

PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

BRENDA VILLA AQUATIC CENTER (BVAC) HVAC UPGRADES (located at 5600 Harbor Street, Commerce, CA 90040)



CITY OF COMMERCE

2535 COMMERCE WAY
COMMERCE, CA. 90040
TEL: (323) 722-4805

Prepared Under the Supervision of:

Maryam Babaki, P.E.
Director of Public Works and Development Services
City Engineer

Prepared and Issued by:

Public Works and Development Services Department

Date Issued:

January 14, 2019

BIDS DUE: Thursday, February 21, 2019 at 2:00 PM

Submit bids to: City of Commerce, Office of the City Clerk, 2535 Commerce Way, Commerce, CA 90040

NON-MANDATORY PRE-BID MEETING:

Tuesday, January 31, 2019, 10 AM, at job address: 5600 Harbor Street, Commerce, CA 90040

TABLE OF CONTENTS

Item

SECTION A. INSTRUCTIONS

00010	Table of Contents
00100	Notice Inviting Sealed Bids
00200	Instructions to Bidders

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

SECTION B. BIDDER'S PROPOSAL

00410	Bid Proposal Form
00430	Bid Bond Form
00431	Proposed Subcontractors Form
00450	Bidder Qualification Form
00451	Bidder Information Form
00453	Non-Collusion Affidavit

SECTION C. SPECIFICATIONS

Part 1	General Provisions
Part 2	Special Provisions

SECTION D. APPENDICES

Appendix A	Sample Contract to be executed
Appendix B	Project Plans

SECTION 00100
NOTICE INVITING SEALED BIDS

PUBLIC NOTICE IS HEREBY GIVEN that the CITY OF COMMERCE, referred to as "CITY", invites sealed bids for the above stated project and will receive such bids at Commerce City Hall in the Office of the City Clerk, 2535 Commerce Way, Commerce, California 90040, up to the hour of **2:00 PM** on **Thursday, February 21, 2019**, at which time they will be publicly opened and read aloud. Late proposals will not be considered.

Bid shall be submitted in a sealed envelope and plainly marked on the outside "**Bid for BRENDA VILLA AQUATIC CENTER (BVAC) HVAC UPGRADES – Do Not Open with Regular Mail**".

Late proposals will not be considered.

1. BID DOCUMENTS:

Electronic files of the Plans, Specifications and Contract Documents are available for download on the Planet Bids website at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=32906> Hard copy of the bid package will not be mailed.

2. Non-MANDATORY PRE-BID MEETING:

Tuesday, January 31, 2019, 10 AM, at job address: 5600 Harbor Street, Commerce, CA 90040. While the pre-bid meeting is non-mandatory, it is recommended that interested bidders attend this meeting to visit the site, review site conditions, ask questions, and obtain clarifications at the meeting.

3. SCOPE OF WORK:

The work to be done consists of furnishing all labor, materials, tools, equipment and incidental for the **BRENDA VILLA AQUATIC CENTER (BVAC) HVAC UPGRADES** as shown in **Appendix B – Project Plans**.

4. LOCATION OF WORK:

The project is located at **BRENDA VILLA AQUATIC CENTER (BVAC) (located at 5600 Harbor Street, Commerce, CA 90040).**

5. SCHEDULE OF WORK:

In accordance with the Standard Specifications, and/or as may be provided for within the herein Special Provisions, after notification of award and prior to start of any work, the Contractor shall submit to the Engineer for approval its proposed Construction Schedule. At a scheduled date prior to commencement of work, the Contractor and all subcontractors shall attend a pre-construction meeting at the job site.

Total construction duration is **50 working days (includes materials procurement**

and construction completed within specified working days). Please see Section A.00200 – Instructions to Bidders for the project schedule.

6. ESTIMATED COST OF WORK:

Estimated cost is in the range of **\$600,000.**

7. BID BOND:

Bids must be accompanied by a bid bond, made payable to the City of Commerce for an amount no less than ten percent (10%) of the bid amount.

8. CONTRACTORS LICENSE:

Contractor shall have a valid California General Contractor License, **Class B**, at the time of bid, at the time of award and during the performance of the work.

9. FEDERALLY FUNDED PROJECT:

This is not a Federally Funded Project.

10. DBE:

This project does not have a mandatory DBE participation (this is not a federally funded project.) However, the City hereby notifies all qualified bidders that it will affirmatively insure that qualified minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, religion, or handicap in consideration for an award. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor's or any such subcontractors under hire. The bidders and the selected Contractor shall not allow discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap.

Bids must be prepared on the approved proposal forms in conformance with the instructions to bidders and submitted in a sealed envelope plainly marked on the outside.

No bid will be accepted from a Contractor who has not been licensed in accordance with the provisions of the Business and Professions Code. The successful Contractor and his subcontractors will be required to possess business licenses from the City.

Any contract entered into pursuant to this notice shall become effective or enforceable against the City only when the formal written contract has been duly executed by the appropriate officers of the City. The City reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of sixty (60) calendar days.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or subcontractors,

offers and agrees to assign to the awarding body 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, services, or materials pursuant to the public work's contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

This project is subject to the requirements of SB 854.

No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The bid proposal must include a print out from the DIR registration website showing that the prime contractor and each subcontractor is currently registered.

No bid proposals will be accepted nor any contract entered into with a prime contractor without proof of registration as required above. [Unless within the limited exceptions from this requirement for bid proposals only under Labor Code Section 1771.1(a)]

The prime contractor will be required to post job site notices regarding Labor Code compliance as described in 8 California Code of Regulation section 16451(d).

11. CALIFORNIA PREVAILING WAGE

Bidder agrees to comply with California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 to the performance of its work on this project. Specifically, the Bidder agrees to:

1. Pay all workers not less than the general prevailing rate of per diem wages for work of similar character in the locality in which the public work is performed.
2. Pay all workers not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter.
3. Adhere to the compliance measures outlined in LC 1775(b) for any second tier subcontractors that the contractor chooses to use on this project.
4. If requested, submit certified payroll records to the City on a weekly basis. Records shall be provided no later than 5 days following the last day of each workweek.

5. Comply with the applicable requirements and joint apprenticeship standards as required by LC 1777.5.

If there are any questions regarding this project, please contact, via e-mail:

Name: Chidi Ugwueze, Facility CIP Project Manager

email: cugwueze@ci.commerce.ca.us

By order of the City Council of the City of Commerce, California

SECTION A
INSTRUCTIONS

SECTION 00200

INSTRUCTIONS TO BIDDER'S

1. GENERAL

Bidder shall examine these instructions carefully and be responsive to conditions with which must be complied with prior to bid. Bidders shall be aware of the requirements of codes referenced in the Bidding Requirements and in the Contract Documents.

2. BID DOCUMENTS

Electronic files of the Plans, Specifications and Contract Documents are available for download on the City website at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=32906> Hard copy of the bid package will not be mailed.

3. NON-MANDATORY PRE-BID MEETING

See SECTION 00100. NOTICE INVITING SEALED BIDS.

4. PROPOSAL FORMS

Bids shall be submitted in writing on forms provided by the City. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The City will not consider any proposal not meeting these requirements.

5. DELIVERY OF PROPOSAL

Bids must be prepared on the approved bid forms in conformance with the Instructions to Bidders and submitted in a sealed envelope on or before the date and time specified in SECTION 00100. NOTICE INVITING SEALED BIDS. The bids will be opened in Council Chambers shortly after the due date and read aloud. Late proposals will not be considered.

6. BID BOND

Proposals must be accompanied by a proposal guarantee consisting of a bid bond payable to the City in the amount not less than ten percent (10%) of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the City. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

7. EXAMINATION OF SITE

Bidders shall examine the site of the work and acquaint themselves with all conditions affecting the work. By submitting a bid, the Bidder shall be held responsible to have personally examined the site, to have carefully read the specifications, and to have satisfied itself as to its ability to meet all the difficulties attending the execution of the proposed contract before the delivery of this proposal, and agrees that if awarded the contract, will make no claim against the City based on

ignorance or misunderstanding of the specifications, site conditions and/or contract provisions.

