1	\$
		Model #: 70.4067  Description: Accessory- DUAL WHEEL KIT, Duals Field Trax Black			
8.	LS.	<b>*Or Approved Equal</b>	\$	X 1	\$
		Model #: 70.4140  Description: Accessory- DIGITAL SLOPE GUAGE Kit, Slope Indicator			
9.	LS.	<b>*Or Approved Equal</b>	\$	X 1	\$
		Model #: 70.4038  Description: Accessory- HYDRAULIC TOP LINK Kit, Top Link Cylinder			
10.	LS.	<b>*Or Approved Equal</b>	\$	X 1	\$
		Model #: 39.56114  Description: Accessory- THREE-N-ONE ADAPTER HH, 3PT 3-n-1 Hitch			
11.	LS.	<b>*Or Approved Equal</b>	\$	X 1	\$
		Model #: 70.4120  Description: Accessory- HORN Kit, Horn 4500/4520			
12.	LS.	<b>*Or Approved Equal</b>	\$	X 1	\$
		Model #: 70.4169  Description: Accessory- CANOPY Kit, Canopy			
13.	LS.	<b>*Or Approved Equal</b>	\$	X 1	\$
		Model #: 70.4170  Description: Accessory- Kit, Fan for Canopy			
14.	LS.	<b>*Or Approved Equal</b>	\$	X 1	\$
15.	LS.	Model #: 70.4172	\$	X 1	

		Description: Accessory- Kit, Front Work Light for Canopy <b>*Or Approved Equal</b>			\$
16.	LS.	Model #: 70.4171 Description: Accessory- Kit, Strobe Light for Canopy <b>*Or Approved Equal</b>	\$	X 1	\$
17.	LS.	Model #: 70.4173 Description: Accessory- WORK LIGHT LED Kit, Work Light LED 4520/4500 <b>*Or Approved Equal</b>	\$	X 1	\$
18.	LS.	Model #: 70.4163 Description: Accessory- FOOT CONTROL Kit, Foot Control 4520/4500 <b>*Or Approved Equal</b>	\$	X 1	\$
19.	EA.	Model #: 47.0115 Description: Accessory- ADDITIONAL WEIGHTS, Weight Suitcase - 42 LBS w/ Box <b>*Or Approved Equal</b>	\$	X 4	\$
20.	LS.	Model #: HQ682 (39.55118) Description: Attachment- MOWERS – TOUGH CUT HQ, HQ682 Mower, Tough Cut <b>*Or Approved Equal</b>	\$	X 1	\$
21.	LS.	Model #: 70.8226 Description: Accessory- Kit, Hydraulic Flip Up HQ682 <b>*Or Approved Equal</b>	\$	X 1	\$
22.	LS.	Model #: KH500 (39.55600) Description: Attachment- VERSA-LOADER KH, KH500 Loader <b>*Or Approved Equal</b>	\$	X 1	\$
23.	EA.	Model #: 47.0115 Description: Accessory- ADDITIONAL WEIGHTS, Weight Suitcase – 42 LBS w/ Box <b>*Or Approved Equal</b>	\$	X 6	\$

		Model #: MA900 (39.55170) Description: Attachment- MOWERS-BOOM MA, MA900 Boom Mower			
24.	LS.	<b>*Or Approved Equal</b>	\$	X 1	\$
		Model #: 70.4137 Description: Accessory- MID- WEIGHT BAR KIT, Kit Weight Bar Mid 4500/4520			
25.	LS.	<b>*Or Approved Equal</b>	\$	X 1	\$
		Model #: 23.0212 Description: Service Kit- 4 Pos Spool w/ Detent			
26.	LS.	<b>*Or Approved Equal</b>	\$	X 1	\$
		Model #: 47.0115 Description: Accessory- ADDITIONAL WEIGHTS, Weight Suitcase – 42 LBS w/ Box			
27.	EA.	<b>*Or Approved Equal</b>	\$	X 6	\$
		Model #: MY722 (39.55149) Description: Attachment- MOWERS-FLAIL MY, MY722 72" Flail Mower – Fast Cut			
28.	LS.	<b>*Or Approved Equal</b>	\$	X 1	\$
		Model #: 70.8224 Accessory- Kit Hydraulic Flip Up MW/MY			
29.	LS.	<b>*Or Approved Equal</b>	\$	X 1	\$
30.	LS.	Taxes and Fees	\$	X 1	\$
31.	LS.	Freight	\$	X 1	\$
<b>Subtotal</b>					\$

**SUB-TOTAL BID SCHEDULE (#1)**

\$

(In Figures)

**SUB-TOTAL BID SCHEDULE (#1)**

\$

(In Words)



**GRAND TOTAL BID SCHEDULES (#1):**

\$ \_\_\_\_\_  
(In Figures)

**GRAND TOTAL BID SCHEDULES (#1):**

\_\_\_\_\_  
(In Words)

\_\_\_\_\_  
(In Words, Cont'd)

Please note the following regarding bids:

- A. One (1) lowest and responsible bidder based upon lowest total of all bid items within Base Bid shown; and is expected July 30, 2024. It shall be at the City's sole discretion to determine the award, which shall serve the City's best interest.
- B. The bid shall include all costs associated with: sales tax, ALL other taxes and fees, freight and delivery. No compensation will be paid in excess of the total bid price, no exceptions.
- C. For quantities indicated as lump sum, Vendor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work, procurement, and delivery; and no additional compensation will be allowed thereof.
- D. When discrepancies occur between words and figures, the words shall govern.
- E. The City reserves the right to reject any or all bids received.

The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the City in the form set forth in the Contract Documents and that he will accept in full payment thereof the preceding prices as set forth in Bid Schedules.

Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Measurements which vary from estimated quantities, shall require verification by City, and a written change order will be required prior to payment. For quantities indicated as lump sum, Contractor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work and no additional compensation will be allowed thereof. Where discrepancies occur between words and figures, the words shall govern. Upon receipt of the Notice of Award, Contractor shall submit to the City for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the City to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the City may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the City. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the City from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

### **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause.

Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract, subject to the Executive Orders, and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

### **Noncollusion Affidavit**

(Title United States Code Section 112 and  
Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**DEBARMENT AND SUSPENSION CERTIFICATION**

(Title 49, Code of Federal Regulations, Part 29)

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, office manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
  
- Does not have a proposed debarment pending; and
  
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

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Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Certification.

## **NON LOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities”, in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.



**LISTING OF MANUFACTURERS**

The Vendor shall submit this sheet with his Bid to list the manufacturers of materials he intends to use. It shall be understood that where the Vendor elects not to use the material manufacturers called for in the Specifications, he will indicate the name of the Manufacturer he plans to substitute in the form below. Bidder further understands he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Agency. See Section 01631 of these Specifications for substitution procedures and requirements. The Vendor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

Name of Proposed Substitute Product Manufacturer or Name of Supplier	Indicate <u>DBE (*)</u>
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( )

No change shall be allowed of any material manufacturer listed after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Any manufacturer, which is not deemed to be equal-to or better in every significant respect to that required by the Contract Documents, shall be rejected at the sole discretion of the Agency. Should such change be allowed by the Agency, bidder shall provide materials meeting the specification, as determined by the Agency, and there shall be no increase in the amount of the Bid originally submitted.

\* Identify if Supplier is a DBE.





**CERTIFICATION - LABOR CODE SECTION 1861**

I, the undersigned Vendor, am aware of the provisions of section 3700 et. seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I, the undersigned Vendor, agree to and will comply with such provisions before commencing the performance of the Work of this Contract.

VENDOR:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Contractor's California License No.

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST \_\_\_\_\_

**CERTIFICATION OF NON-DISCRIMINATION**

On behalf of the Bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to ethnic group identification, color, religion, sex, age, physical or mental disability, or national origin; that all Federal, State, and local directives and executive orders regarding nondiscrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

DATED: \_\_\_\_\_  
\_\_\_\_\_ (Name of Bidder)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
California License No. \_\_\_\_\_  
Type of License

\_\_\_\_\_  
Name of License Holder \_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST \_\_\_\_\_

[INTENTIONALLY LEFT BLANK]



# CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

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## NOTICE OF AWARD

[DATE]

[Recipient Name]  
[Company Name]  
[Address Line 1]  
[Address Line 2]

Sent via E-mail

**Re: NOTICE OF AWARD – Flood Control District: All-Wheel Drive Compact Tractor  
(Spec. #FCD 1-2024-25-01)**

Dear [Name],

On Thursday, July 30, 2024 the City Council awarded the bid for the above referenced contract to your company in the amount of **#[Contract Sum]**. As stated in Paragraph 9 of the Bid Form, you are required to execute the Contract and furnish the following documents within ten (10) calendar days from the date of this notification, include **three (3) original sets of the contract, and (1) original set of the following:**

1. Bid form agreement enclosed, for your execution (please emboss with your corporate seal if a corporation).
2. Certificate of Insurance from an insurance carrier admitted to the State of California in the amounts specified, listing the City of Perris as additional insured, provide the following:
  - i. Certificate of Contractor
  - ii. Certificate of Insurance-Workers Compensation
  - iii. Certificate of Insurance-Liability and Endorsement
  - iv. Insurance Certificates, Additional Insured Endorsement Form with Primary and Non-Contributory wording, Waiver of Subrogation Form, Copy of Workers Compensation.

If the Contract is not executed and said Certificates of Insurance, endorsement forms, and waiver of subrogation forms are not submitted within ten (10) days from the date of this Notice, said agency will be entitled to consider all your rights arising out of the Agency's acceptance of your Bid as abandoned. The Agency will be entitled to such other rights as may be granted by law.



# CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

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A mandatory pre-procurement meeting has been scheduled on Monday, August 5, 2024 from 1:00pm to 2:00pm at the Public Works Department located at 1015 South "G" Street, Perris, CA 92570. A Notice to Proceed will be issued upon final review and acceptance of the above referenced documents by the City. The delivery due date for compact tractor and equipment shall be on January 24, 2025.

