

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of Street Sweeping Services ("Agreement") is made and entered on this 15th day of October, 2019 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Cannon Pacific Services, Inc., dba Pacific Sweeping ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

- 1.1 City hereby engages Contractor to perform street sweeping services for City (the "Services").
- 1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

- 2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.
- 2.3 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.
- 2.4 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.
- 2.5 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

- 2.6 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.
- 2.7 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.
- 2.8 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, Work or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Contractor information in its possession that may assist Contractor in performing the Services.
- 3.2 City designates Chris Boatman, Facilities and Community Services Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A." The Services shall commence as of the Effective Date of this Agreement.
- 4.2 The term of this Agreement shall be for a period of three (3) years from the Effective Date of this Agreement (the "Term").
- 4.3 Contractor shall furnish a labor and material bond in the form attached hereto as Exhibit "B," in an amount equal to one hundred percent (100%) of the total compensation to be paid to Contractor pursuant to this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

- 5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of three hundred thirty thousand dollars (\$330,000) per year for a total not-to-exceed amount of nine hundred ninety thousand dollars (\$990,000). City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," entitled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.
- 5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom.

City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
(909) 798-7531

Contractor

Lee Miller, President
Cannon Pacific Services, Inc.
dba Pacific Sweeping
285 Pawnee St. Suite A
San Marcos, CA 92078
lmiller@pacificsweeping.com
(760) 471-9003

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "D" entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to performance of the Services.
 - B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles,

and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

- 6.2 Contractor shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:
- A. Does not make a governmental decision whether to:
 - (i) approve a rate, rule or regulation, or adopt or enforce a City law;
 - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
 - (iii) authorize City to enter into, modify or renew a contract;
 - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) grant City approval to a plan, design, report, study or similar item;
 - (vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.
 - B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.
- 8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.
- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.
- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any

amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: 
Paul W. Foster, Mayor

CANNON PACIFIC SERVICES, INC
DBA PACIFIC SWEEPING

By: 
Lee Miller, President

ATTEST:


Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

1. Contractor shall furnish, at its own expense, all labor, equipment and materials necessary for the satisfactory performance of the street sweeping services.
2. Contractor shall ensure that all locations are cleaned and/or swept free of all trash, dirt and debris. Locations that are inaccessible to a sweeping machine must be cleaned out by hand or other means. For example, corners or tight cul-de-sacs should be swept out by hand broom or blower and collected for disposal. After sweeping, curbs and gutter shall be left in a clean condition (free from residue).
3. Locations that cannot be directly cleaned with a sweeping machine (i.e. parked car with debris behind it), the Bidder shall be required to use a blower to clean off the identified infrastructure and then collect and dispose of the debris, or other cleaning methods as approved by the authorized City representative.
4. Contractor shall immediately notify and report to the authorized City representative the existence of large debris or illegal dumping that cannot be cleaned and disposed of by this contract.
5. Contractor shall make as many passes as are necessary to leave the streets in clean condition.
6. Contractor shall maintain a log that indicates dates, times, streets and miles swept. The log shall be available for the inspection by the Facilities & Community Services Director or his/her designee.
7. Holidays: Sweeping Services shall be provided on all holidays that the City provides refuse/recycle services.
8. Hours: Sweeping operations shall be conducted during hours that increase the benefit of the program. Residential shall be swept between 7 a.m. and 5 p.m. Commercial and Industrial areas shall be swept between the hours of 6:00 a.m. and 5:00 p.m. and downtown area shall be swept between the hours of 3:00 a.m. and 6:00 a.m.
9. Delays in Sweeping: Regular Sweeping shall not be required in the event of inclement weather.
10. Equipment: Sweeping shall be conducted by either mechanical broom sweeper, vacuum sweeper or combination sweepers. Mechanical broom sweepers may be approved by the City for certain heavy sweeping areas.
11. All sweepers utilized for services must be alternative fuel vehicles, fueled by compressed natural gas (CNG) or propane. City, as part of this Agreement, can sell CNG fuel to the firm

