CITY OF LA PALMA
Community Services Department
7822 Walker Street
La Palma, California 90623-1771

CITY COUNCIL
Peter L. Kim, Mayor
Gerard Goedhart, Mayor Pro Tem
Steve Hwangbo, Councilmember
Steve Shanahan, Councilmember
Michele Steggell, Councilmember

CITY MANAGER
Ellen Volmert

COMMUNITY SERVICES DIRECTOR
Michael S. Belknap

BID DOCUMENTS AND SPECIFICATIONS

FOR

FACILITY ROOF REPAIRS
(CITY PROJECT NO. 15-BLDG-05)

September 2015

CITY OF LA PALMA

FACILITY ROOF REPAIRS
(CITY PROJECT NO. 15-BLDG-05)

These Specifications have been prepared
under the direction of:

REGISTERED PROFESSIONAL ENGINEER
DOUGLAS BENASH
No. 53935
Exp. 12/31/15
CIVIL
STATE OF CALIFORNIA

09/21/15

Douglas Benash, P.E.
City Engineer, City of La Palma
PE # C53935

FACILITY ROOF REPAIRS
(CITY PROJECT NO. 15-BLDG-05)

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CITY OF LA PALMA

NOTICE INVITING SEALED BIDS

FACILITY ROOF REPAIRS
(CITY PROJECT NO. 15-BLDG-05)

RECEIPT OF PROPOSALS: Sealed proposals will be received at the office of the Community Services Director or City Engineer, City Hall, La Palma, California, until **10:30 AM on Tuesday, October 20, 2015,** for furnishing of all labor, materials and equipment for **FACILITY ROOF REPAIRS, City Project No. 15-BLDG-05** (the "Project").

The proposal shall be submitted to the Community Services Director or City Engineer, City of La Palma, 7822 Walker Street, La Palma, California 90623-1771, in a sealed envelope plainly marked on the outside **"BID: for FACILITY ROOF REPAIRS, City Project No. 15-BLDG-05, to be opened on Tuesday, October 20, 2015, at 10:30 PM."** The proposals will be publicly opened and read aloud in the office of the Community Services Director or City Engineer at the aforementioned time on the aforementioned date. Any proposals received after the aforementioned time on the aforementioned date shall be returned unopened.

DESCRIPTION OF WORK: The work includes the removal and disposal of roof debris, sealing of existing roof in a silicon coating, cleaning all roof drains and scuppers, restoration of existing improvements, and ensuring public safety and convenience.

COMPLETION OF WORK: All work to be done under this contract shall be completed in two phases, I and II, within **"thirty (30)"** consecutive working days, beginning on the date stipulated in the written Notice to Proceed issued by the Community Services Director or City Engineer. Each Phase shall be completed in "fifteen (15)" consecutive working days.

MANDATORY BIDDERS CONFERENCE: All Bidders must attend a bidder's conference on October 13, 2015, held at 7821 Walker Street, La Palma, CA beginning at 11:00 am**. All proposals received from Bidders not in attendance at the Bidders Conference** shall be deemed non responsive and shall be rejected. Failure to complete the Work within the time set forth herein will result in the imposition of liquidated damages for each day of delay, the amount set forth in the Information for Bidders.

OBTAINING PLANS AND SPECIFICATIONS: Plans, Specifications, and any project addenda are available for download on the city's website, www.cityoflapalma.org. All prospective bidders are responsible for checking the City's website for the issuance of any project addenda prior to the bid opening for inclusion as part of the bid proposal. For project information, please contact the office of the City Engineer at (714) 690-3310.

BONDS: Pursuant to the Instructions to Bidders, each proposal shall be accompanied by cash or by a cashier's or certified check or by a bid bond in the amount of **ten percent (10%)** of the amount of the bid price payable to the City of La Palma as a guarantee that the bidder, if his or her proposal is accepted, will promptly execute the contract, secure payment of workers' compensation insurance and furnish a satisfactory **faithful performance bond** in the amount of **one hundred percent (100%)** of the total bid price and a **labor and material bond** in the amount of **one hundred percent (100%)** of the total bid price. All surety companies shall be admitted surety insurers and shall comply with the provisions of Code of Civil Procedure Section 995.630,

SUBSTITUTION OF SECURITIES: The Contractor may substitute securities for any monies withheld by the City to ensure performance under the contract in compliance with the requirements of Public Contract Code Section 22300 and the "Substitution of Securities" provisions of the General Provisions.

WAGE RATES: As required by Section 1773 of the California Labor Code, the Director of the department of Industrial Relation of the State of California has determined the general prevailing rates of wages in the locality in which Work is scheduled to be performed. Copies of these wage rate determinations, entitled PREVAILING WAGE SCALE, are maintained at the La Palma City Hall, 7822 Walker Street, La Palma, California, and are available to any interested party upon request. The Contractor shall post a copy of this document at each job site. The Contractor and any subcontractor under it shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract.

CONTRACTOR'S LICENSE: At the time of award of the contract, the prime contractor must have a valid California State Contractor's License with a Classification of **A, B, or C-39**. Pursuant to Business and Professions Code section 7059, the City will not award a contract to a specialty contractor whose classification constitutes less than a majority of the project.

CONTRACTOR'S REGISTRATION: In accordance with Labor Code Section 1771.1, a contractor of subcontractor shall not be qualified to (a) bid on or be listed in a bid proposal on or after March 1, 2015, or (b) engage in the performance of this work after April 1, 2015 unless currently registered and qualified to perform the Work pursuant to labor Code Section 1725.5.

COMPILANCE MONITORING AND ENFORCEMENT: Contractor's performance of the Work described in these Special Provisions is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

EQUAL OPPORTUNITY: The City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.

CITY'S RIGHTS RESERVED: The City of La Palma reserves the right to reject any and all proposals or bids, including the bid of a bidder who has been delinquent or unfaithful in any former contract with the City of La Palma, or to waive any irregularities or informalities in any bids or in the bidding, should it deem this necessary for the public good. No bidder may withdraw his or her bid for a period of sixty (60) days after the date from the opening thereof.

DATED: **9/15/15**

CITY OF LA PALMA, CALIFORNIA

By: _____
Michael S. Belknap
Community Services Director

CITY OF LA PALMA

INSTRUCTIONS TO BIDDERS

FACILITY ROOF REPAIRS
(CITY PROJECT NO. 15-BLDG-05)

CONTRACT DOCUMENTS: The Contract Documents consist of the Notice Inviting Sealed Bids; Information for Bidders; Summary and Bid Schedule; Firm Identification; List of Subcontractors; Equipment/Material Source Information; Non-collusion Declaration to be Executed by Bidder and Submitted with Bid; Bid Bond; Contractor's License Declaration; Firm's Experience; Firm's References; Agreement; Faithful Performance Bond; Labor and Materials Bond; Escrow Agreement for Security Deposits in Lieu of Retention; General Provisions; Special Provisions and Technical Specifications; Plans and Specifications; and any Addenda issued prior to the submittal of the Bid. Also included shall be any and all Change Orders or supplemental written agreements approved as required by these Contract Documents amending the scope or cost or extending the time of completion of the Work contemplated and which may be required to complete the Work in a substantial and acceptable manner.