Sincerely,

Bryant Hill  
Director of Public Works

Enclosure:

Contract  
Bid Form



# CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

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**You are required to return an acknowledged copy of this Notice of Award to the Agency.**

## ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged

by \_\_\_\_\_ this

\_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Vendor

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Vendor's California License No.

\_\_\_\_\_  
Expiration Date

**AGREEMENT FOR SERVICES  
BETWEEN CITY OF PERRIS AND**

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between CITY OF PERRIS, a California municipal corporation (“**City**”) and \_\_\_\_\_, a \_\_\_\_\_ (“**Consultant**”). City and Consultant may be referred to individually as “**Party**” or collectively as “**Parties.**”

**RECITALS**

A. Pursuant to the Perris Municipal Code, City has the authority to enter into and execute this Agreement.

B. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “Scope of Services” attached hereto as **Exhibit A** and incorporated herein by this reference, which may be referred to herein as the “**services**” or “**work**” hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; b) all materials used for services will be both of good quality as well as fit for the purpose intended; and, c) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.

**1.2 Consultant’s Proposal.** The Scope of Services shall include the scope of services or work included in Consultant’s proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant’s proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

**1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered.

City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.

**1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

**1.5 Additional Services and Compensation.** City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes to the work by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order, consistent with both Section 9.4 as well as the Perris Municipal Code ("**PMC**"), is first given by City to Consultant, incorporating therein any adjustment in the Contract Sum for the actual costs of the extra work and/or the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in the Contract Sum of up to ten percent (10%) of the Contract Sum or \$30,000, whichever is less, may be approved by the City Manager pursuant to Section 9.4. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other consultants.

**1.6 Familiarity with Work.** By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c) fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.

**1.7 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.

**1.8 Prevailing Wages.** If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is \$1,000 or more,



Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

**1.9 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT**

**2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed [REDACTED] Dollars (\$ [REDACTED]) (“**Contract Sum**”), unless additional compensation is approved pursuant to Section 1.5. Compensation may include reimbursement, for actual and necessary expenditures, if both specified in the Schedule of Compensation, as well as approved by City in advance. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

**2.2 Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City’s Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

## **ARTICLE 3. PERFORMANCE SCHEDULE**

**3.1 Time of Essence.** Time is of the essence in the performance of this Agreement.

**3.2 Term.** Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall

be no later than \_\_\_\_\_, 20\_\_\_\_ (“Term”).

**3.3 Schedule of Performance.** Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as **Exhibit D** and incorporated herein by this reference. Such time period(s) may be increased by the Contract Officer, provided that such increases shall not serve to extend the Term.

**3.4 Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City’s determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Consultant’s sole remedy being extension of this Agreement pursuant to this Section.

#### **ARTICLE 4. COORDINATION OF WORK**

**4.1 Representative of Consultant.** The representative of Consultant is \_\_\_\_\_ ([title, work phone number and work email]), who is authorized to act on Consultant’s behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.

**4.2 Contract Officer for City.** The Contract Officer for City is \_\_\_\_\_ ([title, City phone number and City email]) (or such person as may be designated by the City Manager). The Contract Officer shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant’s responsibility to assure that the Contract Officer is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.

**4.3 Approvals from City.** City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the City Manager or by their delegate as provided for in writing.

**4.4 Independent Contractor.** Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers,

employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

**4.5 Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other entity to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

## **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

**5.1 Insurance Coverages.** Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts below, issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City, which shall cover all elected and appointed officers, employees and agents of City. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

(a) **Commercial General Liability Insurance.** A policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office (“ISO”) form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

(b) **Worker’s Compensation Insurance.** A policy of worker’s compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automobile Liability.** A policy of comprehensive automobile liability insurance, at least as broad as ISO form CA 00 01, written on a per occurrence basis covering bodily injury and property damage in an amount not less than \$1,000,000 combined single limit for each accident. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) **Professional Liability.** Professional liability insurance appropriate to Consultant’s profession. This coverage may be written on a “claims made” basis and must include coverage for contractual liability. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least five (5) consecutive years following the completion of Consultant’s services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of City submit written evidence of this continuous coverage. Limits shall be no less than \$1,000,000 per claim and no less than \$1,000,000 general aggregate.

(e) **Cyber Liability.** Cyber liability insurance appropriate to Consultant’s profession and the services hereunder, written on a per occurrence basis, with limits not less than \$1,000,000 per occurrence/loss, and \$2,000,000 in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant pursuant to this Agreement and shall include, but not be limited to, claims involving: infringement of intellectual property; copyright; trademark; invasion of privacy violations; data breach; electronic information theft, loss, damage, destruction, alteration or misuse; release of private information; extortion; and, network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

(f) **Excess Liability Insurance.** Excess liability insurance may be used to satisfy the obligations herein. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: 1) include a drop down feature requiring the policy to respond if primary insurance that

would otherwise have applied proves to be uncollectible in whole or in part for any reason; 2) be payable on behalf of wording as opposed to reimbursement; 3) have concurrency of effective dates with primary policies; 4) “follow form” to the underlying primary policies; and, 5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

(g) **Subcontractors.** In the event Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, Consultant shall either: 1) include each subcontractor as insureds under its policies of insurance required herein; or, 2) Consultant shall furnish to City all documentation, required in Article 5 for Consultant, for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

## 5.2 **General Insurance Requirements.**

(a) **Proof of Insurance, Enforcement and Notice.** No work or services under this Agreement shall commence until both Consultant has provided City with insurance certificates, endorsement forms and appropriate insurance binders evidencing the above insurance coverages, as well as said documentation is approved by City. City reserves the right to inspect complete, certified copies of, and endorsements to, all required insurance policies, at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City. In the event any insurance policy required under this Agreement is cancelled or amended (and the insurance policy is not replaced pursuant to subsection (b) below), or does not comply with Article 5, then: 1) City has the right but not the duty to obtain insurance required herein and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments; or, 2) City, notwithstanding any other provisions of this Agreement, may immediately terminate this Agreement. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant’s performance under this Agreement, and that involve or may involve coverage under any of the required insurance policies.

(b) **Cancellation/Amendment.** All of herein required policies of insurance shall provide the insurance may not be amended or cancelled by insurer or any Party hereto without providing thirty (30) calendar days prior written notice (with exception of ten (10) calendar days prior written notice for nonpayment) to City. In the event any of said policies of insurance are amended or cancelled, Consultant shall, five (5) business days prior to the cancellation date, submit new evidence of insurance in conformance with this Agreement to City.

(c) **Additional Insureds.** The commercial general liability policy provided for in Section 5.1(a) and the automobile liability policy provided for in Section 5.1(c) both shall name City and its elected and appointed officers, employees and agents (“**City Parties**”) as additional insureds and such coverage shall contain no special limitations on the scope of protection afforded to City and City Parties. A severability of interests provision must apply for all additional insureds ensuring that Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability, and policies of insurance shall not contain any cross-liability exclusions.

(d) **Primary, Subrogation, Contribution and Coverage.** All of the above policies of insurance shall be primary insurance. The insurers for the above policies, Consultant and any subcontractors are all deemed hereof to waive all rights of subrogation and contribution

they may have against City or City Parties, and their respective insurers, and all insurance policies required herein shall be endorsed to waive such rights. Any insurance maintained by City or City Parties will apply in excess of, and not contribute with, Consultant's insurance. If Consultant maintains broader coverage and/or higher limits than the minimum amounts provided herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City and City Parties. None of the coverages required herein will be in compliance with this Agreement if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing. Requirements of specific coverage features or limits contained herein are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(e) **Limitations, Self-Insured Retention and Deductibles.** Consultant agrees that requirements of Article 5 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.3. All insurance policies must specify that where the primary insured does not satisfy any self-insured retention, any additional insured may satisfy the self-insured retention. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City Parties, or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, attorneys' fees, defense expenses and claims.

### **5.3 Indemnification.**

(a) **General Obligations.** Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnatee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnatee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnatee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnatee(s) for any such Claims or Liabilities, and will save and hold Indemnatee(s) harmless therefrom.

(b) **Further Provisions.** The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively “City” for solely this Section 5.3(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City’s defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorneys’ fees, expert fees and costs of litigation.

(c) **Professional Liability.** When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

## **ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION**

**6.1 Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (“**books and records**”) as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

**6.2 Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other

materials (“**documents and materials**”) prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for City.

**6.3 Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of Consultant’s conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should Consultant, its officers, employees, agents or subcontractors 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 party; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

**7.1 California Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.



**7.2 Suspension, or Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

**7.3 Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

**7.4 Termination for Default of Consultant.** If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed to City as previously stated.

**7.5 Retention of Funds.** Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without

liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

**7.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

**7.7 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

**7.8 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

**7.9 Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

## **ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION**

**8.1 Non-liability of City Officers and Employees.** No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

**8.2 Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

**8.3 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

**9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of City addressed to the Contract Officer at City of Perris, 101 N. "D" Street, Perris, CA 92570, and in the case of Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

**9.2 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.

**9.3 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

**9.4 Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City, provided that City's approval thereof shall only be valid if made in a manner consistent with the PMC.

**9.5 Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

**9.6 No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City 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 City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, 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 City to remedies in Section 7.4 and any and all remedies at law or equity.

**9.7 Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**  
CITY OF PERRIS, a California municipal corporation

\_\_\_\_\_  
Clara Miramontes  
City Manager

**ATTEST:**

\_\_\_\_\_  
Nancy A. Salazar, City Clerk

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Robert Khuu, City Attorney

**CONSULTANT:**  
\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT’S BUSINESS ENTITY.**

**DELETE THESE INSTRUCTIONS/PAGE WHEN THIS EXHIBIT IS FINALIZED**

**INSTRUCTIONS FOR EXHIBIT A**

1. If Consultant's Proposal has a complete and clear description of the Scope of Services, then (a) **USE** Section I; (b) **DELETE** Sections III through V; (c) **ATTACH** the Scope of Services from the Proposal to Exhibit A.

If Consultant's Proposal does not have a complete and clear description of the Scope of Services, then go to Step 2 of these instructions.