8. PRE-BID INQUIRIES

All questions regarding this bid shall be directed via email, no later than **7 calendar days** prior to date and time and to the person specified in **SECTION 00100. NOTICE INVITING SEALED BIDS**. **It is the responsibility of the bidder to confirm transmission of correspondence.**

9. HAZARDOUS MATERIALS ABATEMENT – CERTIFICATION/REGISTRATION

If Contractor performs abatement work, Contractor must be certified for abatement work by the Contractors' State License Board and be registered by the Department of Industrial Relations, CAL-OSHA, pursuant to Title 8, California Code of Regulations, Section 341.6. If Contractor subcontracts the abatement work, Contractor need not be certified or registered for asbestos abatement, but the subcontractor must be listed in the Bid Form and must be certified by the Contractors State License Board and registered by the Department of Industrial Relations, CAL-OSHA, pursuant to Title 8, California Code of Regulations, Section 341.6.

10. AFFIRMATIVE ACTION

The City hereby notifies all qualified bidders that it will affirmatively insure that qualified minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, religion, or handicap in consideration for an award. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor's or any such subcontractors under hire. The bidders and the selected Contractor's shall not allow discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap.

11. CARTWRIGHT ACT REQUIREMENTS

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor's, or subcontractor's, offers and agrees to assign to the awarding body 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, services, or materials pursuant to the public work's contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor's, without further acknowledgment by the parties.

12. CONSTRUCTION SCHEDULE

In accordance with the provisions of Section 6-1.1 of the Standard Specifications for Public Works Construction ("Greenbook"), latest edition, and/or as may be provided for within the herein Special Provisions, after notification of award and prior to start of

any work, the Contractor's shall submit to the Engineer for approval its proposed Construction Schedule. The selected Contractor shall complete the project per the schedule within the **working days** specified in **SECTION 00100. NOTICE INVITING SEALED BIDS** of City's issuance of a Notice to Proceed.

The following is the project schedule showing important milestones the contractor shall adhere to:

Task No	Description	Date
1. City Task	Advertise for Bids	As indicated in SECTION 00100 NOTICE INVITING SEALED BIDS
2. City Tasks	Open Bids submit by bidders	As indicated in SECTION 00100 NOTICE INVITING SEALED BIDS
3. Bidder Task	Apparent Low Bidder shall submit a detailed breakdown of Schedule of Values for the work items to the City	Within 5 working days of being informed by the City that the bidder is apparent low bidder
4. City Task	Contract award by the City Council.	Date 1
5. City Task	City will send out Contract to Contractor for signatures.	Date 2 = Date 1 + 2 working days
6. Contractor Task	Contractor shall return signed Contract with required bonds and insurances to City, and Contractor shall submit a detailed Construction CPM (Critical Path) schedule for the work items to the City. Schedule shall assume the construction start date as 10 working days from the date established for Date 3.	Date 3 = Date 2 + 3 working days
7. City Task	City will counter sign the Contract and provide a fully executed Contract to Contractor.	Date 4 = Date 3 + 3 working days
8. Joint Task	A Pre-construction meeting will be held.	Date 5 = Date 4 + 3 working days
9. Scheduled Task	City will issue to the Contractor NTP (Notice to Proceed) to commence with the field construction work.	Date 6 = Date 5 + 4 working days (Effective Date of for the start of construction)
CONSTRUCTION DURATION From the project start date established based on Date 6 shown in Task 6, the contractor shall complete the project within the working days specified in SECTION 00100. NOTICE INVITING SEALED BIDS .		
All durations above related to Contractor tasks shall remain the same regardless of City's completion of City tasks.		

13. WORKING HOURS

Working hours for this project will be:

Day Work: 7:00 am - 6:00 pm, Monday – Friday for work outside and inside the building.

No work will be allowed on City observed holidays and weekends without prior approval by Director of Public Works and Development Services. Night work is not allowed, unless directed and approved by Director of Public Works and Development Services.

14. WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the City's designated official prior to the bid opening hour stipulated in the Notice Inviting Bids. Proposals may not be withdrawn after the bid opening hour stipulated in the Notice Inviting Bids without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

15. IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

16. DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime Contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime Contractor.

17. DISCREPANCIES AND MISUNDERSTANDINGS

Before submitting a Proposal, Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed, and fully inform themselves as to all existing conditions and limitations, and shall include in the Proposal, the cost of all items necessary in the completion of the project. The Bidder shall not be allowed any extra compensation by reason of any matter or thing, concerning that which such the Bidder might have fully informed them prior to the bidding. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job.

Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the City. Should a Bidder find

any ambiguity, inconsistency or error in the plans and project manual, or be in doubt as to their meaning, the Bidder shall notify the City, in writing as specified in the Notice Inviting Bids Section. Issues requiring clarification will be addressed in a written addendum response, sent to each Bidder, person or firm recorded by the City as having attended the mandatory pre-bid meeting. Any addenda issued by the City during the time of bidding are to be included in the proposal from the Bidder, and shall become a part of the Bid documents. The Bidder shall acknowledge receipt of addenda on the proposal form in the space provided.

18. SOLE SOURCE PROVISIONS

In accordance with Section 3400 of the California Public Contract Code, no materials or equipment is intended to be identified as "sole source". All material and equipment is specifically identified as is **or approved equal**. Bidders are encouraged to propose alternates for evaluation by the City as being equal to that specified in the contract documents.

19. PERMITS AND LICENSES

The Contractor's shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Contractor's shall pay for and obtain a City Business License. Permit Fees will be reimbursed per Contract Allowance Item.

20. CONTRACTOR'S LICENSE LAW

Bidder may only bid on work for which Bidder is properly licensed by the Contractors' State License Board. No contract will be awarded to a bidder who is not licensed in accordance with the law under the provisions of Division III, Chapter 9, of the California Business and Profession Code at the time of the award.

Bidders shall comply with and require all subcontractors to comply with all Federal, State and City Contractor's License Laws and be duly registered and licensed there under as required. Joint venture Bidders must possess a joint venture license. Each party to a joint venture shall be properly licensed for the Work of this Project.

Contractor shall have a valid California General Contractor License, which is specified in **SECTION 00100. NOTICE INVITING SEALED BIDS**, at the time of bid, at the time of award and during the performance of the work.

21. EMPLOYMENT OF UNDOCUMENTED ALIENS

Pursuant to Section 6101 of the Public Contract Code, the City may not award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

22. CONTRACT BONDS

The successful Bidder is required to provide and pay for a performance and a payment bond. These bonds shall cover the faithful performance (100%) of the Contract for Construction and the payment of all obligations (100%) arising there under, in such form as the City may prescribe and with such sureties as they may approve. The successful Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney indicating the monetary limit of such power.

The City reserves the right to reject any proposed bonding company without stating cause. In this event the successful Bidder shall provide an alternate bonding company whose selection is acceptable to the City.

Bonds shall conform to state statutes regarding performance bond and labor and material payment bond with amount shown on each part equal to 100% of the total amount payable by terms of the Contract for Construction. The surety company shall be licensed to do business in the state in which the project is located and shall be acceptable to the City. Bond amount shall be increased to include any Change Order(s) added to the contract to 100% total value amount of each Change Order. Bonds will be recorded along with a copy of the construction contract in the County Recorder Records by the General Contractor's with written proof submitted to the City.

23. INSURANCE

All bidders must be able to provide proof with bid submittal of a minimum of **\$2,000,000** general/public liability insurance and additional **\$5,000,000** umbrella / excess liability insurance. At time of contract, the City shall be named as "additional insured" on all policies required and contractor shall provide Additional Insured Endorsement as evidence of such. The liability insurance coverage values shall be:

- Public Liability and Property Damage Insurance in an amount of not less than **TWO MILLION DOLLARS (\$2,000,000);**
- Products/Completed Operations Hazard Insurance in an amount of not less than **FIVE MILLION DOLLARS (\$5,000,000);**
- Comprehensive Automobile Liability Insurance in an amount of not less than **TWO MILLION DOLLARS (\$2,000,000);**
- Contractual General Liability Insurance in an amount of not less than **TWO MILLION DOLLARS (\$2,000,000);**

A combined single limit policy with aggregate limits in an amount of not less than Five MILLION DOLLARS **(\$5,000,000)** shall be considered equivalent to the said required minimum limits set forth herein above.

