AGREEMENT
CHINO POLICE DEPARTMENT WAINSCOTING INSTALLATION

THIS AGREEMENT is made and entered into this 6th day of June, 2019 by and between THE CITY OF CHINO, a municipal corporation, hereinafter called “City”, and Chino Cabinet Company, hereinafter called “Contractor”.

WITNESSETH, that the parties hereto mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by City, Contractor agrees to perform and complete all of the work for the project entitled “CHINO POLICE DEPARTMENT WAINSCOTING INSTALLATION” in a good and workmanlike manner in accordance with all plans and specifications therefor, to furnish at Contractor’s sole cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as are expressly stipulated to be furnished by City, and to do everything required by the Contract Documents.

ARTICLE II: Contractor shall be responsible for furnishing all labor, materials, equipment, tools, and services, furnishing and removing all plants, temporary structures, tools, and equipment, and doing everything required by this Agreement and by the Contract Documents. Contractor shall also be responsible for all losses and damages arising out of the performance of the Work, from the action of the elements, or from any unforeseen difficulties that may arise during the prosecution of the Work until its acceptance by City; for all risks of every description associated with the Work; and for all expenses resulting from the suspension or discontinuance of the Work. City shall pay Contractor, and Contractor shall receive, for completing the Work in accordance with the requirements of the Contract Documents and in full compensation therefor, the price named in the Bid Proposal. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive a total contract amount of Nine Thousand Five Hundred Dollars ($9,500.00) for completion of the contract work.

ARTICLE III: The City hereby employs said Contractor to perform the work according to the terms of this Agreement for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assignees, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV: Contractor shall begin work within five (5) calendar days after receiving a Notice to Proceed from the City and the work shall be completed within fourteen (14) working days from the date on which the work was started. If the work is not completed within said time period, liquidated damages shall apply.

ARTICLE V: The Notice Inviting Bids, the Summary of Work, the Instructions to Bidders, the Bid Documents, the Required Post-Bid Documents, the General Provisions, the Special Provisions, the Technical Specifications, and all other drawing, plans, or specifications for the Work (collectively, “Contract Documents”) are hereby incorporated into and made part of this
ARTICLE VI: Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

ARTICLE VII: No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation. Similarly, Contractor 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.

ARTICLE VIII: 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 San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and 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 San Bernardino, State of California.

ARTICLE IX: 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 Contractor 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.

ARTICLE X: No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which
may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

**ARTICLE XI:** 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 or any other rule of construction which might otherwise apply.

**ARTICLE XII:** In the course of its work under this Agreement, the Contractor, its agents and employees shall be bound by and comply with all applicable federal, state and local laws and requirements.

**ARTICLE XIII:** 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) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the day and year first above written.

Approved as to Form: ____________________________  Approved as to Content: ____________________________

City Attorney

Linda Reich
Director of Community Services
Department

CHINO CABINET COMPANY, INC.

Dated: ____________________________  By: ____________________________ (Signature)

Name: ____________________________ (Please Type or Print Name)

Title: ____________________________ (Please Type or Print Title)

CITY OF CHINO

Matthew C. Ballantyne, City Manager

Dated: ____________________________

ATTEST:

Angela Robles, City Clerk

Date
FAITHFUL PERFORMANCE BOND

CHINO POLICE DEPARTMENT WAINSCOTING INSTALLATION

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as “CITY” and ________________, hereinafter designated as “PRINCIPAL,” have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated ________________, and identified as Project No. ________________, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and ________________, as surety, are held and firmly bound unto the City of Chino in the penal sum of ________________ Dollars ($____________) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on ________________.

______________________________  ________________________________
PRINCIPAL                              SURETY

By: ______________________________  By: ______________________________

SIGNATURES MUST BE NOTARIZED
LABOR AND MATERIAL BOND

CHINO POLICE DEPARTMENT WAINSCOTING INSTALLATION

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as “CITY” and ____________________________, hereinafter designated as “PRINCIPAL,” have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated ____________________________, and identified as Project No. _______ is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required to furnish a bond in conjunction with said agreement, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Principal and Surety, are held and firmly bound unto the City in the sum of ________________________________ ($______________), this amount being not less than one hundred percent (100%) of the total agreement price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney’s fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Principal, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the agreement; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney’s fees incurred, with or without suit, in addition to the above sum.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on ____________________________.

______________________________   ________________________________
PRINCIPAL                        SURETY
By: ____________________________   By: ____________________________

SIGNATURE(S) MUST BE NOTARIZED
WARRANTY BOND

CHINO POLICE DEPARTMENT WAINSCOTING INSTALLATION

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as “CITY” and 
___________________, hereinafter designated as “PRINCIPAL,” have entered into an agreement whereby 
Principal has agreed to warrant and guarantee the installation, completion, and maintenance of certain designated 
public improvements, which said agreement, dated ______________________, and identified as Project No. 
______________, is hereby referred to and made a part hereof; and 

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the warranty 
of said improvements.

NOW, THEREFORE, we, the Principal, and 
______________________________, as 
surety, are held and firmly bound unto the City of Chino in the penal sum of 
______________________________, Dollars ($__________________) lawful money of the United 
States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, 
and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal, his or its heirs, executors, administrators, 
successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, 
conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or its part, 
to be kept and performed thereof made as therein provided, on his or its part, to be kept and performed at the 
time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall 
indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation 
shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be 
included costs and reasonable expenses and fees including reasonable attorneys’ fees, incurred by the City in 
successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of 
the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any 
way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, 
alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, 
on ______________________.

PRINCIPAL

By: _________________________________

SURETY

By: _________________________________

SIGNATURE(S) MUST BE NOTARIZED
NOTICE OF AWARD

TO: ____________________________                              FOR: ____________________________
        (CONTRACTOR)                                 ____________________________

CHINO POLICE DEPARTMENT WAINSCOTING INSTALLATION

Your Bid proposal dated ____________________________, is accepted for the total contract price of $______________________________.

You are required to execute the documents specified in Section 5 – Required Post-Bid Documents of the Notice of Inviting Bids within ten (10) calendar days from the date of this Notice of Award.

Please sign this Notice of Award upon receipt and return to:

City of Chino
Attention: Keith Martinez, Assistant Project Coordinator
13220 Central Avenue
Chino, CA 91710

RECEIVED:

CONTRACTOR                              THE CITY OF CHINO

By: ____________________________                              By: ____________________________
        ____________________________                              ____________________________
        (Title)                              Assistant Project Coordinator
        (Date)                              (Date)
NOTICE TO PROCEED

TO: 

DATE: 

FROM: Keith Martinez, Assistant Project Coordinator for City of Chino

Notice is hereby given that you are authorized and directed to proceed with the following work in accordance with the contract documents for:

CHINO POLICE DEPARTMENT WAINSCOTING INSTALLATION

These documents have been received and are on file with the City Clerk of the City of Chino:

DOCUMENT

- Fully Executed Agreement
- Labor and Material Bond (100%)
- Faithful Performance Bond (100%)
- Warranty Bond (10%)
- Certificates of Insurance and Endorsements
- IRS Form W-9

Under the terms of the Contract, work is to begin within five (5) calendar days from the date of this Notice to Proceed and is to be completed within fourteen (14) working days from the date on which the work was started.

Keith Martinez
Assistant Project Coordinator