2. If Consultant's Proposal does not have a complete and clear description of the Scope of Services, then (a) **DELETE** Section I; (b) **WRITE** a complete and clear description of the Scope of Services in Sections III through V (**NOTE**: Sections II through V are sample formats and do not have to be used word-for-word).
3. If City expects specific individuals to perform the Services, then **USE** Section VI to list out individuals and describe the roles (**NOTE**: Section VI is a sample format and does not have to be used word-for-word).

If the City does not expect specific individuals to perform the Services, then **DELETE** Section VI.

4. **RENUMBER** all Sections as appropriate.

**DELETE THESE INSTRUCTIONS/PAGE WHEN THIS EXHIBIT IS FINALIZED**

**EXHIBIT A**  
**SCOPE OF SERVICES**

- I. Consultant will perform services described in Consultant’s Proposal and attached hereto.**
- II. All work product is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.**
- III. Consultant will perform the following Services:**
  - A.**
  - B.**
- IV. As part of the Services, Consultant will prepare and deliver the following tangible work products to City:**
  - A.**
  - B.**
- V. During performance of the Services, Consultant will keep City informed of the status of performance by delivering the following status reports:**
  - A.**
  - B.**
- VI. Consultant will utilize the following personnel to accomplish the Services:**
  - A.**
  - B.**

**DELETE THESE INSTRUCTIONS/PAGE WHEN THIS EXHIBIT IS FINALIZED**

**INSTRUCTIONS FOR EXHIBIT B**

1. All revisions to the template go in Exhibit B. If Consultant requests revisions to template, and/or if Staff recommends revisions to template, then write the requested and/or recommended revisions below for review by City Attorney’s office. Each requested revision should be separated by Section numbering and identify the specific change requested (including the specific section of the template). For example:

“I. Section 2.1 shall be amended as follows: ....”

2. If there are no revisions to the template requested/recommended, then insert “NOT APPLICABLE”.

**DELETE THESE INSTRUCTIONS/PAGE WHEN THIS EXHIBIT IS FINALIZED**



**EXHIBIT B**  
**SPECIAL REQUIREMENTS**  
**(Superseding Agreement Boilerplate)**

**DELETE THESE INSTRUCTIONS/PAGE WHEN THIS EXHIBIT IS FINALIZED**

**INSTRUCTIONS FOR EXHIBIT C**

1. If Consultant's Proposal has a complete and clear description of the Schedule of Compensation, then (a) **DELETE** Section IV; (b) **ATTACH** the Schedule of Compensation to Exhibit C.

If Proposal does not have a complete and clear description of Schedule of Compensation, then go to Step 2.

2. If Proposal does not have a complete and clear description of Schedule of Compensation, then (a) **WRITE** a clear and complete description of schedule of compensation in Section IV (NOTE: this is an example and does not have to be used word-for-word); (b) **DELETE** Section I.
3. **RENUMBER** all Sections as appropriate.

**DELETE THESE INSTRUCTIONS/PAGE WHEN THIS EXHIBIT IS FINALIZED**

**EXHIBIT C**

**SCHEDULE OF COMPENSATION**

- I. Consultant will be compensated for Services provided under this Agreement in accordance with the schedule in Consultant’s Proposal and attached hereto.**
- II. City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.2.**
- III. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**
- IV. Consultant shall perform the following tasks at the following rates:**

	<b>TASK</b>	<b>RATE</b>	<b>TIME</b>
<b>A.</b>	_____	_____	_____
<b>B.</b>	_____	_____	_____
<b>C.</b>	_____	_____	_____
<b>D.</b>	_____	_____	_____

**DELETE THESE INSTRUCTIONS/PAGE WHEN THIS EXHIBIT IS FINALIZED**

**INSTRUCTIONS FOR EXHIBIT D**

1. If Consultant's Proposal contains a complete and clear description of Schedule of Performance, then (a) **DELETE** Sections II through III; (b) **ATTACH** the Schedule of Performance to this Exhibit.

If Proposal does not have a complete and clear description of schedule of performance, then go to Step 2.

2. If Proposal does not have a complete and clear description of schedule of performance, then (a) **WRITE** a clear and complete description of the schedule of performance in Sections II and III (NOTE: this is an example and does not have to be used word-for-word); (b) **DELETE** Section I.
3. **RENUMBER** all Sections as appropriate.

**DELETE THESE INSTRUCTIONS/PAGE WHEN THIS EXHIBIT IS FINALIZED**

**EXHIBIT D**  
**SCHEDULE OF PERFORMANCE**

**I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule described in Consultant's Proposal and attached hereto.**

**II. Consultant shall perform all Services timely in accordance with the following schedule:**

	<b>TASK</b>	<b>DAYS TO PERFORM</b>	<b>DEADLINE DATE</b>
<b>A.</b>	_____	_____	_____
<b>B.</b>	_____	_____	_____
<b>C.</b>	_____	_____	_____
<b>D.</b>	_____	_____	_____

**III. Consultant shall deliver the following tangible work products to City by the following dates:**

**A.**

**B.**

**CERTIFICATE OF VENDOR**

I, \_\_\_\_\_, certify that I am a/the

\_\_\_\_\_ (designate sole proprietor, partner in partnership, or specify corporate office, e.g., secretary) in the entity named as VENDOR in the foregoing contract.

I hereby expressly certify that the name of the entity to which I am

associated is \_\_\_\_\_; that this entity is in good standing and has complied with all applicable laws and regulations, and that I have been expressly authorized by the proper parties in this entity to execute this Contract on behalf of the above named entity.

SIGNATURE OF VENDOR: \_\_\_\_\_

\_\_\_\_\_  
Vendor's California License No.

\_\_\_\_\_  
Name of License Holder

\_\_\_\_\_  
Type of License

\_\_\_\_\_  
Expiration Date

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_

## **CERTIFICATION OF INSURANCE AND ENDORSEMENTS**

The Vendor shall not commence any work under the Contract Documents until he obtains, at his own expense, all required insurance. The required insurance shall be provided by the Vendor in conformance with the requirements of Article 5 of the Contract Documents:

The insurance company or companies utilized by the Contractor shall be authorized to transact business in the State of California and to issue policies in the amounts required in said Section 5.1 of these Contract Documents.

No substitutions or revisions to the certificates and endorsements which follow will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using the format presented, shall be provided for each company.

Contractor shall include the City of Perris, its elected and appointed officials, employees, agents, Agency, Consultants as additional insured under Vendor's General Liability Policy.

**ADDITIONAL INSURED AND WAIVER OF SUBROGATION-** The Certificate of Insurance supplied to the City of Perris shall name the City of Perris, its officers, employees, agents, consultants, and independent contractors as additional insured and shall specify that the City of Perris be given thirty (30) days prior written notice of any modification, decrease or termination of the Contractor's Insurance coverage. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Such insurance shall be subject to approval by the City Attorney.

**CERTIFICATE OF INSURANCE**

**AGENCY: CITY OF PERRIS**

**DESCRIPTION: Flood Control District: All-Wheel Drive Compact Tractor (SPEC. #FCD 1-2024-25-01)**

**TYPE OF INSURANCE: WORKERS' COMPENSATION INSURANCE**

**THIS IS TO CERTIFY that the policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Agency's Contract Documents, and that said policies are now in force.**

**Said company will give at least 30 days advance written notice by registered mail to the agency and City Public Works Director prior to any material change or cancellation of said policies.**

**Nothing contained in this Certificate of Insurance shall be construed as an amendment to an existing insurance coverage.**

<b><u>Policy Number</u></b>	<b><u>Effective Date</u></b>	<b><u>Expiration Date</u></b>
-----------------------------	------------------------------	-------------------------------

**The insurance provided by said policies complies in all respects as to coverage and limits of liability with the requirements of the Workers' Compensation Insurance Laws of the State of California.**



**EFFECTIVE:** \_\_\_\_\_

\_\_\_\_\_  
**Named Insured**

\_\_\_\_\_  
**Insurance Company**

\_\_\_\_\_  
**Street Number**

\_\_\_\_\_  
**Street Number**

\_\_\_\_\_  
**City and State**

\_\_\_\_\_  
**City and State**

**Insurance Company Agent for  
Service of process in California**

\_\_\_\_\_  
**(Authorized Representative)  
(Attach Acknowledgement)**

\_\_\_\_\_  
**(Name)**

\_\_\_\_\_  
**(Company)**

\_\_\_\_\_  
**(Street Number)**

\_\_\_\_\_  
**(Street Number)**

\_\_\_\_\_  
**(City)**

\_\_\_\_\_  
**(City and State)**

\_\_\_\_\_  
**(Telephone Number)**

\_\_\_\_\_  
**(Telephone Number)**

**NOTICE:** No Substitution or revision to this certificate will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.



**CERTIFICATE OF INSURANCE**

**AGENCY:** CITY OF PERRIS

**DESCRIPTION:** Flood Control District: All-Wheel Drive Compact Tractor (SPEC. #FCD 1-2024-25-01)

**TYPE OF INSURANCE:** COMPREHENSIVE GENERAL LIABILITY INSURANCE

**THIS IS TO CERTIFY** that the policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Agency's Contract Documents, and that said policies are now in force.

Said company will give at least 45 days advance written notice by registered mail to the Agency and City Public works Director prior to any material change or cancellation of said policies.

Nothing contained in this Certificate of Insurance shall be construed as an amendment to an existing insurance coverage.

<u>Policy Number</u>	<u>Date Effective</u>	<u>Expiration</u>	<u>Limits of Liability</u>	
			<u>Bodily Injury</u>	<u>Property Damage</u>

The following types of coverage are included in this policy (indicated by "X" in space):

Manufacturers' and Contractors'	Yes ___ No ___
Owners' and Contractors' Protective	Yes ___ No ___
Blanket Contractual	Yes ___ No ___
Completed Operations	Yes ___ No ___
Owned Automobiles	Yes ___ No ___
Hired Automobiles	Yes ___ No ___
Non-Owned Automobiles	Yes ___ No ___
Broad Form Property Damage	Yes ___ No ___
"XCU" Exposure	Yes ___ No ___

**ENDORSEMENT:**

The City of Perris, and each of his officers, agents, and employees are named as additional insured under these policies but only while acting in their capacity as such and only as respects operations of the original named insured, his subcontractors, agents, and employees in the performance of the above-referenced contract.