The City of Commerce requires a separate Certificate of Endorsement that enforces the general liability statement: "Additional insured endorsement names the City of

Commerce as additional insured.” The certificate should indicate that their insurance is primary and noncontributory.

Proof of Worker’s Compensation Insurance is required.

Automobile and lease vehicle insurance; owned, not owned and hired. Insurance to include bodily injury, sickness and death of any person and property damage owned and un-owned per occurrence.

24. SOCIAL SECURITY ACT

The successful Bidder agrees to comply with and to require all of his subcontractor’s to comply with all the provisions of the Act of Congress approved August 14, 1935, known and cited as the “Social Security Act” and also the provisions of the act of the State Legislature approved, and known as the State Unemployment Compensation Law and all other laws and regulations pertaining to labor and workmen and all amendments to such data, and the Contractor further agrees to indemnify and hold harmless the City of Commerce of and from any and all claims and demands made against it by virtue of the failure of the Contractor’s or any subcontractor’s to comply with the provisions of any or all of said acts and amendments.

25. SALES AND USE TAX

The successful Bidder agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. The successful Bidder further agrees to indemnify and hold harmless the City of Commerce of and from any and all claims and demands made against virtue of the failure of the Contractor or any Subcontractor to comply with the provisions of any or all said laws and amendments. No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

26. WAIVER OF LIENS

The successful Bidder (General Contractor) is responsible for the payment of all bills for labor and materials furnished by the subcontractor, the suppliers, and the General Contractor on this project. The General Contractor shall deliver to the City unconditional Lien Waivers and/or Releases from himself and from each of his subcontractors and suppliers, and at such time he shall certify that he is submitting such lien waivers for all subcontractors and suppliers involved. If any liens are filed against the City property, the City may, at its option, demand General Contractor immediately provide a bond in accordance with state statutes.

27. LEGAL RESPONSIBILITIES

All proposals must be submitted, filed and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and

requirements set forth, contemplated, and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to Title 49 CFR 26.13(b): The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of contract or such other remedy as the recipient deems appropriate. Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

29. AWARD OF CONTRACT TO LOWEST RESPONSIBLE BIDDER MANDATORY

The right is reserved to reject any and all bids and waive any irregularity in any bid received. Award of the Contract, if awarded, will be to the lowest responsible and responsive bidder whose Bid Form complies with all requirements prescribed. Such award, if made, will be made within 60 days after opening of bids.

If lowest responsible Bidder refuses or fails to execute the Contract, Director of Public Works and Development Services may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within 75 days after opening of bids.

If second lowest responsible Bidder refuses or fails to execute the Contract, Director of Public Works and Development Services may award the Contract to the third lowest responsible Bidder. Such award if made, will be made within 90 days after opening of bids.

The above time periods within which award of Contract may be made are subject to extension of such further period as may be agreed upon in writing between Department of Public Works and Development Services and the Bidder concerned.

When Project is segregated into more than one prime Contract, and a Bidder upon one of the prime Contracts fail or refuses to execute the Contract, then the time for award of such Contract will be extended as provided by this Article, and the time for award of each of the other segregated prime Contracts will be extended by an equivalent length of time, if required.

30. CALIFORNIA PREVAILING WAGE

Bidder agrees to comply with California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 to the performance of its work on this project. Specifically, the Bidder agrees to:

1. Pay all workers not less than the general prevailing rate of per diem wages for work of similar character in the locality in which the public work is performed.

2. Pay all workers not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter.
3. Adhere to the compliance measures outlined in LC 1775(b) for any second tier subcontractors that the contractor chooses to use on this project.
4. If requested, submit certified payroll records to the City on a weekly basis. Records shall be provided no later than 5 days following the last day of each workweek.
5. Comply with the applicable requirements and joint apprenticeship standards as required by LC 1777.5.

31. EMPLOYMENT OF APPRENTICES

Attention is directed to the provisions in Section 1777.5 of the California Labor Code concerning employment of apprentices by the Contractor's or any subcontractor's under him. The Contractor and any subcontractor under him shall comply with the requirements of said section in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code section for all apprentice occupations, regardless of any other contractual or employment relationships alleged to exist.

32. SUBCONTRACTS

Bidders' attention is directed to other provisions of the Subletting and Subcontracting Fair Practices Act, beginning with Public Contract Code Section 4100, related to penalties for failure to comply with the Act by using unauthorized subcontractors or by making unauthorized substitutions. The prime contractor is required to perform, with its own organization, contract work amounting to **at least the 10% of the Contract Price** specified in SECTION B.00431. PROPOSED SUBCONTRACTORS FORM of the Contract Price. Failure to meet these requirements will result in disqualifying of the bid or termination of the contract. This provision supersedes any other provisions which specified a different subcontract requirement.

Proposed subcontractor's names, a general description of the work to be performed by each subcontractor's and the dollar amount for each subcontractor shall be submitted with the bid.

SECTION B

BIDDER'S PROPOSAL

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

BID PROPOSAL FORM

SUBMITTED BY: _____
(Bidder's Name)

Contact Person:

Name: _____ **Tel:** _____ **E-mail:** _____

In accordance with the City of Commerce's Notice Inviting Sealed Bid Proposals, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Commerce of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City of Commerce's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the City of Commerce and this bid and the acceptance hereof may, at the City of Commerce's option, be considered null and void.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN "SECTION B. BIDDER'S PROPOSAL"

BID SCHEDULE

To the City of Commerce City Council, herein called the "Council": Pursuant to and in compliance with your Notice Inviting Bids and the other documents' relating thereto, the undersigned bidder, having familiarized himself with the work as per the paragraph, "Discrepancies and Misunderstandings," contained in the "INSTRUCTIONS TO BIDDERS" section, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required for this contract in the City of Commerce, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedules:

BID SCHEDULE					
Bid Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Furnish and install material & labor for BRENDA VILLA AQUATIC CENTER (BVAC) HVAC UPGRADES in compliance with the Plans, Specifications and Contract Documents and all applicable codes and standards (Plans are provided in Attachment B).	1	LS	\$ _____	\$ _____

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN "SECTION B. BIDDER'S PROPOSAL"

BID SCHEDULE					
Bid Item	Description	Quantity	Unit	Unit Cost	Total Cost
TOTAL (all bid items sheet 1 thru 4) BID AMOUNT IN NUMBERS					\$ _____
TOTAL (all bid items sheet 1 thru 4) BID AMOUNT IN WRITING:					

In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.

The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.

The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.

All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.

A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN "SECTION B. BIDDER'S PROPOSAL"

EXAMINATION OF SPECIFICATIONS AND SITE OF WORK

The Bidder declares that he/she has carefully read and examined the project plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project.

Name of Person who inspected the site: _____

Date of Inspection: _____

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

SIGNATURE

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals.

Legal Name of Bidder: _____

Federal I.D. No.: _____ Contractor's License No.: _____

License Expiration Date: _____ License Classification: _____

Business Address _____
(Street and/or P.O. Box)

(City) (State) (Zip)

E-Mail Address: _____

Business Telephone No.: _____ Facsimile No.: _____

SIGN HERE -----> _____

Signature of Bidder - Print Name and Title of Bidder

Executed this _____ day of _____, 20__ at _____, California.