PREPARATION OF PROPOSALS: Bids shall be submitted on the prescribed Bid forms, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the works and figures, the words shall govern. The signatures of all persons signing the Bid shall be in longhand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the Bidder. In the event that the Bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the joint venture or partnership, who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Bidder, who shall act in all matters relative to the Contract resulting therefrom for the joint venture or partnership.

DELIVERY OF PROPOSALS: The proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Sealed Bids. It is the bidder's sole responsibility to see that his or her proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened. Bidders or their authorized agents are invited to be present.

BIDDER REGISTRATION REQUIREMENT: In accordance with Labor Code Section 1771.1, a Bid shall not be accepted after March 1, 2015, and a contract for this Work shall not be entered into April 1, 2015, without proof of the Bidder's and all proposed subcontractor's current registration to perform public work pursuant to Labor Code Section 1725.5

MODIFICATIONS AND ALTERNATIVE PROPOSALS: Unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. The complete proposal forms shall be without interlineations, alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Alternative proposals will not be considered unless called for. No oral, telegraphic or telephonic proposals or modifications will be considered. The City reserves the right to reject any or all Bids.

WITHDRAWAL OF PROPOSAL: The Proposal may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative, and received at the La Palma Community Service Department prior to the scheduled closing time for receipt of Bids. Any request to withdraw a Bid shall be so worded as not to reveal the amount of the original bid. Withdrawn Bids may be resubmitted until the scheduled time for receipt of Bids, so long as the resubmitted Bids are in full conformance with the Contract Documents. Pursuant to Section 5100, et seq., of the California Public Contract Code, the Bidder shall notify the City within five (5) calendar days after the opening of bids of the mistake, specifying in the notice how the mistake occurred, in cast of a mistake in the bid submitted by the Bidder.

PROPOSAL GUARANTEE: Each proposal shall be accompanied by cash or by a cashier's or certified check or by a bid bond in the amount of ten percent (10%) of the amount of the bid price payable to the City of La Palma as a guarantee that the bidder, if his or her proposal is accepted, will promptly execute the contract, secure payment of workers' compensation insurance and furnish a satisfactory faithful performance bond in the amount of one hundred percent (100%) of the total bid price and a labor and material bond in the amount of one hundred percent (100%) of the total bid price. The bidder whose proposal is accepted must enter into a contract within fourteen (14) days after written notice of the award and furnish the necessary bonds and insurance as hereinafter provided. In case of refusal or failure to enter into said contract, the cash, check or bond, as the case may be, shall be forfeited to the City. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the City, which is bound herein, and is properly filled out and executed.

DISCREPANCIES IN PROPOSALS: In the event there is more than one bid item in a bidding schedule, the Bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the Bid informal and may cause its rejection. In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unity price and quantity, the unit price shall govern and the amount will be correct accordingly. In the event there is more than one bid item in a bidding schedule and the total indicated for the schedule does not agree with the sum of the price bid on the individual, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly.

INTERPRETATIONS AND ADDENDA: Each Bidder shall promptly and in writing, notify the City of any conflicts, errors, omissions, ambiguities or discrepancies found in the bidding documents. Addenda may be issued to modify the Contract Documents as deed advisable by the City. Addenda will be posted to the City website for all parties interested in obtaining the contract Documents. No addenda will be issued later than seven (7) calendar days prior to the date for receipt of bids, except an Addendum, if necessary, postponing the date and

time for receipt of bids or withdrawing the request for bids. Full consideration shall be given to all addenda in preparation of Proposal, as Addenda form a part of the Contract Documents. Bidders shall verify the number of Addenda issued, if any, and acknowledge the receipt of all Addenda in the Bid. Failure to so acknowledge may cause the Bid to be rejected.

COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the proposal. To this end, each proposal shall be supported by a statement of the bidder's experience on the form entitled "Information Required of Bidder" bound herein. No proposal for this work will be accepted from a Contractor who is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code. The licensing requirements for Contractors shall apply also to subcontractors.

BIDDER'S EXAMINATION OF SITE: At its own expense and prior to submitting it Proposal, each Bidder shall examine the Contracts Documents; Attend the Pre-Bid Conference and the jobsite walk, visit the site and determine the local conditions which may in any way affect the performance of the Work, including the prevailing wages and other relevant cost factors; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the Work, including the cost of permits and licenses required for the Work; make such surveys and investigations as it may deem necessary for the performance of the Work at its Bid price within the terms of the Contract Documents; determine the character, quality, and quantities of the Work to be performed and the materials and equipment to be provided; and correlate its observation, investigation, and determinations with the requirements of the Contract Documents. The Contract documents show and describe the existing conditions, as they are believed to exist, and the surveys, investigations, and another dated, which have been used in the design of the Work.

DISQUALIFICATION OF BIDDERS: More than one proposal from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future proposals.

RETURN OF PROPOSAL GUARANTEES: Within ten (10) days after award of the contract, the City will return the proposal guarantees accompanying such of the proposals as are not considered in making the award. All other proposal guarantees will be held until the contract has been finally executed. They will then be returned to the respective bidders whose proposals they accompany.

AWARD OF CONTRACT: Bids will be compared on the basis of the lowest possible cost and the contract, if awarded, will be awarded to a responsible bidder whose proposal complies with the requirements of these Contract Documents. The award, if made, will be made within sixty (60) days after the opening of the proposals, provided that the award may be made after said period if the successful bidder shall not have given the City written notice of the withdrawal of his or her bid.

EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the City on the Agreement provided in the Contract Documents, and shall secure all insurance and bonds as herein provided within fourteen (14) days from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such bidder's guarantee shall be likewise forfeited to the City. The work may then be re-advertised.

INSURANCE AND BONDS: The Contractor shall comply with the insurance requirements in the General Provisions which are incorporated herein by this reference. The Contractor shall not commence work under the contract until he or she has secured all insurance and bonds required under the Contract Documents, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been obtained. All insurance issued in compliance with this section shall be issued in the form, and by an insurer or insurers, satisfactory to and first approved by the City in writing.

The Contractor shall maintain adequate workers' compensation insurance under the laws of the State of California for all labor employed by him or her or by any subcontractor under him or her who may come within the protection of such workers' compensation insurance laws. At the time of execution of the contract, the Contractor shall provide the certificate regarding workers' compensation insurance as indicated in Page I-1 of these Contract Documents.