This endorsement shall not operate to increase the Company's total limits of liability under the above-listed policies.

All of the above policies of insurance shall be primary insurance and shall name the City of Perris, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, and its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance to the City.

EFFECTIVE: \_\_\_\_\_

\_\_\_\_\_  
Named Insured

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
City and State

\_\_\_\_\_  
City and State

Insurance Company agent for  
service of process in California

By \_\_\_\_\_  
(Authorized Representative)  
(Attach Acknowledgment)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Street Number)

\_\_\_\_\_  
(Street Number)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Telephone Number)

NOTICE: No substitution or revision to this certificate will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came  
\_\_\_\_\_ known to me or proved to me on the  
basis of satisfactory evidence, who being duly sworn, did depose and say  
that \_\_\_\_\_ is an authorized  
representative of the \_\_\_\_\_ and  
acknowledged to me that \_\_\_\_\_ executed  
the within instrument on behalf of said insurance company.

IN WITNESS WHEREOF, I have signed and affixed my Official Seal on the  
date in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for said  
County and State

(SEAL)

Commission expires \_\_\_\_\_

**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: **Flood Control District: All-Wheel Drive Compact Tractor (SPEC. #FCD 1-2024-25-01)**

You are hereby notified to commence Work in accordance with the Contract dated \_\_\_\_\_, on or before \_\_\_\_\_, and you are to complete all work as specified in the schedule of performance.

You are required to return an acknowledged copy of this Notice to Proceed to the Agency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

**City of Perris**  
**Agency**

By: \_\_\_\_\_  
Jessica Galloway

Title: Special Districts Supervisor

**ACCEPTANCE OF NOTICE**

Receipt of the Notice to Proceed is hereby acknowledged by  
\_\_\_\_\_, this the \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Vendor By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Vendor's California License No.

\_\_\_\_\_  
Name of License Holder

\_\_\_\_\_  
Type of License

\_\_\_\_\_  
Expiration Date



CITY OF PERRIS  
Public Works Department

**CHANGE ORDER**

Order No. \_\_\_\_\_

Date \_\_\_\_\_

Contract Date \_\_\_\_\_

Project: Flood Control District: All-Wheel Drive Compact Tractor (SPEC. #FCD 1-2024-25-01)

This Change Order # \_\_\_\_\_ changes the Agreement between the City of Perris and \_\_\_\_\_, for the Flood Control District: All-Wheel Drive Compact Tractor (SPEC. #FCD 1-2024-25-01) please read it carefully.

**JUSTIFICATION:**

---

---

**CHANGE TO CONTRACT PRICE:**

Original Contract Price \$ \_\_\_\_\_

Current Contract Price (Adjusted by Previous Change Order(s)): \$ \_\_\_\_\_

Contract Price due to this Change Order will be increased: \$ \_\_\_\_\_

New Contract Price including this Change Order: \$ \_\_\_\_\_



**CHANGE TO CONTRACT TIME**

**Contract Time will be increased:**

*As per Paragraph 5.1 "Time For Completion and Liquidated Damages," of the original Agreement, and a total of \_\_\_\_\_ (\_\_\_\_) additional calendar days, from the completion date specified on the original Notice To Proceed. The new completion date is \_\_\_\_\_.*

**Date for completion of all work:**

\_\_\_\_\_  
**(Date)**

**APPROVALS REQUIRED**

*To be effective, this change order must be approved by the City of Perris and \_\_\_\_\_.*

**CITY OF PERRIS:**

Approved by: \_\_\_\_\_ Date \_\_\_\_\_  
**Special Districts Supervisor**

\_\_\_\_\_  
:

Approved by: \_\_\_\_\_ Date \_\_\_\_\_  
**Contractor**

End of Change Order# \_\_\_\_  
Nothing Follow

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

---

**Identifying Information**

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Through Date:

---

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:

Amount of Check: \$

Check Payable to:

---

**Exceptions**

This document does not affect any of the following:

- (1) Retentions.
  - (2) Extras for which the claimant has not received payment.
  - (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
    - Date(s) of waiver and release: \_\_\_\_\_
    - Amount(s) of unpaid progress payment(s): \$ \_\_\_\_\_
  - (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
- 

**Signature**

Claimant's Signature:

Claimant's Title:

Date of Signature:

---

**UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

**NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.**

---

**Identifying Information**

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Through Date:

---

**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ \_\_\_\_\_

---

**Exceptions**

This document does not affect any of the following:

- (1) Retentions.
  - (2) Extras for which the claimant has not received payment.
  - (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
- 

**Signature**

Claimant's Signature:

Claimant's Title:

Date of Signature:

---

**CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

---

**Identifying Information**

---

Name of Claimant:

---

Name of Customer:

---

Job Location:

---

Owner:

---

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

---

Maker of Check:

---

Amount of Check: \$

---

Check Payable to:

---

---

**Exceptions**

---

This document does not affect any of the following:  
Disputed claims for extras in the amount of: \$

---

---

**Signature**

---

Claimant's Signature:

---

Claimant's Title:

---

Date of Signature:

---

**UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

**NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.**

---

**Identifying Information**

Name of Claimant:

Name of Customer:

Job Location:

Owner:

---

**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

---

**Exceptions**

This document does not affect any of the following:  
Disputed claims for extras in the amount of: \$

---

**Signature**

Claimant's Signature:

Claimant's Title:

Date of Signature:

---

## **SPECIAL PROVISIONS**

### **Part I – STANDARD CONDITIONS**

#### **SECTION 1-DEFINITIONS AND EXCLUSIONS**

**1-A GENERAL** -- The CITY OF PERRIS will receive electronic bid proposals (bids) via the City's Active Bidder website <http://www.cityofperris.org/city-hall/bids.html> at Perris City Hall, 101 North "D" Street, Perris, CA 92570, until 1:00 P.M. (PST) July 8, 2024 for the "Flood Control District: All-Wheel Drive Compact Tractor (Specification No. #FCD 1-2024-25-01)." Bid Closing date and time shall be simultaneous with the Bid Opening. The purpose of this Request for Proposal is to procure a Compact Tractor and Additional Add-Ons, in strict accordance with the Specifications and Information For Bidders, Specification No. # FCD 1-2024-25-01. The Public Works Department staff have determined through field demonstration and due diligence that the Ventrac Tractor 4520P and various add-ons meet the department's needs while greatly reducing engine failure from operator use on 30-degree slopes by allowing for continuous operation without the need for intermittent returns to level planes every ten (10) minutes. Equivalent or better equipment may be acceptable as substitutions upon review and approval by the City.

**1-B DEFINITIONS** -- Whenever in the Standard Specifications the following terms are used, they shall be understood to mean and refer to the following:

Agency/Owner - The City of Perris.

Board - The City Council for the City of Perris.

Public Works Director – Director of Public Works the City of Perris.

Notice Advertising for Bids - Notice Inviting Bids.

#### **SECTION 2.0- ADDITIONAL PROVISIONS.**

**2-A** The successful bidder shall prepare all documentation required for issuance of state license plates through the California Department of Motor Vehicles (DMV).

**2-B** The successful bidder shall supply two (2) sets of Operator Manual, Part Book, Hydraulic System Manual, Shop Service Manual and applicable technician information when the unit is delivered.

**2-C** The successful bidder shall provide, upon delivery, a list of all supplies needed for the periodic maintenance of the compact tractor and its equipment. This list shall be complete with part numbers.

**2-D** Minimum acceptable warranty on complete unit including any components or equipment installed or provided by the vendor shall be 12 months from the date unit is delivered and accepted as being in full compliance with bid specifications no exceptions. Vendor shall provide a written statement explaining all warranties that will be provided. Vendor shall specify all standard warranties that apply to this unit also any extended warranty available through the vendor or equipment manufacturers.

**2-E** Compact Tractor shall be delivered with a minimum of one-half (1/2) tank of fuel by January 24, 2025 to the Public Works Yard at 1015 S “G” St, Perris, CA 92570 during the weekdays of Monday through Friday between the hours of 6:30am and 4:00pm.

**2-F** Successful Bidder shall provide a factory technician for at least two (2) days of instruction in the operation and maintenance of the compact tractor and all add-ons when it is delivered.

**2-G** A minimum of three (3) sets of keys with rings, tags and be properly identified, with last five (5) digits of Vehicle Identification Number shall be delivered with the unit.

**2-H** A pre-construction meeting between the successful bidder and City representatives shall be held prior to the start of any work done on the compact tractor. The completed Compact Tractor and all Add-Ons shall have three (3) inspections made by the City of Perris authorized personnel at 50% completion, 75% completion, and 100% completion prior to delivery to ensure full compliance with specifications and that it is ready for full operation. The Compact Tractor and all Add-Ons shall be made available for inspection at the City of Perris Public Works Yard or at a mutually agreed location in southern California. In lieu of accommodating pre-delivery inspections at 50% completion and 75% completion, the successful bidder can provide detailed photographs and videos of the vehicle, under the direction and approval by City of Perris authorized personnel. If the successful bidder wants to provide the 100% completion pre-delivery inspection at a location outside of the 50-mile radius of the City of Perris, the bidder will be responsible for providing transportation, meals, and lodging expenses to bring two City representatives to the inspection site.

**2-I** No used or pre-owned equipment shall be accepted. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use, shall also be included.