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN "SECTION B. BIDDER'S PROPOSAL"

**ESTIMATED PROJECT CONSTRUCTION COST BREAKDOWN
100% CONSTRUCTION DOCUMENTS**

**Spectator Viewing Area HVAC
Brenda Villa Aquatics Center
City of Commerce**

Page 1 of 4

Item		Total
Subtotal - Divisions 01 through 09 (from Sheet 2)		\$ -
Subtotal - Division 23 HVAC (from Sheet 3)		\$ -
Subtotal - Division 26 Electrical (from Sheet 4)		\$ -
Subtotal		\$ -
General Conditions	0%	\$ -
Phasing	0%	\$ -
Escalation	1.0%	\$ -
Contingency	1%	\$ -
Subtotal		\$ -
Bonds and insurance	0.5%	
General Contractor's fee (OH+P)	1%	
Subtotal		\$ -
Total		\$ -

**ESTIMATED PROJECT CONSTRUCTION COST BREAKDOWN
100% CONSTRUCTION DOCUMENTS**

**Spectator Viewing Area HVAC
Brenda Villa Aquatics Center
City of Commerce**

Page 2 of 4

	Item	Quantity	Unit	Unit Cost	Total
Division 01 - General Requirements					
	(Subcontractor overhead and profit included in unit costs)			\$ -	
	(General conditions accounted for on Sheet 1)			\$ -	
	Subtotal Division 01				\$ -
Division 02 - Existing Conditions					
	Demolition	1	LS		
	Subtotal Division 02				
Division 03 - Concrete					
	Not Applicable			\$ -	
	Subtotal Division 03				
Division 04 - Masonry					
	Not Applicable			\$ -	
	Subtotal Division 04				
Division 05 - Metals					
	Anchorage of RTU	1	LS		
	Duct supports and bracing	1	LOT		
	Subtotal Division 05				
Division 06 - Wood, Plastic, and Composites					
	Not Applicable			\$ -	
	Subtotal Division 06				
Division 07 - Thermal and Moisture Protection					
	Wall / stucco repair	1	LS		
	Metal panel modifications	7	EA		
	Other wall/surface modifications	1	LS		
	Subtotal Division 07				
Division 08 - Openings					
	Duct penetration through roof wall	1	LS		
	Subtotal Division 08				
Division 09 - Finishes					
	Not Applicable			\$ -	
	Subtotal Division 09				
	Subtotal - Divisions 01 through 09 Cost				\$ -

**ESTIMATED PROJECT CONSTRUCTION COST BREAKDOWN
100% CONSTRUCTION DOCUMENTS**

**Spectator Viewing Area HVAC
Brenda Villa Aquatics Center
City of Commerce**

Page 3 of 4

	Item	Quantity	Unit	Unit Cost (installed)	Total
Division 23 - HVAC					
	70-ton rooftop packaged unit (RTU-1)	1	EA		
	Miscellaneous (rigging, hoisting, setting)	1	LS		
	Ductwork	90	LF		
	VAV terminal reheat boxes	2	EA		
	HHW piping	80	LF		
	HHW piping accessories	1	LS		
	HHW piping insulation	80	LF		
	Diffusers and duct accessories	16	EA		
	DDC controls and connection to EMS	1	LOT		
	Exhaust fans	2	EA		
	Testing, adjusting, and balancing	1	LOT		
	Commissioning	1	LOT		
	Steel supports	1	LOT		
	Scaffolding	1	LOT		
	Miscellaneous HVAC (core drilling, fire stopping, detailing, and other project requirements) - <i>*Please note pricing is based upon acceptance of the suggested structural steel modifications. (Does not include original structural steel upgrades – as noted on 95% plan set)</i>	1	LS		
Subtotal - Division 23 HVAC Cost					\$0

**ESTIMATED PROJECT CONSTRUCTION COST BREAKDOWN
100% CONSTRUCTION DOCUMENTS**

**Spectator Viewing Area HVAC
Brenda Villa Aquatics Center
City of Commerce**

Page 4 of 4

	Item	Quantity	Unit	Unit Cost (installed)	Total
Division 26 - Electrical					
	Conduit and wire	120	LF		
	Disconnect	1	EA		
	Circuit breaker	1	EA		
	Fire alarm system connection	1	LS		
	Miscellaneous electrical	1	LS		
Subtotal - Division 26 Electrical Cost					\$0

BID BOND FORM
Project Name:
BRENDA VILLA AQUATIC CENTER (BVAC) HVAC UPGRADES
(located at 5600 Harbor Street, Commerce, CA 90040)

KNOW ALL MEN BY THESE PRESENTS
that _____

_____,
as BIDDER, AND _____,
as SURETY, are held and firmly bound unto the City of Commerce, in the penal sum of
_____ dollars

(\$ _____), which is ten percent (10%) of the total amount bid by BIDDER to the City of Commerce for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents. THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of Commerce for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of Commerce. IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____ day of _____, 20_____.

BIDDER* _____

SURETY* _____

*Provide BIDDER/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative.

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN "SECTION B. BIDDER'S PROPOSAL"

PROPOSED SUBCONTRACTORS FORM

In compliance with the provisions of Section 4100 through 4114, inclusive, of the Public Contract Code, and any amendments thereto, each bidder shall set forth in its bid, the name and location of the-place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and Installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one half of 1 percent of the Contractor's total bid; and the portion of the work which will be done by each subcontractor under this act. The Contractor shall list only one subcontractor for each portion as is defined by the Contractor.

No	Name, address, and phone number pf subcontractors, suppliers, and vendors	Name portion of work, materials, and/or equipment	Contractor' s License #	DIR #	Dollar Amount	% of Total Bid Amount
1					\$	%
2					\$	%
3					\$	%
4					\$	%
5					\$	%
6					\$	%
7					\$	%

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

8					\$	%
9					\$	%
10					\$	%
11					\$	%
12					\$	%
13					\$	%
14					\$	%
15					\$	%
16					\$	%
17					\$	%
Total\$					\$	\$

Note: The prime contractor is required to perform, with its own organization, contract work amounting to at least **10%** of the Contract Price.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

BIDDER QUALIFICATION FORM

The bidder is required to state what work of a similar character to that included in the proposed contract he has successfully performed and give references which will enable the City Council to judge of his responsibility, experience, skill, business and financial standing.

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work with public agency within the past three years.

Additional pages supporting this portion of the proposal may be attached.

Reference 1			
Project Name:			
Type of Work:			
Year Completed:			
Contract Amount:			
Name/ Address of Owner/Agency:			
Reference Contact:	Name:	Title:	Tel:

Reference 2			
Project Name:			
Type of Work:			
Year Completed:			
Contract Amount:			
Name/ Address of Owner/Agency:			
Reference Contact:	Name:	Title:	Tel:

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

Reference 3			
Project Name:			
Type of Work:			
Year Completed:			
Contract Amount:			
Name/ Address of Owner/Agency:			
Reference Contact:	Name:	Title:	Tel:

Reference 4			
Project Name:			
Type of Work:			
Year Completed:			
Contract Amount:			
Name/ Address of Owner/Agency:			
Reference Contact:	Name:	Title:	Tel:

Reference 5			
Project Name:			
Type of Work:			
Year Completed:			
Contract Amount:			
Name/ Address of Owner/Agency:			
Reference Contact:	Name:	Title:	Tel:

END OF SECTION

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

BIDDER INFORMATION FORM

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Form of Legal Entity (i.e., individual, partnership, corporation, etc.)

If a Corporation, State of Incorporation (i.e., Calif.) _____

Business Address _____

Telephone _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The date(s) of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

Previous contract performance history:

Was any contract terminated previously: _____

If the answer to the above is "yes", provide the following information:

Contract/project name and number: _____

Date of termination: _____

Reason for termination: _____

Owner's name: _____

Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this _____ day of _____, 20____.

BIDDER _____

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____

END OF SECTION

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

NON-COLLUSION AFFIDAVIT FORM

_____, being first duly sworn, deposes and says
(Name of Affiant)

that he\she is _____ of _____
(Title) (Name of Bidder)

the party making the foregoing bid; 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.