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds guaranteeing faithful performance by the Contractor of all requirements under these Contract Documents and upon the payment of claims of material, persons and laborers thereunder. The faithful performance bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal. The labor and material bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal. No bond will be accepted unless it conforms substantially to the forms furnished by the City, which are bound herein, and is properly filled out and executed.

All surety companies shall be admitted surety insurers and shall comply with the provisions of Code of Civil Procedure Section 995.630.

EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the bidder's financial resources, his or her construction experience and his or her organization and plant facilities available for the performance of the contract.

LISTING OF SUBCONTRACTORS: Each bidder shall submit a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following). The form entitled "Information Required of Bidders" shall be used for this purpose.

WAGE RATES: The Contractor and/or subcontractor shall pay wages at rates not less than those adopted pursuant to the Labor Code of the State of California as indicated in the "Notice Inviting Sealed Bids."

CONTRACTOR'S REGISTRATION: In accordance with Labor Code Section 1771.1, a contractor of subcontractor shall not be qualified to (a) bid on or be listed in a bid proposal on or after March 1, 2015, or (b) engage in the performance of this work after April 1, 2015 unless currently registered and qualified to perform the Work pursuant to labor Code Section 1725.5.

COMPILANCE MONITORING AND ENFORCEMENT: Contractor's performance of the Work described in these Special Provisions is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

SAFETY PERMIT: The City will not perform safety inspections for this Project. Particular attention is called to Subsection 7-10.4.1 of the Standard Specifications for Public Works Construction, latest edition plus any supplements at the time of execution of these Contract Documents, published by BNi Publications, Inc., 1612 S. Clementine Street, Anaheim, California 92802 (hereafter referred to as the "Standard Specifications") which is incorporated herein by this reference. The Contractor shall have at the work site copies or suitable extracts of Construction Safety Orders, Tunnel Safety Orders (if applicable to the Project), and General Industry Safety Orders issued by the State Division of Industrial Safety.

OTHER PERMITS, FEES, AND LICENSES: The Contractor shall, prior to the start of construction, obtain a "Construction Permit" from the City of La Palma's Community Development Department, said permit being a "no-fee" permit.

In addition to the requirements above noted, the Contractor shall possess a valid City of La Palma Business License at the time of application for the Construction Permit and for the duration of the contract.

PROPOSAL FORM

FIRM
NAME:_____

ADDRESS:_____

_____

TELEPHONE:_____

FOR

FACILITY ROOF REPAIRS
(CITY PROJECT NO. 15-BLDG-05)

CITY OF LA PALMA, CALIFORNIA

(One copy shall be completed and submitted as the bid;
the other shall be the bidder's file copy.)

PROPOSAL FOR

FACILITY ROOF REPAIRS
(CITY PROJECT NO. 15-BLDG-05)

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LA PALMA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefore, in accordance with the plans and specifications therefore, known as **FACILITY ROOF REPAIRS, City Project No. 15-BLDG-05**, which are on file in the office of the Community Services Director or City Engineer of the City of La Palma; and the undersigned agrees to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Community Services Director or City Engineer of the City of La Palma, duly appointed for said work in the matter of "**FACILITY ROOF REPAIRS, City Project No. 15-BLDG-05**" on file in the office of the Community Services Director or City Engineer of the City of La Palma, and further agrees to enter into a contract therefore in the time, form and manner provided by law at the following prices, to wit:

SAGO PALM ROOM ROOF

BID ITEM NO.	QUANTITY	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (FIGURE)	TOTAL PRICE (FIGURES)
1.	Lump Sum 1	Construct roof repairs per the Contract Specifications at the Civic Center: _____ _____ (Words) Per Lump Sum	$_____	$_____
BASE BID TOTAL FOR ITEM #1 IN WORDS: _____ _____				BASE BID TOTAL FOR ITEM #I IN NUMBERS: $_____

ADDED ALTERNATIVE – CIVIC CENTER ROOF

BID ITEM NO.	QUANTITY	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (FIGURE)	TOTAL PRICE (FIGURES)
2.	Lump Sum 1	Construct roof repairs per the Contract Specifications at the Civic Center: _____ _____ (Words) Per Lump Sum	$ _____	$ _____
TOTAL ADDED ALTERNATIVE BID FOR ITEM #2 IN WORDS: _____ _____				TOTAL ADDED ALTERNATIVE BID FOR ITEM #2 IN NUMBERS: $ _____

In determining the lowest responsive bid, the Contract will awarded to the bidder whose total "Base Bid" is the lowest among all bidders. The City reserves the right in its sole discretion to include in the Contract none, or all of the work described in the Added Alternative Bid.

It is understood and agreed that:

1. The Bidder has carefully examined all the Contract Documents which will form a part of the contract; namely, documents consist of Notice Inviting Bids; Information for Bidders; Summary and Bid Schedule; Firm Identification; List of Subcontractors; Equipment/Material Source Information; Non-collusion Affidavit to be Executed by Bidder and Submitted with Bid; Bid Bond; Contractor's License Declaration; Firm's Experience; Firm's References; Agreement; Faithful Performance Bond; Labor and Materials Bond; Escrow Agreement for Security Deposits in Lieu of Retention; General Provisions; Special Provisions and Technical Specifications; Plans and Specifications; Federal-aid contract provisions~~;~~ and any Addenda issued prior to the submittal of this Proposal. Also included shall be any and all supplemental written agreements approved as required by these Contract Documents amending the scope or cost or extending the time of completion of the Work contemplated and which may be required to complete the Work in a substantial and acceptable manner.

2. The Bidder has satisfied itself as to the nature and location of the Work and fully informed itself as to all conditions and matters which can in any way affect the Work or the cost thereof.

3. The Bidder fully understands the scope of Work and has checked carefully all words and figures inserted in this Proposal and further understands that the City of La Palma will in no way be responsible for any errors or omissions in the preparation of this Proposal.

4. The Bidder has given the Engineer written notice of all omissions, conflicts,

errors or discrepancies that the Bidder has discovered in the Contract Documents, and the written resolution thereof is acceptable to the Bidder.

5. The Bidder agrees and acknowledges that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the Bidder will comply with such provisions of that Code before commencing the performance of this contract if it is awarded to the Bidder.

6. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the City against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

7. The Bidder will execute the Agreement and furnish the required bonds, together with the certification of insurance required, within fourteen (14) calendar days after the award of the Contract.

8. The Bidder will not begin work unless and until all requirements in regard to bonds and insurance have been satisfied, and the Bidder will complete said Work within the period of time specified in the Notice Inviting Bids.