## **SECTION 2.1- APPROVED MANUFACTURERS (or Approved Equal).**

### **2.1-A**

Ventrac 4520P  
500 Venture Drive  
Orrville, Ohio USA  
[info@ventrac.com](mailto:info@ventrac.com)  
1-866-VENTRAC

**2-B**

Steiner 450-25 KDL FLD TRX  
10100 Dennis Dr  
Urbandale, IA 50322  
1-800-537-8233

**2-C Or Approved Equal:** Vendors of manufacturer’s or supplier’s materials and equipment may request that alternatives to specified products be considered equal and that inclusion of such alternatives be permitted in the bids. Such requests must be made in writing and received by the City five (5) calendar days prior to the date bids are to be received. Granting a request that an alternative product be considered equal to those specified may be made only by the issuance of an Addendum by the City. Denial of the request during the bidding does not waive the manufacturer’s or supplier’s right to offer an alternative product to the Vendor after Award of the Contract. After Award of Contract, the offer will be considered as a substitution and will be considered only if the City believes the offer of substitution is equal to or superior in quality to the specified product.

**SECTION 2.2- BASIS OF COMPACT TRACTOR DESIGN AND ADD-ONS.**

**2.2-A Ventrac Tractor 4520P Design Specifications**

Accessory Kit: Front fenders, foot pegs, 4 rear weights, weight transfer	Standard
<b>Engines</b>	
Engine	Kawasaki FD851D DFI
Max Operating Speed	3600 rpm
Horsepower	31
Peak Torque	47 ft lb (64 nm)
Displacement	824cc
Cylinders	2
Engine Oil	Ventrac Full Synthetic 10W30
Cooling	Liquid
Fuel Type	Gasoline
Fuel Capacity	6 gal(22.7 L)
Fuel Economy^^	1.2gal/hr(4.5L/hr)
Slope Rating (continuous/intermittent)	30°/30°
Alternator	30 Amp
<b>Dimensions</b>	
Weight with standard hitch	1620 lb (735 kg)
Weight with accessories kit	N/A
Weight with 3-point hitch	1700 lb (771 kg)
Length with standard hitch (ROPS up)	81.5 inches (207 cm)
Length with 3-point hitch	92 inches (234 cm)
Width	48.5 inches (123 cm)
Width with wheel extensions	54.5 inches (138.5 cm)



Width with duals	73 inches (185.5 cm)
Wheelbase (front axle to rear axle)	45 inches (114 cm)
Height (ROPS up)	68 inches (173 cm)
Height (ROPS down)	54 inches (137 cm)
Turning Radius (single tires, standard position)	39 inches (99 cm)
Turning Radius (position 2)	54 inches (137 cm)
Turning Radius (position 3)	68 inches (173 cm)
Oscillation amount (@ wheel)	7.5 inches (19 cm)
Ground Clearance	5 inches (13 cm)

<b>Electrical</b>		<b>Controls</b>	
Battery	475 CCA (Group 51R)	Forward Reverse	S.D.L.A. (Speed, Direction, Lift, and Auxiliary) Handle; Optional Foot Pedal
Voltage	12 volts	Attachment Lift	S.D.L.A. (Primary Handle)
Battery Disconnect	Standard, with 150A System Circuit Breaker	Auxiliary Hydraulics	S.D.L.A. (Secondary Handle)
Fuses	Sealed, Mini Fuse and J-Case styles	Throttle	Dash Mounted
<b>Drivetrain</b>		Front Hitch Lock	Column Mounted (Accessible from Seat)
Hydraulic Pump	Danfoss DDC-20	PTO Belt Tensioner	Front Mounted, Automatic Tension Controlled
Pump Drive	Direct Drive (Double U-Joint Drive-shaft)	Weight Transfer	5 position
Hydraulic Motors	MPIM	High/Low Range	Single Lever, Column Mounted
Transaxles	Peerless 2600 series	3 Pt Controls (Optional)	Lift + 2 sets of Auxiliaries
Axles	Peerless 40mm (forged) with integrated forged hub	Steering	Power Steering
Hydraulic Oil Cooler	Aluminum w/ Thermostatically controlled Electric Fan	<b>Other Features</b>	
Hydraulic Oil Filter (Suction)	25 micron	Tool Box	Optional
Hydraulic Oil Filter (Pressurized)	10 micron	Cup Holder	Standard
<b>Hitch and PTO</b>		Seat	Deluxe High Back Seat (arm rests and suspension seat optional)
Front Hitch	Ventrac Mount System	<b>ROPS</b>	
Electric PTO clutch with Brake	Ogura GT3.5 (250 ft lb) (339 nm)	Folding ROPS	Standard
Rear Hitch	2 Inches Receiver	Heavy Duty Off-Road Seat Belt	Standard
3-Point Hitch	Optional Category 1 3-Point Hitch	All specifications subject to change without notice or obligation	
<b>Tires</b>			
Standard (All Terrain)	22x12-8		
Optional Turf	22x11-10		
<b>Travel Speed (F/R)</b>			
Low Range	5 mph (8 kph) forward / 4 mph (6 kph) reverse		
High Range	10 mph (16 kph) forward / 8 mph (13 kph) reverse		
<b>Instruments, Gauges, and Alarm</b>			
Gauges	Tachometer, Speedometer, Hour Meter, Engine Temperature (liquid cooled engines only), Fuel Level, Volt Meter		
Indicator Lights	Parking Brake, Engine High-Temp <sup>^</sup> , Hydraulic Oil High Temp <sup>^</sup> , Low Voltage <sup>^</sup> , Low Oil Pressure <sup>^</sup>		
<sup>^</sup> Activates Audible Alarm			
Switches	Key, PTO, and Lights		
<b>Lights</b>			
Head Lights	(4) LED 1000 Lumen		
Tail Lights	(2) Red LED Lights		

## 2.2-B Accessory Add-Ons:

- Three-Point Hitch
- Tube, Spark Arrestor
- Heated Suspension Seat
- Arm Rest
- 12V Front Plug

- Dual Front Hydraulic Auxiliary Kit
- Digital Slope Gauge
- Hydraulic Top Link Cylinder
- Three-Point 3-n-1 Hitch Adapter
- Horn
- Driver Canopy
- Kit, Fan for Canopy
- Kit, Front Work Light for Canopy
- Kit, Strobe Light for Canopy
- Work Light LED Kit
- Foot Control
- Additional Weights for Stability

**2.2-C Attachment Add-Ons:**

- Mower-Tough Cut
  - W/ Hydraulic Flip-Up
- Front Loader
  - W/ Additional Weight for Stability
- Boom Mower
  - W/ Mid-Weight Bar Kit
  - W/ Service Kit, 4 Pos Spool with Detent
  - W/ Additional Weights for Stability
- Flail Mower
  - 72” Flail Mower
  - W/ Hydraulic Flip-Up

**SECTION 3- AWARD AND EXECUTION OF CONTRACT**

**3-A GENERAL** -- The Vendor will be required to submit a certificate of insurance and additionally insured endorsement and waiver of subrogation forms which indemnifies the City, and waives all rights of recovery from the City for any damage resulting from any work agreed upon in the Contract Documents resulting from fire, explosion, vandalism, water, malicious mischief, collapse, riot, aircraft, smoke, or any acts of God, and other occurrences and forms of insurance as required by the City’s Risk Management Department.

The party to whom the Contract is awarded will be required to execute the Contract and submit the Insurance Certificates and Insurance Endorsements on the required forms within ten (10) calendar days from the date of the Notice of Award. If Bidder fails to execute said Contract and to furnish said Insurance Certificates and Insurance Endorsements within ten (10) days from the date of this Notice, said agency will be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned. The City will be entitled to such other rights as may be granted by law.

## **SECTION 4-PERFORMANCE OF WORK**

**4-A TERMINATION OF CONTRACT** -- Failure to perform specified items of work as provided in these Special Provisions, after receipt of three (3) formal notices of non-compliance, will constitute good and sufficient grounds for terminating the entire contract, or any portion thereof. Notice of termination will be given in accordance with the cancellation provisions of the Contract, and will be effective 45 calendar days after the date said notice was mailed.

Notification of any termination will be given to the surety, who shall have the right to take over the contract within 15 days of being notified. Failure of the surety to assume the provisions of the contract within 15 days shall constitute grounds for the City to assume responsibility for providing maintenance services with the right to recover damages from the principal or the surety arising from the principal's failure to perform.

**4-B NOTICE TO VENDORS** -- Any Vendor who has their contract terminated by the City for non-performance shall be deemed a "non-responsible" bidder for a period of three years following the date of termination and will not be allowed to submit a bid for any other landscape maintenance contract during that period.

## **SECTION 5-LEGAL REQUIREMENTS**

**5-A DISCRIMINATION/AFFIRMATIVE ACTION CLAUSE** -- Vendor hereby certifies that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status or national origin.

Vendor shall promote affirmative action in its hiring practices and employee policies for minorities and other designated classes in accordance with federal, state and local laws. Such action shall include, but not be limited to, the following: Recruitment and recruitment advertising, employment, upgrading and promotion. In addition, Vendor shall not exclude from participation under this Agreement any employee or applicant for employment on the basis of age, handicap or religion, in compliance with state and federal laws.

## **SECTION 6-PAYMENTS / MISCELANEOUS**

**6-A PAYMENTS** -- Reserved

**6-B PAYMENTS WITHHELD** -- The City may withhold payment to such extent as may be necessary to protect the City from loss due to:

1. Deficiencies noted during inspection of equipment at delivery.
2. Claims filed or reasonable evidence indicating probable filing of claims by third parties against the City arising from the performance of the Vendor under this agreement.

**6-C ATTORNEY'S FEES** -- The prevailing party in any legal action to enforce or interpret any provisions of this Agreement will be entitled to recover from the losing party all attorney fees, court costs, and necessary disbursements in connection with that action. The costs, salary and expenses of the City Attorney, and members of his office, in connection with that action shall be considered as attorney's fees for the purpose of this agreement.

**6-D FEDERAL LOBBYING RESTRICTIONS** – Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completion disclosure form as part of the bid documents.

A certificate for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form – LLL, “Disclosure of Lobbying Activities”, with instructions for completion of the Standard Form is also included in the Proposal. Signing the proposal shall constitute signature of the Certification.