12. All sweepers shall be equipped to work with both recyclable and domestic (potable) water, the use of recycled water shall be priority while performing daily operations.
13. Contractor shall meet all Federal, State and local regulations, including, but not limited to SCAQMD Rule 1186.1.
14. Contractor shall have and maintain a minimum of three sweepers: Two (2) primary alternative fuel sweepers and one (1) back-up alternative sweeper for use in providing the services to the City.
15. In the event that a sweeper requires repair or replacement, a replacement sweeper will be provided so that the established inventory does not fall below the above stated requirements. The selected vendor shall maintain the sweepers in good, clean, working condition. Any of the primary sweepers needing to be permanently replaced due to age and condition of the vehicles shall be replaced with a new vehicle.
16. Global Positioning System (GPS) Tracking: All primary street sweepers shall have installed a GPS that will enable the City to view via the internet where the sweepers are at all times. The cost of the entire GPS system will be the responsibility of the selected vendor and the system must be capable of the following;
 - a. The system shall be internet based and the selected vendor shall provide to the City a minimum of two (2) accounts to have full access to the site.
 - b. The system shall be capable of gathering and reporting the following real time data: speed, direction, location on a map, address, distance traveled, brooms up or down water on or off.
 - c. The sweepers' path of travel superimposed on a map.
 - d. Generating an email alert whenever sweeper speeds exceed 5 mph or sweeper non-movement for periods in excess of one hour.
 - e. Generating daily reports of sweeper activity including the previously required elements.
 - f. Maintaining the data for a period of 90-days, after which data will be downloaded to the City for storage.
 - g. Two-way voice or text messaging communication between the City and the individual sweepers must be available.
 - h. GPS system must be up and running within 30 days of signing the agreement.
17. Response to complaints: Contractor shall respond within 24 hours to requests or complaints called in from the Department. Contractor shall investigate any complaints that may concern or involve the performance of the Street Sweeping Services. Contractor shall report to the

Facilities & Community Services Director or his or her designee, on the following working day, as to the action or procedure taken with reference to any complaints.

18. Disposal of Sweeping: Contractor shall utilize the County landfill to dispose of debris and trash or other designated disposal site that accepts debris and trash from a street sweeper.
19. Water: Contractor shall obtain a portable water meter from the water department customer service division, and shall obtain and pay separately for all water necessary for street sweeping services. City will not provide water for this contract.
20. Speed Limit of Sweepers: Sweepers shall not operate above 5 miles per hour, especially around curbs and bends, or optimal maximum speed as specified by the manufacturer for optimum sweeping.
21. Record Keeping: Contractor shall provide the following records:
 - a. Maintain a daily log detailing mileage and cubic yards/tons of materials collected.
 - b. Submit to the City a monthly report which summarizes curb mileage for residential, commercial and industrial disposal.
 - c. Provide a report that specifies number and nature of complaints received when they were responded to and how they were resolved.
 - d. Provide a report that contains lists of trees, vegetation, inoperative motor vehicles, and any other obstructions which impede sweeping.
22. Contractor may, from time to time, be required to attend a quarterly meeting at which monthly reports, complaint logs and other documentation will be reviewed and discussed.
23. Contractor shall utilize alternative fuel street sweepers and comply with all Federal, State and Local regulations pertaining to sweeper equipment operation including, but not limited to, SCAQMD Rules 1186.1. The Bidder shall also provide all necessary operational information and data that may be required to complete the reporting requirements of any legally established regulatory agency.
24. Licenses: Contractor shall obtain a current City of Redlands business license before services are rendered.
25. Event of Default/Liquidated Damages: Failure to complete the work in accordance with the agreement and specifications will result in damages being sustained by the City. Such damages are, and will continue to be, impractical and extremely difficult to determine. The following are events of default that shall be cause for liquidated damages:
 - a. Operation of sweeper without using sufficient water to control dust.

- b. Operation of sweeper exceeding the stated speed limits for operation.
 - c. Missing scheduled sweeping days without providing prior notice to the Facilities & Community Services Director or his or her designee (excluding inclement weather).
 - d. Poor results – i.e.: dirt left behind.
 - e. Any failure or refusal by proposer to perform in accordance with the terms of the agreement.
26. When observed violating the foregoing on the first occurrence, Contractor will be notified in writing by the City. Contractor shall respond within five (5) days with a written plan stating how compliance will be corrected. If Contractor violates the same specifications a second time, within a 30-day period, the City shall have the right to withhold payment of \$300.00 from the subsequent invoice following the month the violation occurred or went unresolved.