9. If requested by the City, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

10. Prior to and as a condition of entering into an Agreement for the Work scheduled herein on which it submits a bid, the Bidder shall provide the City with proof of the Bidder's and all subcontractors' current registration to perform public work pursuant to Labor Code Section 1725.5.

Attached is a bidder's bond, certified check, or cashier's check No. _____ of the _____Bank, for _____ _____ Dollars ($_____), payable to the City of La Palma, California, which is not less than ten percent (10%) of this bid, and which is given as a guarantee that the undersigned will enter into the contract, if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with the necessary bonds, within the time limits above specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of La Palma, California. The City Council of the City of La Palma reserves the right to reject any and all bids. The undersigned further agrees, in case of award, to the execution of the contract for the within described work and improvements, within fifteen (15) days following written notice of award of contract. All work to be done under this contract shall be completed within the time period set forth in the Notice Inviting Sealed Bids. The bid is submitted in response to the Notice Inviting Sealed Bids attached hereto, and pursuant to all of the proceedings of the City Council of the City of La Palma heretofore had and taken to date. The names of all persons, firms and corporations interested in the foregoing Proposal as principals are as follows:

_____

_____

_____

The undersigned are prepared to satisfy the City Council of the City of La Palma of their ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

NOW, THEREFORE, in compliance with the Contract Documents and all the provisions stipulated therein, the undersigned, with full cognizance thereof, proposes to perform the entire Project for the prices set forth hereinbefore.

Dated: _____

_____
Signature of Authorized Officer

_____
Print Name

_____
Title

_____
Firm Name

_____

_____
Firm Address

CITY OF LA PALMA

BID BOND

FACILITY ROOF REPAIRS
(CITY PROJECT NO. 15-BLDG-05)

KNOW ALL PERSONS BY THESE PRESENTS that we _____ _____ as PRINCIPAL (hereinafter referred to as “Bidder”), and _____ as SURETY, are held and firmly bound unto the CITY OF LA PALMA, CALIFORNIA, (hereafter referred to as the “City”) in the penal sum of _____ _____ Dollars ($_____) (which is ten percent (10%) of the total amount bid by Bidder to City for the above stated Project) lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas Bidder has submitted a bid to City to perform all work required under the Contract Documents for the above stated Project, if said Bidder is awarded a contract by said City and within the time and in the manner required under the heading "Instructions to Bidders," bound with said Contract Documents, enters into a written contract on the form of "Agreement," bound with said Contract Documents, and furnishes the required bonds, to guarantee faithful performance and payment of labor and material, and furnishes certificates as evidence of required insurance coverage, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect and shall be forfeited to the City. In the event suit is brought upon this bond by said City and judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including reasonable attorney fees to be fixed by the Court.

WITNESS our hands this _____ day of _____, 20___.

_____(seal)	_____(seal)
BIDDER	SURETY
By:_____	By:_____
(Name and Title)	(Name and
Title)	
_____	_____
_____	_____
_____	_____
(Mailing address of BIDDER)	(Mailing address of SURETY)
(NOTARIAL ACKNOWLEDGMENT OF BIDDER)	(NOTARIAL ACKNOWLEDGMENT OF SURETY)

INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1. Address _____

2. Telephone _____

3. Type of Firm _____
   (Individual, Partnership, or Corporation)

4. Corporation organized under the laws of the State of _____

5. Contractor's License No., Class & Expiration Date:

   _____

6. List the names and addresses of all members of the firm or name and titles of all officers of the corporation:

   _____

   _____

   _____

7. Number of year's of experience as a contractor in construction work _____

8. List at least three projects completed as of recent date:

Contract Amount	**Class of Work**	**Date Completed**	**Name, Contract and Address of Owner**

9. List the name of the person who inspected the site of the proposed work for your firm:

_____

Date of Inspection _____

10. If requested by City, the bidder shall furnish a notarized financial statement, financial data or other information and reference sufficiently comprehensive to permit an appraisal of his or her current financial condition.

11. The Bidder is required to furnish the following information (in accordance with the provisions of Section 4100 et seq., of the Public Contract Code of the State of California and any amendments thereto) for each Subcontractor performing more than 0.5% of the Total Base Bid. Do not list alternative subcontractors for the same work. ***The Bidder shall provide proof of each listed Subcontractor's current registration to perform public work pursuant to Section 1725.5 of the Labor Code of the State of California.***

	Division of Work or Trade	Name of Subcontractor/License	Location of Mill, Shop or Office
1.			
2.			
3.			
4.			
5.			

Dated: _____

_____
Signature of Authorized Officer

_____
Print Name

_____
Title

_____
Firm Name

_____

_____
Firm Address

CONTRACTOR'S LICENSE DECLARATION

The undersigned declares that he or she is _____(title) of _____(firm), the party making the foregoing Bid (hereinafter, the “Bidder").

1. Bidder's Contractors License Number is as follows: _____.

2. Bidder’s Contractors License Class is as follows: _____.

3. The expiration date of Bidder's Contractor's License is _____, 20___.

4. Bidder acknowledges that Section 7028.15(e) of the Business and Professions Code provides as follows:

   "Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid."

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20___, at _____ (insert city and state where declaration signed).

_____
Signature

_____
Print Name

BIDDERS CONFERENCE DECLARATION

The undersigned declares that he or she is _____ (Title) of

_____(Firm), the Party making the foregoing bid. Bidder

declares that he or she or his or her duly appointed representative attended the Bidders

Conference on March 6, 2014 at 7821 Walker Street, La Palma, CA.

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2015 at _____ (insert City) and State where Declaration is signed).

_____
Signature

_____
Printed Name

NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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 date relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Name:_____

Title:_____

Signature:_____

(NOTARIAL ACKNOWLEDGMENT)

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by and between the CITY OF LA PALMA, CALIFORNIA, hereinafter referred to as the "City," and _____, hereinafter referred to as the "Contractor".

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City, said Contractor agrees with said City to construct the work under the City's specification entitled "**FACILITY ROOF REPAIRS, City Project No. 15-BLDG-05**" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications thereof, to furnish at his or her own proper cost and expense all tools, equipment, labor and materials necessary thereof, except such material and equipment as in said specifications are expressly stipulated to be furnished by said City, and to do everything required by this Agreement and the said Specifications and Drawings.

ARTICLE II: For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension of discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said City, and for well and faithfully completing the work the whole thereof, in the manner shown and described in the said Specifications and Drawings and in accordance with the requirements of the Community Services Director or City Engineer, said City will pay and said Contractor shall receive in full compensation thereof the prices named in the Bidding Sheets of the Proposal hereto attached.

ARTICLE III: No work, services, material or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to the Contractor by the City, and all bonds and certificates of insurance have been furnished to, and approved by, the City.