The above-reference certification and disclosure of lobbying activities shall be included in each sub-contract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Vendor, sub-Vendors and any lower-tier Vendors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Vendor, subVendors and any lower-tier Vendors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

# Flood Control District: ALL-WHEEL DRIVE COMPACT TRACTOR

BID ID:

OVERVIEW PROJECTS / SPECIFICATIONS BID DOCS BID REQUIREMENTS PREFERENCE REGISTERED BIDDERS **QNA** ACCESS LIST PUBLISH BID

## QUESTIONS AND ANSWERS

[+ add new question and answer](#)

 FILTER

 RESET FILTER

Results: 1

1 | entries per page [10](#) [25](#) [100](#) [All](#)

<input type="checkbox"/>	Question/Answer	Posted	Status
<input type="checkbox"/>	Q: <input type="text"/>	By: Susan Almanza Date: 04/06/2017 16:44:01	
	A: <input type="text"/>		

PUBLISH SELECTED

1 | entries per page [10](#) [25](#) [100](#) [All](#)

## PUBLISHED QUESTIONS AND ANSWERS

 FILTER

 RESET FILTER

Results: None

FLOOD CONTROL DISTRICT: ALL-WHEEL DRIVE COMPACT TRACTOR  
REQUESTS FOR INFORMATION  
01370-3

## Flood Control District: ALL-WHEEL DRIVE COMPACT TRACTOR SUBSTITUTION REQUEST FORM

---

To: OWNER

Attn: Jessica Galloway, Special Districts Supervisor

Project: Flood Control District: All-Wheel Drive Compact Tractor (SPEC. #FCD 1-2024-25-01)

Specified Item:

Section	Page	Paragraph	Description
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The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION: \_\_\_\_\_

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the requests; applicable portions of the data are clearly identified.

Attached data also includes product description of changes to Contract Documents, which proposed substitution would require for proper installation.

The undersigned states that the following paragraphs, unless modified on attachments, are correct:

1. The proposed substitution will have no adverse effect on other work, directly related, or otherwise, the procurement schedule, or specified warranty requirements.
2. Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further states that the function, appearance, and quality of the proposed substitutions are equivalent or superior to the specified item.

SUBMITTED BY:

FOR USE BY OWNER:

Signature \_\_\_\_\_ ( ) Accepted ( ) Accepted as Noted

Firm: \_\_\_\_\_ ( ) Not Accepted ( ) Received Too Late

Address: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Remarks: \_\_\_\_\_

Telephone: \_\_\_\_\_

Attachments:



# **CITY OF PERRIS**

PUBLIC WORKS DEPARTMENT

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## **APPENDIX A: Ventrac Tractor 4520P and Additional Add- Ons Manufacturer Specifications**





# 4520 TRACTOR



# 4520 TRACTOR

## Model Comparison

	<b>4520K</b> VANGUARD Big Block	<b>4520P</b> KAWASAKI DFI	<b>4520Y</b> KUBOTA Diesel	<b>4520N</b> KUBOTA	<b>4520Z</b> KUBOTA
Stock Codes	39.51219	39.51216	39.51217	39.51225	39.51215
California Model Stock Code		39.51221		39.51227	
Accessory Kit: Front fenders, foot pegs, 4 rear weights, weight transfer	Optional	Standard	Standard	Standard	Standard

## Engines

Engine	Vanguard M54	Kawasaki FD851D DFI	Kubota D902	Kubota WG972 EFI	Kubota WG972-GL
Max Operating Speed	3600 rpm	3600 rpm	3600 rpm	3600 rpm	3600 rpm
Horsepower	31	31	25	32.5	32.5
Peak Torque	47 ft lb (64 nm)	47 ft lb (64 nm)	42 ft lb (57 nm)	51 ft lb (69 nm)	51 ft lb (69 nm)
Displacement	896cc	824cc	898cc	962 cc	962cc
Cylinders	2	2	3	3	3
Engine Oil	Ventrac Full Synthetic 10W30				
Cooling	Air	Liquid	Liquid	Liquid	Liquid
Fuel Type	Gasoline	Gasoline	Diesel	Gasoline	Gasoline
Fuel Capacity	6 gal (22.7 L)	6 gal (22.7 L)	6 gal (22.7 L)	6 gal (22.7L)	6 gal (22.7 L)
Fuel Economy <sup>^^</sup>	1.6 gal/hr (6 L/hr)	1.2 gal/hr (4.5 L/hr)	1.1 gal/hr (4 L/hr)	1.5 gal/hr (5.7 L/hr)	1.5 gal/hr (5.7 L/hr)
Slope Rating (continuous/intermittent)	25°/30°	30°/30°	20°/30°	20°/30°	20°/30°
Alternator	50 Amp	30 Amp	60 Amp	60 Amp	60 Amp

## Dimensions

Weight with standard hitch	*1385 lb (628 kg)	1620 lb (735 kg)	1705 lb (773 kg)	1700 lb (771 kg)	1690 lb (767 kg)
Weight with accessories kit	1610 lb (730 kg)	N/A	N/A	N/A	N/A
Weight with 3-point hitch	1690 lb (767 kg) w/ accr kit	1700 lb (771 kg)	1785 lb (810 kg)	1780 lb (807 kg)	1770 lb (803 kg)
Length with standard hitch (ROPS up)	81.5 inches (207 cm)				
Length with 3-point hitch	92 inches (234 cm)				
Width	48.5 inches (123 cm)				
Width with wheel extensions	54.5 inches (138.5 cm)				
Width with duals	73 inches (185.5 cm)				
Wheelbase (front axle to rear axle)	45 inches (114 cm)				
Height (ROPS up)	68 inches (173 cm)				
Height (ROPS down)	54 inches (137 cm)				
Turning Radius (single tires, standard position)	39 inches (99 cm)				
Turning Radius (position 2)	54 inches (137 cm)				
Turning Radius (position 3)	68 inches (173 cm)				
Oscillation amount (@ wheel)	7.5 inches (19 cm)				
Ground Clearance	5 inches (13 cm)				

<sup>^^</sup> Fuel Economy tested with HM602 mower for comparison purposes.  
Application conditions & attachment will affect fuel economy.

All specifications subject to change without notice or obligation



The Ventrac 4520 tractor was built with you in mind. From the advanced electrical system, redesigned frame, more safety and comfort features; the 4520 offers the reliable performance, astounding versatility and comfortable handling you have come to expect.

Like all Ventrac tractors, the 4520 utilizes All Wheel Drive and an articulating chassis with a low center of gravity to provide superior traction, braking, stability, and security on tough terrain and slopes without disturbing turf when turning.

## Over 30 Ventrac Mount Attachments

Choose from over 30 professional grade Ventrac Mount attachments to transform your Ventrac into a productivity powerhouse. This incredibly rugged and dependable machine is a wise business investment for golf courses, schools and universities, parks, street maintenance departments, commercial mowing services, contractors, wineries, farms, property management associations, estate owners and anyone needing one machine to do it all.

## STANDARD FEATURES

- Pre-Wired Plug & Play Wiring Harness
- Premium Comfort Seat
- Advanced Electronic Instrument Panel
- 6 Function Warning Gauge & Alarm
- Conveniently Located PTO Belt Tensioner
- On-board Diagnostic System
- Sealed Electrical System
- Thermostatically Controlled Oil Cooler
- Battery Disconnect Switch with Circuit Breaker
- Automotive Style Parking Brake
- Universal PTO Switch
- S.D.L.A. Operator Controls
- Weight Transfer System\*
- \*Optional on 4520K, standard on other 4520 Models
- USB Charger

## Optional Accessories:

- Turf Tires, Chains
- Category 1 3-Point Hitch
- Cold Weather Cab
- Additional Lighting & Signaling Packages
- Electrical Power Outlets
- Digital Slope Indicator
- Dual Wheel or Wheel Extensions for Slope

Visit [www.ventrac.com/accessories](http://www.ventrac.com/accessories) for full list.



# 4520 TRACTOR (cont.)

## Electrical

Battery	475 CCA (Group 51R)
Voltage	12 volts
Battery Disconnect	Standard, with 150A System Circuit Breaker
Fuses	Sealed, Mini Fuse and J-Case styles

## Drivetrain

Hydraulic Pump	Danfoss DDC-20
Pump Drive	Direct Drive (Double U-Joint Drive-shaft)
Hydraulic Motors	MPIM
Transaxles	Peerless 2600 series
Axles	Peerless 40mm (forged) with integrated forged hub
Hydraulic Oil Cooler	Aluminum w/ Thermostatically controlled Electric Fan
Hydraulic Oil Filter (Suction)	25 micron
Hydraulic Oil Filter (Pressurized)	10 micron

## Hitch and PTO

Front Hitch	Ventrac Mount System
Electric PTO clutch with Brake	Ogura GT3.5 (250 ft lb) (339 nm)
Rear Hitch	2 inches Receiver
3-Point Hitch	Optional Category 1 3-Point Hitch

## Tires

Standard (All Terrain)	22x12-8
Optional Turf	22x11-10

## Travel Speed (F/R)

Low Range	5 mph (8 kph) forward / 4 mph (6 kph) reverse
High Range	10 mph (16 kph) forward / 8 mph (13 kph) reverse

## Instruments, Gauges, and Alarm

Gauges	Tachometer, Speedometer, Hour Meter, Engine Temperature (liquid cooled engines only), Fuel Level, Volt Meter
Indicator Lights ^ Activates Audible Alarm	Parking Brake, Engine High-Temp^, Hydraulic Oil High Temp^, Low Voltage^, Low Oil Pressure^
Switches	Key, PTO, and Lights

## Lights

Head Lights	(4) LED 1000 Lumen
Tail Lights	(2) Red LED Lights

## Controls

Forward Reverse	S.D.L.A. (Speed, Direction, Lift, and Auxiliary) Handle; Optional Foot Pedal
Attachment Lift	S.D.L.A. (Primary Handle)
Auxiliary Hydraulics	S.D.L.A. (Secondary Handle)
Throttle	Dash Mounted
Front Hitch Lock	Column Mounted (Accessible from Seat)
PTO Belt Tensioner	Front Mounted, Automatic Tension Controlled
Weight Transfer	5 position
High/Low Range	Single Lever, Column Mounted
3 Pt Controls (Optional)	Lift + 2 sets of Auxiliaries
Steering	Power Steering

## Other Features

Tool Box	Optional
Cup Holder	Standard
Seat	Deluxe High Back Seat (arm rests and suspension seat optional)

## ROPS

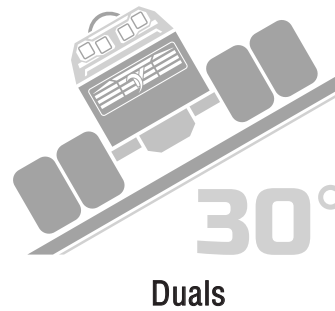
Folding ROPS	Standard
Heavy Duty Off-Road Seat Belt	Standard

All specifications subject to change without notice or obligation

# Max Slope Rating (in any direction)

	Single Tires	Dual Wheels
4520* w/Front Attachment (unless specified otherwise below)	20°	30°
4520 w/Cab	10°	Not Recommended
4520 w/Spreader	10°	Not Recommended
4520 w/RV602	10°	15°
4520 w/KH500	5°	Not Recommended
4520 w/MA900	10°	18°

\*Attachments, accessories, and tire configuration may reduce the 4520 power unit's maximum angle of operation. Refer to applicable operator manuals for maximum angle of operation of equipment.