Executed this _____ day of _____, 20_____ at _____.
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

By: _____

Title: _____

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

SECTION C
SPECIFICATIONS

PART 1 – GENERAL PROVISIONS

The General Provisions which shall apply to this Contract shall be those set forth in the Standard Specifications for Public Works Construction, Latest Edition, except as amended herein, published by Building News, Inc., 3055 Overland Avenue, Los Angeles, California 90034, hereinafter referred to as "Greenbook".

The "Greenbook" is referred to and by this reference made a part hereof as though set forth at length. The Contractor shall comply with the "Greenbook" in addition to the general conditions set forth in these General and Special Provisions of the Contract Documents.

All work shall be performed in accordance with all applicable codes and standards included, referenced and as necessary as shown in **Appendix B – Project Plans**.

Where applicable, the "Standard Specifications for Public Works Construction", ("Greenbook" or "SSPWC"), Latest Edition, and all supplements; except where otherwise specified; the notes and details on the drawings; American Public Works Association Standard Plans will apply.

2-1 AWARD AND EXECUTION OF THE CONTRACT.

ADD the following SUBSECTION: "**2-1.1 REGISTRATION OF CONTRACTORS**. Only a contractor licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code, AND registered with the Department of Industrial Relations (DIR) to bid on public works contracts shall be permitted to submit a bid for and subsequent enter into a contract with the City for any public improvement.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any public works contract with the City unless currently registered and qualified to perform work pursuant to Section 1725.5 of the Labor Code."

2-3 SUBCONTRACTS.

ADD the following SUBSECTION: "**2-3.4 REGISTRATION OF SUBCONTRACTORS**. Only a subcontractor licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code, AND registered with the Department of Industrial Relations (DIR) to bid on public works contracts shall be permitted to submit a bid for and subsequent enter into a contract with the City for any public improvement."

6-9 LIQUIDATED DAMAGES.

DELETE the SECTION in its ENTIRETY and **REPLACE** with the following: "Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Agency. Liquidated damages shall accrue starting on the 1st day after expiration of the working days through the day of Contract acceptance.

The City of Commerce shall specify the amount for liquidated damages, as allowed per Public Contract Code §7203. For each consecutive calendar day in excess of the time specified for the completion of Work, as adjusted in accordance with SECTION 6-6 DELAYS AND EXTENSIONS OF TIME, the Contractor shall pay to the Agency, or have withheld from monies due it, **\$1,000 per calendar day**.

7-2 LABOR.

ADD the following SUBSECTION: **“7-2.5 COMPLIANCE MONITORING AND ENFORCEMENT.** Any contract with the City of any public improvement shall be subject to compliance monitoring and enforcement by the DIR in accordance with Section 1771.4 of the Labor Code.

9-3.2 PARTIAL AND FINAL PAYMENT

The text of Subsection 9-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be the last working day of each month. The Contractor will prepare the partial payment invoice with measurement of the work performed through the closure date and submit it to the City for approval.

When work is complete, the Contractor will determine the final quantities of the work performed and prepare the final progress payment, and submit it to the Engineer for approval.

It will take a minimum of thirty-five (35) calendar days from the date of approving the Contractor's invoice to make the payment to the Contractor. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents, or legal release of filed Stop Payment Notices against the Contractor. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

Five (5%) retention will be deducted from all progress payments. The Contractor will make a payment request for the retained amount, for approval by the City, upon field acceptance of the work by the City Engineer. The City Engineer upon field acceptance and receipt of the final as-built plans and any other reports or documents required to be provided by the Contractor will process a recommendation to the City Council for acceptance of the work. Not less than thirty-five (35) calendar days from the City Council acceptance of the work, the Contractor's final payment will be made provided Stop Payment Notices or other claims have not been filed against the Contractor and/or the City by material suppliers, sub-contractors, other governmental agencies, and private property owners. Until these Stop Payment Notices are released and claims are resolved the stop payment/claim amount will be withheld from the final payment.

The Contractor, however, may receive interest on the retention for the length of construction, or receive the retention itself as long as the retention is substituted with escrow holder surety or equal value.

At the request and expense of the Contractor, surety equivalent to the retention may be deposited with the State Treasurer, or a State or federally chartered bank, as the escrow agent, who will pay such surety to the Contractor upon satisfactory completion of the contract.

Pursuant to PCC § 22300, the Contractor may substitute securities for retention monies held by the City or request that the City place such monies into an escrow account. The Contractor is notified, pursuant to PCC § 22300, that any such election will be at the Contractor's own expense and will include costs incurred by the City to accommodate the Contractor's request.

Progress payment paid by the City as contemplated herein, will be contingent upon the Contractor submitting, in addition to any additional documents, an updated Contract Schedule, Field Quantity Sheet and Certified Payroll Records in the form prescribed by these Contract Documents. Failure of the Contractor to submit an acceptable additional document described above will result in the City withholding partial payment, without liability to the City, until such an acceptable updated Contract Schedule is submitted. Nothing herein will allow the Contractor to suspend or slow progress of the Work.

A City Council resolution established a Project Payment Account, encumbered money in the current budget, and assigned that money to the Project Payment Account which is the sole source of funds available for payment of the Contract Sum. Contractor understands and agrees that Contractor will be paid only from this special fund and if for any reason this fund is not sufficient to pay Contractor, Contractor will not be entitled to payment. The availability of money in this fund, and City's ability to draw from this fund, are conditions precedent to City's obligation to make payments to Contractor.

PART 2 – SPECIAL PROVISIONS

GENERAL

1. All work shall be performed in accordance with all applicable codes and standards included, referenced and as necessary as shown in **Appendix B – Project Plans**.

Where applicable, the "Standard Specifications for Public Works Construction", ("Greenbook" or "SSPWC"), Latest Edition, and all supplements; except where otherwise specified; the notes and details on the drawings; American Public Works Association Standard Plans will apply.

2. SCOPE OF THE WORK COVERED BY CONTRACT DOCUMENTS

The work to be done consists of furnishing any and all labor, materials, tools, equipment and incidentals for the **BRENDA VILLA AQUATIC CENTER (BVAC) HVAC UPGRADES** as shown in **Appendix B – Project Plans in compliance with all applicable codes and standards**.

3. ADDITIONAL CONTRACTORS DUTIES

Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.

4. CONTRACTS

Construct entire work under one contract with the City.

5. The Specifications and Drawings are complementary, and what is called for in one shall be binding as if called for in both.
6. Subsection 2-5.2, "Precedence of Contract Documents", (SSPWC), revise the order of precedence and incorporate additional items as follows:
 - 1) Permits issued by jurisdictional regulatory agencies
 - 2) Change Orders and/or Supplemental Agreements; which occurs last
 - 3) Contract/Agreement
 - 4) Addenda
 - 5) Bid/Proposal
 - 6) Special Provisions
 - 7) Plans

- 8) General Provisions
- 9) Standard Plans
- 10) Standard Specifications
- 11) Reference Specifications

7. DISCREPANCIES IN THE CONTRACT DOCUMENTS

Any discrepancies, conflicts, errors or omissions found in the Contract Document shall be promptly reported in writing to the Director of Public Works and Development Services or his/her designee, who will issue a correction in writing. The Contractor shall not take advantage of any such discrepancies, conflicts, errors or omissions, but shall comply with any corrective measures regarding the same prescribed by the Director of Public Works and Development Services or his/her designee, and no additional payment or time shall be allowed therefor, except as provided in the Standard Specifications.

If discrepancies are discovered between the drawings and the specifications, and no specific interpretation is issued prior to the bidding, the decision regarding this interpretation shall rest with the Director of Public Works and Development Services or his/her designee. The Contractor shall be compelled to act on the Director of Public Works and Development Services or his/her designee's decision as directed. In the event the installation is not in compliance with the direction of the Director of Public Works and Development Services or his/her designee, the installation shall be corrected by and at the expense of the Contractor at no additional cost to the City.

In case of such discrepancies on the plan sheets, it is assumed that the bid included the cost for implementing/constructing the discrepancy that would have the highest dollar value.