ARTICLE IV: All work to be done under this contract shall be completed within the time period set forth in the Notice Inviting Sealed Bids, beginning on the date stipulated in the written Notice to Proceed issued by the Community Services Director or City Engineer.

ARTICLE V: The City hereby promises and agrees with said Contractor to employ and does hereby employ said Contractor to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay the same, at the time, in the manner and upon the conditions set forth in this Agreement; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE VI: The Contract Documents consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, the Proposal, the Bid Bond, the Information Required of Bidders,

this Agreement, the Faithful Performance Bond, the Labor and Material Bond, the Workers' Compensation Certificate, the General Provisions, the Special Provisions, the Technical Provisions, the Specifications and the Drawings mentioned therein, and all addenda issued by the City with respect to the foregoing prior to the opening of bids. Each and every Contract Document in its entirety, including but not limited to General Provisions Section 41, are hereby incorporated in and made part of this Agreement as truly as if fully set forth herein.

IN WITNESS WHEREOF: The parties hereto have caused this contract to be executed the day and year first above written.

CITY OF LA PALMA, CALIFORNIA

By _____
Mayor

ATTEST:

_____
City Clerk

_____
Contractor

By _____

_____
Title

By _____

_____
Title

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____ _____ (hereinafter referred to as "Contractor") as PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the CITY OF LA PALMA, CALIFORNIA, (hereinafter referred to as the "City") in the sum of _____ _____ Dollars ($_____) (this amount being not less than one hundred percent (100%) of the total bid price of the contract awarded by the City to the Contractor), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contractor has been awarded and is about to enter into the annexed contract with said City for consideration of the work under the specification entitled "**FACILITY ROOF REPAIRS, City Project No. 15-BLDG-05**", and is required by said City to give this bond in connection with the execution of said contract.

NOW, THEREFORE, whenever Contractor shall be, and is declared by the City to be, in default under the Contract, the City having performed the City's obligations thereunder, the Surety shall promptly either remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, arrange for a contract between such Bidder and the City, and make available as work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable here-under, the amount set forth in the first executory Paragraph hereof. The term "balance of the contract price" as used in this Paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modifications thereto, less the amount properly paid by the City to the Contractor.

Surety expressly agrees that the City may reject any contractor or subcontractor (in accordance with the Contract Documents for this Contract) that may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City.

Surety and Contractor shall provide City notice thirty (30) calendar days prior to any modification, renewal, or termination of this bond.

If said Contractor shall well and truly do and perform all the covenants and obligations of said contract on his or her part to be done and performed at the time and in the manner specified herein; then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or the Surety thereunder, nor shall any extension of time granted under the provisions of said contract release either said contractor or said Surety and notice of such alterations or extensions of the contract is hereby waived by said Surety.

In the event suit is brought upon this bond by said City and judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including reasonable attorney fees to be fixed by the Court.

WITNESS our hands this _____ day of _____, 20____.

_____(seal)	_____(seal)
Contractor	Surety
By:_____	By:_____
(Name and Title)	(Name and Title)
_____	_____
_____	_____
_____	_____
(Mailing address of Contractor)	(Mailing address of Surety)

(NOTARIAL ACKNOWLEDGMENT OF CONTRACTOR)	(NOTARIAL ACKNOWLEDGMENT OF SURETY)

LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____ _____ (hereinafter referred to as "Contractor") as PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the CITY OF LA PALMA, CALIFORNIA, (hereinafter referred to as the "City") in the sum of _____ _____ Dollars ($_____) (this amount being not less than one hundred percent (100%) of the total bid price of the contract awarded by the City to the Contractor), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contractor has been awarded and is about to enter into the annexed contract with said City for construction of the work under the specification entitled, "**FACILITY ROOF REPAIRS, City Project No. 15-BLDG-05**" and is required by said City to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if said Contractor in said contract, or subcontractor, fails to pay for any materials, provisions, provender or other supplies, or for the use of implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said Surety will pay for the same, in an amount not exceeding the sum specified above, and also in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court. This bond shall inure to the benefit of the City and of any persons, companies, or corporations, or their respective assigns, entitled to file claims under applicable State law, including, but not limited to, California Civil Code Section 3181.

Surety and Contractor shall provide City notice thirty (30) calendar days prior to any modification, renewal, or termination of this bond.

PROVIDED, that any alterations in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either said Contractor or said Surety thereunder nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

In the event suit is brought upon this bond by said City and judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including reasonable attorney fees to be fixed by the Court.

WITNESS our hands this _____ day of _____, 20____.

_____(seal)	_____(seal)
Contractor	Surety
By:_____	By:_____
(Name and Title)	(Name and
Title)	
_____	_____
_____	_____
_____	_____
(Mailing address of Contractor)	(Mailing address of Surety)

(NOTARIAL ACKNOWLEDGMENT OF CONTRACTOR)	(NOTARIAL ACKNOWLEDGMENT OF SURETY)

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700 reads, in part:

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

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signed, this _____ day of _____, 20_____.

Name: _____

Title: _____

Signature: _____

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

CITY OF LA PALMA

GENERAL PROVISIONS

FACILITY ROOF REPAIRS
(CITY PROJECT NO. 15-BLDG-05)

SECTION 1. INTENT

The Contract Documents are complementary, and what is called for by one part shall be as binding as if called for by all. The intent of the Contract Documents is to include all work consistent therewith and reasonably inferable therefrom as being necessary for completion of the contract and to provide a functionally complete Project. The Contract Documents are intended to include all items necessary for the proper execution and completion of the Project. Materials or work described in words that indicate the proper execution and a well-known technical or trade designation shall be held to refer to such recognized standards. It is understood and agreed that the written terms and provisions of the Contract Documents represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral.

SECTION 2. PRECEDENCE OF CONTRACT DOCUMENTS

In resolving inconsistencies or ambiguities among two (2) or more components of the Contract Documents, highest precedence shall be given to the Agreement and decreasing order as follows:

1. Specifications and Drawings
2. Special Provisions
3. Technical Provisions
4. General Provisions
5. Agreement
6. Instructions to Bidders
7. Notice Inviting Sealed Bids
8. Other Contract Documents
9. Standard Specifications (as hereinafter incorporated)

SECTION 3. STANDARD SPECIFICATIONS

The general provisions which shall apply to this contract include the provisions found in Part 1 – General Provisions of the Standard Specifications for Public Works Construction, latest edition plus any supplements at the time the Notice Inviting Sealed Bids is signed by the Community Services Director or City Engineer, published by BNi Publications, Inc., 1612 S. Clementine Street, Anaheim, California 92802 (hereinafter referred to as the "Standard Specifications"). Part 1 – General Provisions of the Standard Specifications is incorporated herein as truly as if fully set forth herein, except as modified by the Contract Documents. Where provisions of the Standard Specifications and the Contract Documents conflict, the Contract Documents shall prevail.