# ENGINE RATINGS

Model #	4520K	4520P	4520Y	4520N	4520Z
Engine	B&S Vanguard Model 54	Kawasaki FD851D	Kubota D902	Kubota WG972 EFI	Kubota WG972-GL
Fuel	Gas	Gas (DFI)	Diesel	Gas	Gas
Max Slope Intermittent Use***	30° (58%)^	30° (58%)	30° (58%)^	30° (58%)^	30° (58%)^
Max Slope Continuous Use***	25° (47%)	30° (58%)	20° (36%)	25° (47%)	20° (36%)

\*\*\* For slope operation over 20°, Wheel Extensions are required for up to 25° or Dual Wheels are required for up to 30°



Digital Slope Gauge  
Recommended for operation on slopes.



## Intermittent Use Defined

^ The engine may operate between 20° and 30° for up to 10 minutes. If 10 minutes is reached, the engine must be returned to 20° or less to assure proper oil lubrication. After returning to 20° or less, the intermittent cycle can be repeated. The 4520P Kawasaki DFI engine is rated for 30° continuous operation and does not have this requirement.

All specifications subject to change without notice or obligation







**VENTRAC**





Shown with Turf Tires

### SPECIFICATIONS

Stock Code

All Terrain	70.4067 (1 kit per tractor)
Turf	70.4068 (1 kit per tractor)
Bar	70.4069 (1 kit per tractor)
Weight	80 lbs (36.25 kg) (per axle)
Additional Tractor Width	24 inches (12 inches/tire) (61 cm)

All specifications subject to change without notice or obligation

#### Note:

- (A) Do NOT use dual wheels when using the Ventrac VERSA-Loader.
- (B) Engine manufacturers' maximum angle of operation is 25° for continuous use (all directions) and 30° intermittent use\*. The 4500P Kawasaki DFI is rated for 30° continuous use.
- (C) Do NOT use with Wheel Extensions

\* Intermittent use is up to 10 minutes on the slope, then return to level ground before returning to the slope.

Dual Wheels are available for the 4000 series tractors. They are designed to increase stability, traction, and safety on slopes. Dual wheels are also great for reduction of soil compaction on delicate ground. Once the dual hubs have been installed on each wheel, the duals can be quickly mounted and dismounted.\*

Duals are recommended for sandy soils or where a broad distribution of tractor weight is desired, including when driving sideways on slopes greater than 20 degrees (not to exceed 30 degrees).

Duals are only one of numerous considerations for safety on slopes; speed, terrain, irregularities, and stopping the unit are other serious factors to consider for safe operation of the tractor.

\*Recommended tire pressure for dual wheels can be found in the 4500 operator manual and also on the sticker inside of the hood



Shown with Standard Tires

TRACTOR COMPATIBILITY KEY:



500 Venture Drive  
Orrville, OH 44667  
1.866.836.8722

Fax: 330.683.0000  
www.ventrac.com  
info@ventrac.com



### SPECIFICATIONS

Stock Code	70.4038
Shipping Weight	15 lbs (6.8 kg)

All specifications subject to change without notice or obligation



The Hydraulic Top Link is a great accessory to use with the Ventrac Category One 3-Point Hitch option. It allows for fast and easy mounting of attachments when used with the Ventrac 3-N-1 Hitch. (Blades, Slip Scoops, Terra Rake, etc.)

When used with standard 3-Point mounted attachments it allows for quick and easy adjustment forward and aft. Mounted to the 3-N-1 Adapter, it makes adjustment simple in varying conditions.

When the Hydraulic Top Link is used with the Ventrac 3-N-1 Hitch it requires using the rear remote outlets.

**Note:**

If you are also using an attachment that requires use of the rear outlets, on units prior to serial #4200-WEB2555 and #4100-KDC1391, accessory kit 39.56104 is required to give a second set of rear remote outlets.

TRACTOR COMPATIBILITY KEY:



500 Venture Drive  
 Orrville, OH 44667  
 1.866.836.8722

Fax: 330.683.0000  
[www.ventrac.com](http://www.ventrac.com)  
[info@ventrac.com](mailto:info@ventrac.com)





Rear mounted attachment on 3-N-1 Adapter shown with optional Hydraulic Top Link



TRACTOR COMPATIBILITY KEY:



The 3-N-1 Adapter is a useful accessory for all Ventrac's with a 3-Point Hitch. It allows the tractor to tow with a Reese® style receiver (not included), transport and use select Ventrac attachments on the rear of the tractor, and mount rear weights for front attachments that need extra weight to counter balance the load.

The 3-N-1 Adapter has a lock-in lever for locking on attachments and is able to operate non-PTO-powered attachments. This enables you to mount two attachments for use on the front and rear of the tractor at the same time.

### STANDARD FEATURES

- Rear attachment mounting
- Towing capacity

### OPTIONAL ACCESSORIES

- Rear Suitcase Weights
- Hydraulic Top Link

### 3-N-1 ADAPTER REQUIRED FOR:

- KH500 Loader (for tractors with a 3-Point Hitch)

### SPECIFICATIONS

Stock Code	39.56114
Optional Weight Kit (2 weights/Kit)	70.0102
Optional Hydraulic Top Link	70.4038

All specifications subject to change without notice or obligation



Optional Weights (up to six 42lb weights)



500 Venture Drive  
Orrville, OH 44667  
1.866.836.8722

Fax: 330.683.0000  
www.ventrac.com  
info@ventrac.com





# TOUGH CUT

HQ682



# TOUGH CUT

Model	HQ682
Stock Code	39.55118
Width of Cut	68 inches (173 cm)
Number of Blades/Type	3 blades, 5/16 x 2½ x 23 inches (79mm x 6.35cm x 58cm)
Cutting Height (with Swivel Wheels Removed)	3 – 4¼ inches
Cutting Height	3½ - 7 inches (89 to 178 mm)
Deck Construction	Multi Gauge, 5/16 inch (7.9 mm) at spindle mount
Spindles/Pulleys	Field Serviceable w/ Top Grease Fittings

## Optional Accessory

Hydraulic Flip-Up Kit	70.8226
-----------------------	---------

## Dimensions

Length	59 inches (150 cm)
Width	69 inches (175 cm)
Height	22 inches (56 cm)
Weight	475 lbs (215.5 kg)

All specifications subject to change without notice or obligation

## STANDARD FEATURES

- Rear Adjustment for Deck Pitch
- Heavy Duty Blades
- Tilt-Up Deck
- Ventrac Mount System
- Front Caster Wheels

## OPTIONAL ACCESSORIES

- Hydraulic Flip-Up Kit



The HQ682 **Tough Cut Mower** is the mower of choice for mowing high grass, thick weeds, and heavy brush. A large baffled front opening assists in directing materials into the deck and helps hinder debris from escaping. Three heavy-duty blades counter rotate to cut and deposit waste evenly without windrowing. Capable of tackling saplings and large thorn bushes, the Tough Cut makes short work out of overgrown thickets.

The HQ682 comes with front caster wheels as a standard feature. Four tie-down points have been added for secure trailering.

The Tough Cut has adjustable cutting height ranging from: 3" - 7". Easy servicing of belts and pulleys is provided by the hinged and removable cover. The manual tilt-up deck provides access under the deck. A hydraulic flip-up kit is available as an option for easier access to the underside of the deck for cleaning and blade replacement.



# KH500

VERSA-LOADER



- Quickly Connects To Tractor
- Joy Stick Controls
- Lifts Over 6 Feet



# VERSA-LOADER

Model	KH500
Stock Code w/Bucket	39.55600

## Optional Loader Accessories

Pallet Forks	39.55630
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## Optional Tractor Accessories

3-N-1 Hitch w/ 3-Point Hitch	39.56114
------------------------------	----------

**OR**

Weight Bar (without 3-Point Hitch)	39.56116
Weight Kit (2 each)	70.0102

Foot Pedal	39.56108
------------	----------

## Dimensions

Lift Capacity Including Tools	500 pounds (227 kg)
Lift Height (at Pivot Pins)	77 inches (196 cm)
Oil Tank Capacity	6 gallons (22.7 L)
Gallons/min. @ 3600 RPM	9.5 GPM (35.96 L)
Overall Width	48.5 inches (123 cm)
Overall Length with Standard Bucket	75 inches (191 cm)
Overall Length - Tractor, Loader, and Standard Bucket	111 inches (282 cm)
Overall Height on Tractor	67 inches (170 cm)
Capacity of Standard Bucket	5 cubic feet (.14 cubic meters)
Weight without Tools	508 lbs (230 kg)
Shipping Weight for Versa-Loader	1037 lbs (420 kg)
Shipping Weight- Pallet forks	147 lbs (67 kg)

All specifications subject to change without notice or obligation



The KH500 Versa-Loader functions much as you would expect a loader to do, but has more versatility than many other similar machines.