8. ERRORS AND OMISSIONS

If the Contractor, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the City's field work, it shall immediately inform the Director of Public Works and Development Services or his/her designee. City Engineer shall promptly review the matter, and if he/she finds an error or omission has been made, he/she shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the City shall issue an appropriate Change Order. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at its risk unless authorized by the Director of Public Works and Development Services or his/her designee.

9. CHANGED CONDITIONS

The plans for the work show conditions as they are believed by City Engineer to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a representation by the City that such conditions are actually existent, nor shall the City be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise. The word "conditions" as used in this paragraph includes, but is not limited to, site conditions, both surface and subsurface.

The Contractor shall examine the site, compare it with the drawings and specifications and shall satisfy itself as to the conditions under which the work is to be performed. The Contractor shall ascertain and check the location of all existing structures, utilities and equipment which may affect its work. The Contractor shall be responsible to re-examine the site, as necessary, for performance of change orders or other proposed changes which may affect its work. No allowance shall subsequently be made on the Contractor's behalf for any extra expense or loss of time which incurred due to failure or negligence on its part to make such examination.

10. MARKUP

For extra work and change orders the following percentages shall apply:

a. LABOR COSTS

1. Labor markup for employer taxes standard federal/state rates: 10%
2. Labor markup for fringe benefits (if fringe benefits are not included in the labor cost: 15%)
3. Labor overhead markup: 10%
4. Profit markup: 10%

b. MATERIAL, EQUIPMENT, SUBCONTRACTOR COSTS

Only 5% markup by prime contractor will be allowed on materials, equipment and subcontractor costs. No other additional markups (overhead, profit, etc.) will be allowed.

- c. After the total amount is established by adding the above items, an additional 2% markup for INSURANCE AND BONDING COSTS will be allowed.

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel, and other vehicles and/or equipment present at the job site but not directly used in actual construction activities. Incidental movements of labor, materials, supplies or equipment shall not be considered as use in actual construction activities. These costs shall not be reported as labor or equipment elsewhere, except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed

11.ALLOTTED WORKING SPACE

The Contractor shall be responsible for storing his materials and equipment and to use as work yard as necessary. **For this project, the City will allow a staging area to be used by the contractor for storing his materials and equipment and to use as work yard as necessary. If any additional damages are caused by careless actions of the contractor, City may require at a minimum contractor to repair such areas to previous existing conditions. Contractor shall be responsible for the safety of the building users while working around them.**

12.ACCEPTANCE OF SITE

The Contractor shall accept the site and the character of the work as they exist on the first day of work under this contract.

13.PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property per subsection 7.9 of the SSPWC.

14. SITE SECURITY AND SAFETY

The Contractor shall secure the project as well as the adjoining areas/properties as necessary during the duration of the project.

15.SURVEY AND LAYOUT

Contractor shall verify all dimensions on the drawings and shall report to the City Representative any discrepancies before proceeding with related work. Contractor shall perform all survey and precise layout work to the satisfaction of the Director of Public Works and Development Services or his/her designee. Contractor shall establish final grades and extents for the improvements and preserve such work on as-built plans.

16.LIMITS OF WORK

Limits of work shall be the legal property boundaries of the project site unless modified by Contract limit lines indicated on the plans or as noted otherwise.

Prior to commencing work on any particular area, the Contractor shall verify and coordinate them with the Engineer to ascertain the actual limits of work.

17. The Contractor is reminded that he is responsible for the control of water through the construction area, at all times.

18. SOLID WASTE MANAGEMENT AND RECYCLING PLAN

The contractor shall submit a Solid Waste Management and Recycling Plan to the City Manager's Office for review and approval prior to issuance of a construction permit for the project. Said plan shall indicate that the permittee/contractor shall provide documentation such as receipts from landfills, salvage and recycling facilities upon completion of the demolition/construction. Said plan shall identify:

- A. Types of materials for recycling, reuse or sorting
- B. Estimated quantities
- C. Separation requirements
- D. On site storage
- E. Transportation methods
- F. Destinations
- G. Plan manager (contractor's representative)

Prior to issuance of a construction permit, the permittee/contractor shall contact the California Integrated Waste Management Board (recycling hotline 800-553-2962) to obtain an approved recycler (processor and/or receiver) for demolition and construction waste. At the minimum the contractor shall recycle each of the following demolition and construction waste materials:

- Asphalt paving: 75%
- Concrete and concrete masonry units: 75%
- Non-lead based painted wood wastes (dimensional lumber and broken crates and pallets): 50%
- Metals: 60%
- Toilets: 75%
- Appliances: 75%
- Copper cable/wire: 50%
- Transformers and ballasts: 100%
- Fluorescent lamps: 100%
- Glass: 50%
- Unpainted gypsum board: 50%

A minimum of 50% of the total weight of the waste (demolition and construction wastes) shall be diverted from landfill.

19. REFUSE ROUTE SCHEDULE

The Contractor shall accommodate and coordinate with the City's refuse pick-up service, and with the City's street sweeping service in the project area.

20. LEGAL ADDRESS OF CONTRACTOR

The address given in the Bidder's Proposal is hereby designated as the place to which all notices, letters, and other communications to the Contractor will be mailed or delivered, except such notices and communications as shall be given by the City's Inspectors to the Contractor's designated Superintendent in the field. The mailing or delivering to said address of any notice, letter, or other communication, or the hand-delivery to said Superintendent, shall be deemed sufficient service thereof upon the Contractor. The date of such service shall be the date of such mailing or delivery. Said address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer.

B. GENERAL PROCEDURES

- 1. CITY OF COMMERCE LICENSE AND PERMIT.** The Contractor shall obtain a City Business License (Contractor shall pay for it) and a no-fee Construction Permit before commencing construction.

2. PROJECT SCHEDULE

The Contractor shall submit a Construction Schedule to the Engineer prior to beginning construction. No work may be started until the Schedule has been approved in writing. The work shall be scheduled to assure that construction will be completed within the specified time. The Contractor shall be held responsible for coordination of all phases of the operation so that the time schedule can be met. Construction Schedule shall be prepared with Critical Path Method -Microsoft Project format.

Contractor shall submit updated Project Schedule with monthly progress pay requests.

If the Contractor desires to make a major change in its method or operations after commencing construction or if its Schedule fails to reflect the actual progress, the Contractor shall submit to City Engineer a revised Construction Schedule. Said Schedule shall be submitted in advance of beginning revised operations or within two (2) working days after notification by the Engineer or his/her designee, as appropriate. City Engineer may suspend all progress payments if the Contractor fails to comply.

3. NOTICE TO PROCEED

The construction date shall begin per the date indicated in the construction schedule in **SECTION A.00200. INSTRUCTIONS TO BIDDERS SECTION** of these specifications or within 10 days after "Notice to Proceed" is issued by the City to the Contractor, whichever is the earlier date. City has the right to adjust the start date.

Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to delivery of a Notice to Proceed. The City's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the City to accept or pay for such work.

4. CONTRACT TIME

The date construction shall begin will be specified in a Notice to Proceed, by the date indicated in the construction schedule in **SECTION A.00200. INSTRUCTIONS TO BIDDERS SECTION** of these specifications.

Working hours are indicated in the construction schedule in **SECTION A.00200. INSTRUCTIONS TO BIDDERS SECTION** of these specifications.

During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose acceptable quality or efficiency will be affected by any unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the City that the Contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

a. Delay in Obtaining Materials

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor either obtains advance written approval from the Engineer or obtains from the supplier and furnishes to the Engineer documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather conditions necessitating the cessation of work, or other similar action of the elements. The Contractor is required to order materials in a timely manner as specified in the "Instruction to Bidders".

b. Record Drawings

The Contractor shall maintain at the job site one (1) set of record drawings. At the end of each working day, the Contractor shall submit to the Inspector an accurate "as-built" drawing of any changes that occurred from the approved plans and drawings, including Change Order work, changed conditions in the field, and/or claimed extra work. The Contractor shall be responsible to obtain the Inspector's written approval of the accuracy of said drawing. No invoice will be accepted for processing until all work included therein is accurately shown on the record drawings.