Wherever in the Standard Specifications the terms below are used, they shall be understood to mean and refer to the following:

(a) "Agency" means and refers to the City of La Palma, California.
(b) "Board" means and refers to the La Palma City Council.
(c) "Engineer" means and refers to the La Palma Community Services Director or City Engineer, acting either directly or through authorized agents.
(d) Other terms appearing in Part 1 – General Provisions of the Standard Specifications shall have the intent and meaning specified in Section 1 of the Standard Specifications.

SECTION 4. LEGAL ADDRESS OF CONTRACTOR

The address given in the Contractor's proposal on which the contract is founded is hereby designated as the place to which all notices, letters and other communications to the Contractor shall be mailed or delivered. The mailing to or delivering at the above named place of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of deposit in a United States mail depository or of personal delivery to said address. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Community Services Director or City Engineer.

SECTION 5. PAYMENTS

Attention is directed to subsection 9-3 of the Standard Specifications for partial payment and final payment provisions. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

SECTION 6. PAYMENTS TERMINATING LIABILITY

Pursuant to Public Contract Code Section 7100, payment of undisputed contract amounts is contingent upon the Contractor furnishing the City with a written release of all claims against the City and its officials, officers, employees, agents, and volunteers (collectively "City Personnel") arising by virtue of the public works contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.

Notwithstanding the foregoing, the Contractor's acceptance of undisputed contract amounts shall act as a release of the City and City Personnel from all claims and liability to the Contractor for anything done or furnished for, or relating to, these amounts or for any act or neglect of the City or City Personnel relating to or affecting these amounts, except the claim against the City for the remainder, if any, of the amounts kept or retained as provided in subsection 9-3 of the Standard Specifications, unless the Contractor specifically provides written notice that it accepts said amounts under protest. If the Contractor accepts said amounts under protest, the Contractor shall not deposit said amounts for ten (10) days during which time the City may withdraw the funds.

SECTION 7. MONIES TO BE RETAINED

The Contractor's attention is called to subsection 9-3.2 of the Standard Specifications which sets the payment deduction and retention schedule applicable to the Project. Pursuant to

Public Contract Code section 9203, the City shall withhold not less than five percent (5%) of the contract price until final completion and acceptance of the Project. Notwithstanding the foregoing, the City may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expense, losses or damages, as determined by the Community Services Director or City Engineer, incurred by the City, for which the Contractor is liable under the Contract Documents.

SECTION 8. RECOVERY OF DAMAGES

The making of an estimate and payment in accordance therewith shall not preclude the City from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the Contract Documents.

SECTION 9. PROGRESS PAYMENTS

Once each month the City will process the Contractor's request for partial payment on the basis of an estimate prepared by the Contractor and approved by the Engineer for work completed during the preceding month. The estimate will cover the work performed by the Contractor during the preceding month plus eighty percent (80%) of the paid invoice cost of material suitably stored at the site of the project if the Contractor desires payment for material stored; provided that, (1) each individual item of material or piece of equipment will become a permanent part of the Work and has a value in excess of $5,000; and (2) the material or equipment is required by the specifications and is specifically manufactured for the project and cannot be readily diverted to another job.

SECTION 10. COMPLETION OF WORK

In the event that the Community Services Director or City Engineer shall be of the opinion that the work is being inadequately or improperly prosecuted in any respect, he or she may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

SECTION 11. FINAL INVOICE AND PAYMENT

(a) Whenever in the discretion of the Community Services Director or City Engineer the Contractor shall have completely performed the contract, the Community Services Director or City Engineer shall notify the City that the contract has been completed in its entirety. He or she shall request that the City accept the work and that the City Clerk be authorized to file, on behalf of the City, in the office of the Orange County Recorder, a notice of completion of the work herein agreed to be done by the Contractor. The Contractor will then submit to the Community Services Director or City Engineer for approval a written statement of the final quantities of contract items for inclusion in the final invoice. Upon receipt of such statement, the Community Services Director or City Engineer shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Community Services Director or City Engineer's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, less ten percent (10%) of the total work done.

(b) Pursuant to Public Contract Code section 7107, within sixty (60) days after the filing of the notice of completion of the work, the City shall pay to the Contractor the remaining

retained amounts after deducting from the amount or value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract, and shall release the faithful performance bond and the labor and material bond. In the event of a dispute between the City and the Contractor, the City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

(c) The Contractor may substitute securities for any monies withheld under this section in compliance with the requirements of Public Contract Code Section 22300 and the "Substitution of Securities" provisions of the General Provisions.

SECTION 12. UNPAID CLAIMS

The Contractor's attention is drawn to Civil Code Division 3, Part 4, Title 15, Chapter 4 titled "Stop Notice for Public Work" (beginning with section 3179). The following provisions are to be read consistently with said Chapter 4 and to incorporate said Chapter 4 to the extent applicable. If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record, any person or persons claiming to have performed any labor or furnished any material, supplies or services toward the performance or completion of this contract, or that they have agreed to do so, shall timely file with the City a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the City or against any agent or agents thereof any action to enforce such claim, the City shall until the discharge thereof withhold from the monies under its control so much of said monies due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the City in its discretion permits the Contractor to file an additional bond in a penal sum equal to one and one-fourth times (125%) the amount of said claim, said monies shall not thereafter be withheld on account of such claim. A claimant shall not be entitled to enforce a stop notice unless the claimant shall have given the preliminary twenty (20) day notice in accordance with Civil Code section 3098 if so required by that section. No stop notice will be effective unless it is served before the expiration of thirty (30) days after the recording of a notice of completion or notice of cessation, or if no notice is recorded, ninety (90) days after completion or cessation. The Contractor may substitute securities for any monies withheld under this section in compliance with the requirements of Public Contract Code Section 22300 and the provisions of the General Provisions pertaining to "Substitution of Securities."

SECTION 13. ALLOWABLE VARIATIONS

When in the Contract Documents a maximum or minimum either in size, percentage or thickness or relating to quality, character or other matter, is allowed or prescribed, the work shall be accepted as in compliance if within such maximum or minimum so allowed hereby.

SECTION 14. CHANGES IN WORK

All changes in the work shall comply with Section 3 of the Standard Specifications.

When extra work is to be paid for on a force account basis, the labor, materials, equipment rental and other items of expenditures, the percentage of markup applied to the Contractor's direct cost for all overhead and profit shall be in accordance with the General Provisions and subsection 3-3.2.3 of the Standard Specifications.

SECTION 15. MARK-UP

The following markups shall apply for all extra work requested by contract change order:

(a) Work by Contractor:

The following percentage shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

Labor	20%
Materials	15%
Equipment Rental	15%
Other items and Expenditures	15%

To the sum of the costs and markups provided for in this section, one percent (1%) shall be added as compensation for bonding.