EXHIBIT "B"**LABOR AND MATERIAL BOND**

Whereas, the City Council of the City of Redlands, State of California, and Cannon Pacific Services, Inc., dba Pacific Sweeping (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated October 15, 2019, and identified as Street Sweeping Services is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Nine Hundred Ninety Thousand Dollars (\$990,000) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

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

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 2019.

(SEAL)

(SEAL)

(Contractor)

(Surety)

(Signature)

BY:

(Signature)

Address:

(Seal and Notarial Acknowledgment of Surety)

Telephone() _____

EXHIBIT "C"**("Fee Schedule/ Price")**

Item No.	Bid Item	Qty.	CANNON PACIFIC SERVICES DBA PACIFIC SWEEPING, SAN MARCOS, CA	
			Unit Price	Item Price
SCHEDULED WORK TIMCO 600 REGENERATIVE AIR VACUUM OR EQUIVALENT			\$ 376,512.00	
A1	DOWNTOWN AREA	2,778	24.00	66,672.00
A2	1ST & 3RD MONDAY	1,837	24.00	44,088.00
A3	1ST & 3RD TUESDAY	1,234	24.00	29,616.00
A4	1ST & 3RD WEDNESDAY	1,027	24.00	24,648.00
A5	1ST & 3RD THURSDAY	1,218	24.00	29,232.00
A6	1ST & 3RD FRIDAY	1,272	24.00	30,528.00
A7	2ND & 4TH MONDAY	1,685	24.00	40,440.00
A8	2ND & 4TH TUESDAY	1,390	24.00	33,360.00
A9	2ND & 4TH WEDNESDAY	1,262	24.00	30,288.00
A10	2ND & 4TH THURSDAY	950	24.00	22,800.00
A11	2ND & 4TH FRIDAY	1,035	24.00	24,840.00
CITY PARKS & PARKING LOTS			\$ 31,140.00	
B1	BROOKSIDE PARK	24,890	110.00	1,320.00
B2	CITY CORP YARD	375,558	275.00	3,300.00
B3	CIVIC CENTER PARKING LOT (ABOVE GROUND)	14,792	110.00	1,320.00
B4	CIVIC CENTER PARKING LOT (BELOW GROUND)	14,792	110.00	1,320.00
B5	COMMUNITY PARK	30,707	110.00	1,320.00
B6	CRAFTON PARK	10,531	110.00	1,320.00
B7	DT PARKING STRUCTURE (TOP LEVEL PARKING LOT)	34,529	150.00	1,800.00
B8	DT PARKING STRUCTURE (STREET LEVEL PARKING LOT)	34,529	110.00	1,320.00
B9	FORD PARK	31,533	110.00	1,320.00
B10	HILLSIDE MEMORIAL PARK	370,025	250.00	3,000.00
B11	JOSLYN SENIOR CENTER	20,538	110.00	1,320.00
B12	OAKMONT PARK	8,080	110.00	1,320.00
B13	PROSPECT PARK	28,422	110.00	1,320.00
B14	REDLANDS AIRPORT	13,600	475.00	5,700.00
B15	SPORTS PARK	219,500	125.00	1,500.00
B16	SYLVAN PARK	24,243	110.00	1,320.00
B17	7 TH STREET PARKING LOT	23,109	110.00	1,320.00
CALL OUT			\$ 4,800.00	
1	EXTRA WORK (EX: STORM CLEAN UP, CONSTRUCTION CLEAN UP)	40	120.00	4,800.00
2	EXTRA WORK (SPECIAL EVENT CLEAN UP	5	0.00	0.00
EXTRA WORK			\$ 14,400.00	
1	STREET SWEEPER & STREET SWEEPER OPERATOR RENTAL	120	120.00	14,400.00

EXHIBIT "D"**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

☒ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

☐ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Cannon Pacific Services Inc.
dba Pacific Sweeping

By: 
Lee Miller, President

Date: 12/2/19