5. CONSTRUCTION STAKING

The Contractor shall be responsible for any necessary construction surveying and staking, correct installations and locations.

6. INSPECTION AND TESTING

All work covered by this Contract Documents shall be inspected by the Engineer. Request for inspection service shall be made 24 hours in advance.

All materials furnished and all work performed under the Contract shall be subject to review and approval by the Engineer or his/her designee. The Engineer shall be

permitted access to all parts of the work, including plants where materials are manufactured or fabricated, and shall be furnished with such materials, information and assistance by the Contractor and its subcontractors and suppliers as is required to make a complete and detailed inspection.

The City will provide standard progress building and public works inspection at no cost to the Contractor. Contractor shall arrange and pay for all other inspections required by ordinance or governing authorities, including tests in connection therewith, as may be assigned to it in other sections of the specifications.

Where required by the Building Code, specialty inspectors shall be provided by the City at no cost to the contractor. The Contractor shall request specialty inspector at least forty-eight (48) hours in advance of an anticipated inspection.

City shall perform compaction tests as required.

It shall be the Contractor's responsibility to obtain Inspection in a timely manner prior to proceeding with any phase of construction. The Contractor shall neither allow nor cause any of its work to be covered or enclosed until it has been inspected, tested and approved by the Engineer or his/her designee.

The Engineer will make, or have made, such inspections and tests as he deems necessary to see that the work is being accomplished in accordance with the requirements of the Contract. In the event such inspections or tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the Engineer or his/her designee, as well as the cost of the subsequent re-inspection and re-testing. It shall be understood and agreed that the inspection or making of tests shall not constitute an acceptance of any portion of the work nor relieve the Contractor from compliance with the terms of the Contract.

Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the City and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered without the authority of the Engineer shall, upon order of the Engineer, be uncovered to the extent required, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement.

7. UTILITIES

- a. Before starting work, the Contractor shall verify the locations and elevations of all existing utilities by contacting Underground Service Alert at 811, at least 48 hours in advance of the work.

- b. The Contractor shall provide coordination with all the utility companies involved and shall provide protection from damage to their facilities. The Contractor shall be responsible for repair or replacement to said facilities made necessary by its failure to provide required protection.
- c. The Contractor shall notify all utility agencies and owners of all facilities within the area of construction a minimum of five (5) work days in advance of performing any work within said area.
- d. The Contractor shall protect all utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities, including service laterals, and other improvements indicated on the drawings that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be directed by the Engineer. The Contractor shall be solely responsible to check all utility record maps, books, and/or other data in the possession of the City, other agencies, and/or all utility companies, and no allowance shall be made for any failure to have done so.
- e. The Contractor shall not interrupt the service function or disturb the support of any utility, such as thrust blocks, without authority from the City. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shut off unless noted otherwise elsewhere.
- f. It shall be the Contractor's responsibility to completely remove all "construction graffiti" (spray paint or other marking for utilities, survey points and construction limits) prior to acceptance of the work as completed.
- g. All cost in compliance with the above requirements shall be considered included in various bid items in the Bid Schedule unless noted otherwise.

8. PUBLIC CONVENIENCE AND SAFETY

Contractor shall be responsible for all necessary site security and safety. At the end of the Work Day the job site shall be left in a neat and orderly manner.

9. SANITARY CONDITIONS

The Engineer may from time to time prescribe rules and regulations for maintaining sanitary conditions along the work and the Contractor shall enforce observance of the same by its employees and the employees of the subcontractor, and, if the Contractor

fails to enforce these rules and regulations, the Engineer shall have the authority to enforce them.

10. AIR POLLUTION AND DUST CONTROL

The contractor shall adhere strictly to Section 7-8.1 and Section 7-8.2 of the Standard Specifications throughout this entire project.

11. WATER POLLUTION CONTROL

The Contractor shall adhere strictly to Sections 7-8 and 7-10 of the Standard Specifications through the entire project. The Contractor, without limitation, shall be responsible to provide and implement Best Management Practices to comply with National Pollution Discharge Elimination System (NPDES) standards and practices. The Contractor shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. Contractor shall be responsible to be prepared to provide hay bales or similar devices to prevent erosion from being washed into the storm drain system. Contractor shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The Contractor and its Surety shall fully indemnify the City for any pollution damage and/or cleaning costs.

All construction on off-site or on-site improvements shall adhere to NPDES (National Pollution Discharge Elimination System) Best Management Practices to prevent deleterious materials or pollutants from entering the City or County storm drain systems.

The following are the areas to be addressed:

1. Handle, store and dispose of materials properly.
2. Avoiding excavation and grading activities during wet weather.
3. Construct diversion dikes and drainage swales around working sites.
4. Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
5. Develop and implement erosion control plans.
6. Check and repair leaking equipment away from construction site.
7. Designate a location away from storm drains for refueling.
8. Cover and seal catch basins whenever working in their vicinity.
9. Use vacuum with all concrete sawing operations.
10. Never wash excess material from aggregate, concrete or equipment onto a street
11. Catch drips from paver with drip pans or absorbent material.
12. Clean up all spills using dry methods.
13. Sweep all gutters at the end of each working day. Gutters shall be kept clean after leaving construction site.
14. Call 911 in case of a hazardous spill.
15. Keep a running log of all activities in connection with the Storm Water Pollution Prevention Plan (SWPPP)

16. Name a person, on site, responsible for complying with S.W.P.P.P.

CONTRACTOR TO COMPLY WITH THESE REQUIREMENTS AND CITY ENGINEER'S DIRECTIONS DURING THE COURSE OF CONSTRUCTION.

12. TRAFFIC CONTROL REQUIREMENTS

The Contractor shall be responsible to furnish, install and maintain such devices which are necessary to provide safe and efficient passage for public through the work area, for the safety of personnel present in the work area, and to minimize inconvenience to adjacent properties.

The Contractor shall maintain a telephone or telephones numbers where the Contractor or representative can be reached twenty-four (24) hours a day and shall leave the number of such telephone or telephones with the City Engineer and the Watch Commander of the City of Commerce Police Department.

13. CLEARING AND GRUBBING

All material removed from the project shall be considered the property of the Contractor and shall be disposed of at the Contractor's expense in a legal manner outside the property unless noted otherwise elsewhere in the Contract Documents. The Contractor shall avoid, to the fullest extent possible, contamination of any drainage system. Removals shall include, but not be limited to, all excess excavation material, and all miscellaneous items to be removed on the project as shown on the Plans and directed by the Engineer.

SECTION D
APPENDICES

Appendix A

SAMPLE CONTRACT TO BE EXECUTED

**CITY OF COMMERCE
STANDARD CONTRACT**

Project Name: _____
IN THE CITY OF COMMERCE, CALIFORNIA

THIS AGREEMENT is made and entered into this **XX** day of **MONTH 20__**, by and between the CITY OF COMMERCE, a Municipal corporation (the “CITY”) and **CONTRACTOR NAME HERE** (“CONTRACTOR”).

RECITALS

WHEREAS, the CITY duly advertised a Notice Inviting Bids to be submitted on or before (the “PROJECT”);

WHEREAS, on **Month XX, 20__**, the City Council accepted the bid of CONTRACTOR as the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR for the PROJECT.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

ARTICLE I. CONTRACT DOCUMENTS.

The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Addendums, General Specifications and all referenced specifications, details, standard drawings, and appendices, together with this Contract and all required bonds, and insurance certificates. All of the “Contract Documents” are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The CONTRACT DOCUMENTS are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

ARTICLE II. THE WORK.

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

ARTICLE III. COMPENSATION.

CONTRACTOR hereby agrees to receive and accept the total amount of **ENTER AMOUNT HERE**, which is based on performing all of the work shown on Bidders Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work,

and all other unknowns or risks of any description connected with the work. CITY shall herein retain five percent (5%) of said price until said time as the provisions of Article XII herein have been met.