(b) Work by subcontractor:

When all or any part of the extra work is performed by a subcontractor, the markup established in section (a) above shall be applied to the subcontractor's actual costs of such work, to which a markup of ten percent (10%) on the first $2,000.00 of the subcontracted portion of the extra work, and a markup of five percent (5%) on the work added in excess of $2,000.00 of the Subcontracted portion of the extra work may be added by the Contractor.

SECTION 16. INCREASED OR DECREASED QUANTITIES

If the total pay quantity of any item of work varies by more than 25 percent, compensation payable to the Contractor will be determined in accordance with the applicable portions of Section 3 of the Standard Specifications.

When the compensation payable for the number of units of an item of work performed in excess of 125 percent of the Community Services Director or City Engineer's Estimate is less than $1,500 at the applicable contract unit price, the Community Services Director or City Engineer reserves the right to make no adjustment in said price if he or she so elects, except that an adjustment will be made if requested in writing by the Contractor. Such Contractor's request shall be accompanied by adequate, detailed data to support costs of the item.

SECTION 17. PUBLIC UTILITIES

The provisions of Government Code section 4215 are incorporated herein. As required under Section 4215, the Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the contractor to exercise reasonable care, and removing

or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. The contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the City or the owner of the utility to provide for removal or relocation of such utility facilities. Notwithstanding the foregoing, the City is not required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the Project can be inferred from the presence of other visible facilities.

SECTION 18. TRENCHING

(a) To the extent that the Project requires trenching or excavations that extend deeper than four (4) feet below the surface, Public Contract Code section 7104 is hereby incorporated and the following provisions shall apply:

(i) The Contractor shall promptly notify the City in writing before the following conditions are disturbed: (1) material the Contractor believes may be hazardous waste as defined in Health and Safety Code section 25117; (2) subsurface or latent physical conditions at the site differing from those indicated by the City prior to the deadline for submitting bids; and (3) unknown physical conditions at the site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in the character of the work.

(ii) The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in the Contract Documents.

(iii) In the event that a dispute arises between the City and the Contractor 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, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

(b) To the extent that the Project involves an estimated expenditure in excess of twenty-five thousand dollars ($25,000) and requires the excavation of any trench or trenches five (5) feet or more in depth, Labor Code section 6705 is hereby incorporated and the following provisions shall apply:

(i) Submission by the Contractor and acceptance by the City or the City Engineer of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or

trenches is required in advance of excavation.

(ii) If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

SECTION 19. UNDERGROUND SERVICE ALERT

Except in an emergency, the Contractor prior to conducting any excavation or resurfacing shall contact the appropriate regional notification center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing. Underground Service Alert may be contacted by calling 811 or 1-800-227-2600. The Contractor shall also notify the City of La Palma Public Works Department at (714) 690-3310.

In addition to and notwithstanding the foregoing, the Contractor is required to comply with all relevant provisions of Government Code section 4216 *et seq.* and all other laws regarding the relocation or disturbance of utilities. The Contractor's attention is specifically called to Government Code sections 4216.2, 4216.4 and 4216.6.

SECTION 20. LABOR CODE

(a) Pursuant to applicable provisions of the Labor Code of the State of California, including Labor Code section 1773.2, not less than the general prevailing rate of per diem wages including legal holidays, and overtime work for each craft or type of worker needed to execute the work contemplated under the Contract Documents shall be paid to all workers employed on the work to be done according to this contract by the Contractor or any subcontractor and shall be deemed to include employer payments for health and welfare, pension, vacation and similar purposes. The Community Services Director or City Engineer has on file the prevailing rate of per diem wages and will furnish the same to any interested party on request. A copy of the prevailing rate of per diem wages must be posted at each job site.

(b) The provisions of Labor Code section 1776 are incorporated herein. As required under Section 1776, the Contractor and each subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) the information contained in the payroll record is true and correct; and (2) the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by his or her

employees on the public works project.

(c) The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices.

(d) Pursuant to Labor Code Section 1775, it is hereby stipulated that the Contractor shall, as a penalty to City, forfeit not more than $50 (to be determined by the Labor Commissioner) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for the work or craft in which the worker is employed for the Project under the contract by Contractor or by any subcontractor under the Contractor. The Contractor shall be responsible to ensure that all contracts executed between the Contractor and the subcontractor for the performance of work on the Project shall include a copy of the provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

(e) Pursuant to Labor Code section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

(f) Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit $25 for each worker employed in the execution of this Contract by the Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(g) Pursuant to Labor Code section 1860, in accordance with the provisions of Section 3700 of the Labor Code, the Contractor and each subcontractor is required to secure the payment of compensation to its employees.

(h) CONTRACTOR'S REGISTRATION: In accordance with Labor Code Section 1771.4, the Contractor shall furnish the records specified in Labor Code Section 1776 directly to the California Labor Commissioner at least monthly (or more frequently if specified in the Special Provisions) in a format prescribed by the Labor Commissioner. The Contractor shall also submit certified payrolls to the Engineer, including certified payrolls for all Subcontractors, at any tier, performing work on the site, regardless of the dollar amount or type of subcontract.

SECTION 21. INELIGIBLE SUBCONTRACTORS

Pursuant to Public Contract Code section 6109, the Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project pursuant to Labor Code section 1777.1 or 1777.7. Any contract between the Contractor and an ineligible subcontractor for work on the Project is void as a matter of law. Any public money paid to the ineligible subcontractor by the Contractor shall be returned to

the City.

SECTION 22. NOTIFICATION OF THIRD PARTY CLAIMS

The City and the Contractor shall each notify the other of the receipt of any third-party claims relating to the contract. This notification shall be made in writing within one (1) week from the receipt of the third-party claim.

SECTION 23. CLAIMS

This section shall apply to claims of $375,000 or less arising between the City and the Contractor under this contract.

(a) Pursuant to Public Contract Code Section 20104 *et seq*., which is incorporated herein, the claim shall be in writing, include the documents necessary to substantiate the claim, and be filed with the City on or before the date of the final payment for the work. If the claim is less than $50,000, the City shall respond in writing to the claim within 45 days of its receipt; or the City may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor, and in such event the City's response shall be submitted to the Contractor within the later of 15 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information.

If the claim is over $50,000, the City shall respond in writing to the claim within 60 days of its receipt, or the City may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor, and in such event the City's response shall be submitted to the Contractor within the later of 30 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information or requested documentation.