**Note:** KH500 loader attachment can not be used with:

- (a) The Ventrac Cab
- (b) Dual Wheels



## STANDARD FEATURES

- Ventrac Mount System
- Intermediate roll bar for added operator protection
- Joy Stick Operator Control
- 5 cubic ft. (.14 cubic meters) bucket

## LOADER ACCESSORIES



Pallet Forks

TRACTOR COMPATIBILITY KEY:







# BOOM MOWER

MA900



# BOOM MOWER

Model	MA900
Stock Code	39.55170
Overall Height	87 1/2" (222.3 cm)
Overall Length	58" (147.3 cm)
Overall Width	63" (160 cm)
Weight	880 lbs (399.2 kg)
Cutting Width	39" (99.1 cm)
Material Cut Diameter	1/2" (13 mm)
Vertical Reach (from ground)	142" (361 cm)
Horizontal Reach (outside of single wheels)	115" (292 cm)
Horizontal Reach (outside of dual wheels)	103" (262 cm)
Max Flat Top Cut (from ground)	82" (208 cm)

All specifications subject to change without notice or obligation

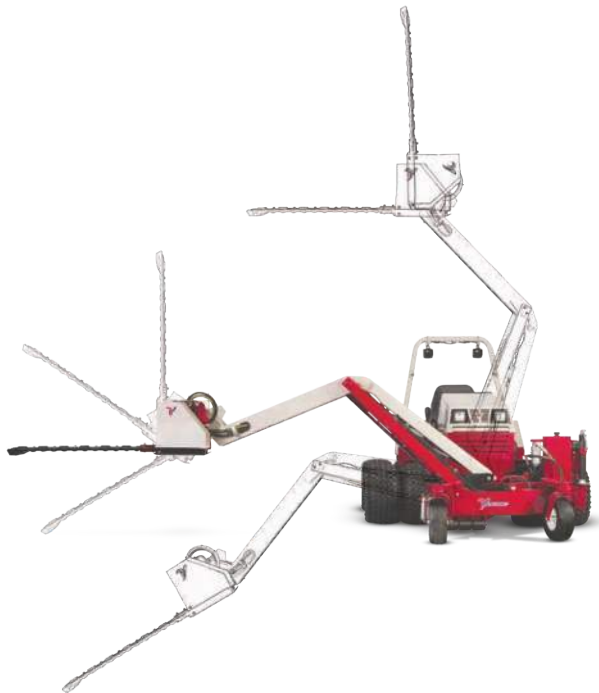


## Standard Features:

- Out front design increases visibility
- Maintains head angle when extending or retracting boom arms  
39" (99.1 cm) double action sickle bar
- Head angle ranging from 45° below horizontal to 90° vertical  
(135° total range)
- Ability to operate on 10° slopes when used with power unit equipped with single wheels or 18° slopes when used with power unit equipped with dual wheels

## Accessories:

- 12V Front Kit 4500
- Dual Front Auxilliary Hydraulic Kit 4500
- Spool Float Hydraulic Valve Kit 4500
- Mid Weight Bar Kit 4500
- Suitcase Weight - 42 lbs w/box



# CANOPY

70.4169



**VENTRAC**

FLEXFRAME



# CANOPY

Stock Code 70.4169

## Dimensions

Weight	62 lbs (28 kg)
Width	42.6 inches (108.2 cm)
Length	56 inches (142.2 cm)
Overall Adjustable Height	1.5 in (3.8 cm)
Standard Height	16 in (40.6 cm) Above top of rollbar to top of canopy
Second Height Option	17.5 in (44.5 cm) Above top of rollbar to top of canopy

## Optional Fan Specs

Stock Code	70.4170
Electric Fan	12 in (30.5 cm)
Max Air Flow	1000 CFM
Fan Speeds	3 Options

All specifications subject to change without notice or obligation



## AVAILABLE KITS

- 70.4170 – Kit, Fan for Canopy
  - 5 Mounting Options Available
- 70.4171 – Kit, Strobe Light for Canopy
- 70.4172 – Kit, Front Work Light for Canopy
  - Requires 70.4173 -Kit, Work Light LED 4520/4500







# FLAIL MOWERS

MW/MY

# FLAIL MOWER

Stock Code	39.55147	39.55149	39.55142	39.55148
Model	MW722	MY722	MW560	MY562

## Application

Vegetation Volume	Low-Med	Low-High	Low-Med	Low-High
Cutting Style	Fine Turf	High Volume	Fine Turf	High Volume

## Dimensions

Cutting Width	72 inches (183 cm)	72 inches (183 cm)	56 inches (142 cm)	56 inches (142 cm)
Length (front to end of hitch arm)	63.5 inches (161 cm)	63.5 inches (161 cm)	64.5 inches (164 cm)	64.5 inches (164 cm)
Width	79 inches (201 cm)	79 inches (201 cm)	63 inches (160 cm)	63 inches (160 cm)
Height	27.75 inches (70 cm)	27.75 inches (70 cm)	27.75 inches (70 cm)	27.75 inches (70 cm)

## Cutting System

Blade Type	Scoop	"Y"	Scoop	"Y"
Blade Count	36	72	24	48
Rotor Diameter	12.5 inches (31.75 cm)	12.75 inches (32 cm)	12.5 inches (31.75 cm)	12.75 inches (32 cm)
Rotor Direction-of-operation	"Forward"	"Forward"	"Forward"	"Forward"
Rotor Speed (RPM, at 3600 Tractor RPM)	3000	3000	3000	3000

## Frame Design

Height of Cut Adjustment	1-5 in	1-5 in	1-5 in	1-5 in
Oscillation Amount	9.3 in (Over rear roller width)	9.3 in (Over rear roller width)	TBD	TBD

## Features

Maximum Cutting Size	0.5 inches	0.5 inches	0.5 inches	0.5 inches
Flip Up	Yes	Yes	Yes	Yes
Height Adjustment	2 levers, no tools required	2 levers, no tools required	2 levers, no tools required	2 levers, no tools required

All specifications subject to change without notice or obligation



FINE FLAIL



FAST FLAIL





The new Ventrac Fine Cut and Fast Cut Flail Mowers are in a class of their own. With the out-front mounted design unique to Ventrac, these mower decks offer the ability to turn tall or dense areas into a quality finish cut for fast and efficient property management. Flail mowers are a perfect choice for any overgrown area with a variety of different types of vegetation. Add Ventrac's capabilities to mow difficult areas such as slopes, wet areas, or retention basins, and these mowers will step up your game when it comes to maintaining any property.

The two available models, Fine Cut and Fast Cut, feature unique knife options and offer two width options for more versatility of cut, speed, and application. Cutting widths for the decks are 56" and 72" wide and offer the most versatility for specific property needs.

The Fine Cut Flail (MW560/MW720) is equipped with scoop knives, and it will achieve a quality cut with a more finished look on grassy material that gets mowed 3 to 8 times per year.

The Fast Cut Flail (MY560/MY720) features Y knives, and it is for a dense or brush- type material application. The Fast Cut is a good choice for areas of overgrown brush and vines that do not require regular mowing, but you still want a better finish result than a typical rotary rough-cut mower.

A flail mower cuts by using knives attached to a balanced rotor. The rotor runs parallel with the ground, and the hanging knives spin vertically to cut the grass. This system can produce a high-volume cutting process as it grabs the grass while holding it under the mower for a longer time, allowing it to shred into fine cuttings that are then dispersed evenly along the width of the mower. Evenly dispersed clippings allow for less windrowing and clumping of grass that can kill turf. Flail mowers also provide a much more pleasing aesthetic result than alternative types of rough-cut mowers.

The swinging knives typically handle impact from debris better than fixed rotary blades, and replacing a knife is easier and less expensive than replacing a rotary cutting blade. A huge benefit of the Ventrac Flail mowers is the cut height adjustment mechanism, which allows the user to adjust cut height faster, easier, and with more precision. The process of changing the height-of-cut on a Ventrac flail mower does not require tools and can be accomplished in under a minute.





**VENTRAC**



# VENTRAC

## V-PLUS WARRANTY

All new Ventrac tractors and attachments purchased in the United States and Canada are covered by Ventrac's V-Plus Warranty, so you can purchase with confidence! Under the V-Plus, we will repair, replace, or adjust any part manufactured by Venture Products, Inc. that is defective in material and/or workmanship.

### 2-Year Commercial Limited Warranty

SSV/3000/4000 series tractors and attachments

- 2 years with **unlimited** hours

### Engine Warranty\*

Covered by engine manufacturer

- Briggs 3/LC = 2-year w/ 3rd major parts only
- Briggs V-twins = 3-year
- Kawasaki V-twins = 3-year
- Kubota 3 cylinder = 2-year or 2000 hours\*\* with 3rd year major parts only or 3000 hours\*\*

\*Please refer to the engine manufacturer's warranty statement included in your owner's manual.

\*\* Whichever occurs first

### Exclusions

Replacement parts - limited to 90 days



### Limitations and Conditions

Ventrac equipment, including defective parts, must be returned to your authorized Ventrac dealer within the warranty period. The warranty extends to the cost to repair or replace (as determined by V.P.I.) the defective part. The expense of pickup and delivery of equipment, service call drive time or any transportation expense incurred for warranty repair is the responsibility of the owner. Proof of purchase may be required. Warranty work must be completed by an authorized Ventrac dealer.

This warranty extends only to Ventrac turf equipment operated under normal conditions and properly serviced and maintained. The warranty does not cover repair of damage due to normal use, wear and tear, maintenance services, repair of damage related to abuse, neglect, accident or use of the turf equipment which is not in accordance with operating instructions in the operator's manual, or damage resulting from repair of Ventrac turf equipment by person or persons other than an authorized Ventrac service dealer or the installation of parts other than genuine Ventrac parts or Ventrac recommended parts.