ARTICLE IV. UNDOCUMENTED WORKERS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

ARTICLE V. NOTICE TO PROCEED.

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued to CONTRACTOR by the CITY and shall complete work on the PROJECT within sixty (60) calendar days from the commencement thereof.

ARTICLE VI. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS.

- A. CONTRACTOR shall, without disturbing the condition, notify CITY in writing as soon as CONTRACTOR, or any subcontractor, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
- B. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- C. CITY shall promptly investigate the reported conditions. If CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, then CITY shall issue a change order.
- D. In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with

all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

ARTICLE VII. INDEMNIFICATION.

CONTRACTOR shall assume the defense of and indemnify and save harmless the CITY, its elective and appointive boards, officers, agents and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of CONTRACTOR's work under this Contract; and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the Contract; provided:

- (a) That CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the aforesaid hold-harmless agreement because of the deposit with CITY by CONTRACTOR, of any of the insurance policies hereinafter described herein.
- (b) That the aforesaid hold-harmless agreement by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

ARTICLE VIII. PERFORMANCE BOND.

CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a performance bond, or bonds in the sum of one hundred percent (100%) of the Contract price thereof conditioned upon the faithful performance of this Contract and upon the payment of all labor and materials furnished in connection with this Contract.

ARTICLE IX. INSURANCE REQUIREMENTS.

Prior to commencing work hereunder, CONTRACTOR shall provide the CITY with proof of insurance naming the CITY and each of its directors, officers, agents, and employees as additional-named insureds on a policy or policies of insurance providing and maintaining the coverages set forth in the Insurance Schedule attached hereto as Exhibit A. CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. In CITY may make proof of loss if not made promptly by CONTRACTOR.

ARTICLE X. LIQUIDATED DAMAGES.

See Section 6-9 Liquidated Damages of the General Provisions

ARTICLE XI. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of all applicable state and federal laws in connection with the performance of its obligations under this Contract.

ARTICLE XII. NOTICE OF COMPLETION.

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY Administrator shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to Article III hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

ARTICLE XIII. NON-ASSIGNABILITY.

This Contract shall not be assignable, either in whole or in part, by the CONTRACTOR.

ARTICLE XIV. CUMULATIVE REMEDIES.

The provisions of this Contract are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

ARTICLE XV. ATTORNEY'S FEES.

If either party to this Contract is required to initiate or defend, or is made a party to, any action or proceeding in any way connected with this agreement, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorney's fees and costs. Attorney's fees shall include reasonable costs for investigating such action.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF COMMERCE

CONTRACTOR NAME

By: _____
Hugo A. Argumendo, Mayor

By: _____
Name, Title

ATTEST:

APPROVED AS TO FORM:

By: _____
Lena Shumway
City Clerk

By: _____
Noel Tapia,
City Attorney

EXHIBIT A INSURANCE REQUIREMENTS

On or before beginning any of the work called for by any term of this Contract, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Contract, and provide proof thereof that is acceptable to CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Contract.

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

CONTRACTOR shall carry and maintain Comprehensive General Liability and Automobile Liability Insurance which provides the following:

Minimum coverage: Bodily injury limits of \$2,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$2,000,000 for each occurrence, \$5,000,000 aggregate.

Products/Completed Operations Hazard Insurance in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000);

A combined single limit policy with aggregate limits in an amount of not less than Five MILLION DOLLARS (\$5,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Contract, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

2. Automobile Liability.

CONTRACTOR shall carry and maintain Automobile Liability Insurance which provides a minimum coverage of at least \$5,000,000 per accident for bodily injury and property damage.

3. Worker's Compensation.

CONTRACTOR shall carry and maintain worker's compensation in the amount of \$1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Contract by CONTRACTOR. To the extent that CONTRACTOR utilizes any subcontractor for the performance of any part of the work under this Contract, CONTRACTOR shall require and assure that such subcontractor also carry and maintain worker's compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Contract.

4. Additional Insureds.

The CITY, its officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Contract. An endorsement to this effect shall be delivered to CITY prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONTRACTOR. Such insurance shall be primary and noncontributory with any other insurance maintained by the CITY.

5. Notice of Cancellation.

CONTRACTOR agrees to oblige its insurance agent or broker and insures to provide CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

6. Severability Clause.

Each of the policies of insurance shall contain a clause substantially as follows:

The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability.

7. Qualifications of Insurer.

All policies of insurance shall be issued by an insurance company acceptable to CITY and authorized to issue said policy in the State of California.

8. Approval of Insurer.

The insurance carrier providing the insurance shall be chosen by CONTRACTOR subject to approval by CITY, provided that such approval shall not be unreasonably withheld.

9. Payment of Premiums.

All premiums on insurance policies shall be paid by CONTRACTOR making payment, when due, directly to the insurance carrier, or in a manner agreed to by CITY.

10. Evidence of Insurance and Claims.

CONTRACTOR shall provide certificates of insurance to CITY as evidence of insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. The Agency's Risk Manager must approve insurance certificates and endorsements prior to commencement of performance. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Contract. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

FAITHFUL PERFORMANCE BOND FORM

Project Name: _____

KNOW ALL MEN BY THESE PRESENTS that _____,
_____, as CONTRACTOR
and _____, as SURETY,
are held and firmly bound unto the City of Commerce, in the penal sum of
_____ dollars (\$ _____),
which is one-hundred percent (100%) of the total contract amount for the above stated project, for
the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally,
firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been
awarded and is about to enter into a Contract with the City of Commerce for the above stated
project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents
in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall
remain in full force and effect in favor of the City of Commerce; provided that any alternations in the
obligations or time for completion made pursuant to the terms of the contract documents shall not in
any way release either CONTRACTOR or SURETY, and notice of such alternations are hereby
waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seal this

_____ day of _____, 20_____.

CONTRACTOR* _____

SURETY* _____

*Provide CONTRACTOR/SURETY name, address and telephone number and the name, title,
address and telephone number for authorized representative.

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

MATERIAL AND LABOR BOND FORM

Project Name: _____

KNOW ALL MEN BY THESE PRESENTS that _____,
_____, as CONTRACTOR
and _____, as SURETY, are
held and firmly bound unto the City of Commerce, in the penal sum of
_____dollars (\$_____),
which is one-hundred percent (100%) of the total contract amount for the above stated project, for
the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally,
firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been
awarded and is about to enter into a Contract with the City of Commerce for the above stated
project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents
in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall
remain in full force and effect in favor of the City of Commerce; provided that any alternations in the
obligations or time for completion made pursuant to the terms of the contract documents shall not in
any way release either CONTRACTOR or SURETY, and notice of such alternations are hereby
waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seal this

_____ day of _____, 20_____.

CONTRACTOR* _____

SURETY* _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title,
address and telephone number for authorized representative.

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

PUBLIC IMPROVEMENTS WARRANTY

Project Name: _____

On _____, 200__, the City of COMMERCE accepted as complete and meeting the standards of City, the following public improvement(s):

_____, built and constructed by or for
_____, ("Contractor")

Contractor hereby warrants and guarantees the aforementioned public improvements as to the material used and workmanship performed for a period of one (1) year following the date set forth above.

In the event of a defect, malfunction, or failure to conform to the improvement specifications and all applicable local standards, the Contractor shall repair or replace said improvements at Contractor's own and sole expense within a reasonable time from notice of the defect from City. Should Contractor fail to cure any defect within a reasonable period of time, Contractor agrees to reimburse City for any and all costs of City's efforts to cure any defect once City has provided notice to the Contractor of the defect and the City's intent to cure such defect.

Should litigation be necessary to enforce the provisions of this warranty, the prevailing party shall be entitled to reimbursement for attorneys fees and court and related costs.

Executed at _____, California, on the day and year first written above.

CONTRACTOR

By: _____
Signature

By: _____
(Typed Name)

Its: _____
Title

By: _____
Signature

By: _____
(Typed Name)

Its: _____
Title

Appendix B
PROJECT PLANS