(b) If the Contractor disputes the City's written response, or if the City fails to respond within the prescribed time, to the claim, the Contractor may notify the City in writing within 15 days, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of the demand, the City shall schedule a meet and confer conference within 30 days. If the claim or any portion thereof remains in dispute following the meet and confer conference, the Contractor may file a claim pursuant to Government Code Section 900, *et seq*. For purposes of this paragraph, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits the claim until the time such claim is denied, including any period of time utilized by the meet and confer conference.

(c) The following procedures shall apply to any civil action filed pursuant to this section.

(i) Nonbinding Mediation - Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, and shall be commenced within 30 days of the submittal and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

(ii) Judicial Arbitration - If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, *et seq.*, of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedure of Code of Civil Procedure Section 2016.010, *et seq*., shall apply, consistent with the rules pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, *et seq*., (a) arbitrators shall, when possible, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorneys fees on appeal of the other party.

(iii) Interest on Award or Judgment - In any suit filed pursuant to this section, the City shall pay interest at the legal rate on any arbitration award or judgment, which interest shall begin to accrue on the date the suit is filed in a court of law.

All claims not subject to this section must be presented to the City pursuant to Government Code section 910 *et seq*. The City shall take action with respect to any such claim as provided in Division 3.6 of Title 1 of the Government Code. Denial of such claim by the City shall be a prerequisite to the institution of any legal proceeding challenging the action(s) of the City.

SECTION 24. SUBSTITUTION OF SECURITIES

The provisions of Public Contract Code section 22300 are incorporated herein. At the request and expense of the Contractor, securities equivalent to any amount withheld by the City to ensure performance under the contract shall be deposited with the City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor. The Contractor shall bear all of the expense of the City and the escrow agent in connection with the establishment of an escrow account, the deposit of qualified securities into the escrow account, all statements and accounting relating to the escrow account, and the maintenance of the escrow account.

Securities eligible for investment under this section include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and the public agency. The contractor shall be the beneficial owner of any

securities substituted for moneys withheld and shall receive any interest thereon.

The Contractor shall, upon written notification to the City that the Contractor intends to open an escrow account with an escrow agent to deposit qualified securities as a substitute for retention of Contractor earnings required to be withheld by the City, notify the Surety in writing of such intention, and furnish the City with the written consent of the Surety to the utilization of such escrow account in lieu of periodic retention.

SECTION 25. ADDITIONAL SURETY

If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the Community Services Director or City Engineer are or become insufficient, he or she may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Community Services Director or City Engineer within fifteen (15) days after notice, and in default thereof the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

SECTION 26. LIABILITY AND INDEMNIFICATION

The City, its officers, employees, agents and representatives, and the Engineer shall not be answerable or accountable in any manner, either individually or collectively for any loss or damage that may happen to the Work or any part thereof, or for any of the materials or other things used or employed in performing the Work, or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the Project. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the Work, except the active negligence or willful misconduct of City, its agents, servants or independent contractors who are directly responsible to the City.

Contractor shall indemnify City, the Engineer, and the respective City Councils, officers, employees, agents and representatives, against, and hold and save them and each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with the Work, operation or activities of Contractor, its agents, employees, subcontractors or invitee, provided for herein, whether or not there is concurrent passive negligence on the part of the City, its officers, directors, employees, agents, representatives, or the Engineer, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arise from the active negligence or willful misconduct of City or its officers, directors, employees, agents, representatives or independent contractors who are directly responsible to City; and in connection therewith:

(a) Contractor shall defend any action or actions filed in connection with any of such claims, damages, penalties, obligations or liabilities, and shall pay all costs and expenses, including attorneys' fees, incurred in connection therewith.

(b) Contractor shall promptly pay any judgment rendered against Contractor or

the City or City Personnel or independent contractors who are directly responsible to City covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder, and Contractor shall save and hold the City harmless there from.

(c) In the event the City is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the work, operation or activities of Contractor hereunder, Contractor shall pay to the City any and all costs and expenses incurred by the City in such action or proceeding, together with reasonable attorneys' fees. If the City is so named as a party to any such action, the City can elect to be represented by counsel of its choosing and Contractor shall be responsible to reimburse the City for all reasonable fees and costs associated with that representation.

(d) So much of the money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such actions or claims for damages as aforesaid.

SECTION 27. PERSONAL LIABILITY

Neither the City, the Community Services Director or City Engineer, nor City Personnel shall be personally responsible for any liability arising under the Contract.

SECTION 27. LEGAL ACTIONS AGAINST THE CITY

In the event litigation is brought against the City concerning compliance by the City with State or Federal laws, rules or regulations applicable, the provisions of this section shall apply:

(a) If, pursuant to court order, the City prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specifications unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.

(b) If, pursuant to court order (other than an order to show cause), the City is prohibited from requiring the Contractor to perform all or any portion of the work, the City may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

(c) If the final judgment in the action prohibits the City from requiring the Contractor to perform all or any portion of the work, the City will either eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

SECTION 29. INSURANCE

The Contractor shall not commence work under the Contract Documents until it has secured all types and amounts of insurance required under the Contract Documents, nor shall it allow any subcontractor to commence work on its subcontract until any such subcontractor has obtained the same insurance required of the Contractor under the Contract Documents. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of Project until a notice of completion is issued by the Community Services Director or City Engineer, insurance coverage as provided below, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to the City. The provisions of this Section 29 replace the provisions of Standard Specifications subsection 7-3.

(a) Insurance Coverage Required: Contractor shall provide the following types and amounts of insurance.

(i) Commercial General Liability Insurance. Contractor shall use Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than Three Million Dollars ($3,000,000.00) per occurrence for all covered losses and no less than Five Million Dollars ($5,000,000.00) general aggregate.

(ii) Workers' Compensation. Contractor shall use a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than One Million Dollars ($1,000,000.00) per accident for all covered losses.

(iii) Business Auto Coverage. Contractor shall use ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than One Million Dollars ($1,000,000.00) per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this Project, Contractor shall obtain evidence of personal auto liability coverage for each such person.

(iv) Excess or Umbrella Liability Insurance (Over Primary). If excess or umbrella liability insurance is used to meet limit requirements, Contractor shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay ob behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors, or others involved in the work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

(b) Contractor's Insurance General Requirements:

(i) Shall be issued by an insurance company that is an admitted carrier in the State of California and maintains a Secure Best's Rating of "A-" or higher; unless otherwise approved by the City;

(ii) Commercial General Liability, Business Auto Coverage and Excess or Umbrella Liability shall name the City, and its officers, officials, employees, agents, representatives and volunteers (collectively "City Personnel") as additional insureds and contain no special limitations on the scope of protection afforded to City or City Personnel. All insurance provided hereunder shall include the appropriate endorsements.

(iii) Shall be primary insurance and any insurance or self-insurance maintained by the City and/or City Personnel shall be in excess of Contractor's insurance and shall not contribute with it.

(iv) Shall be "occurrence" rather than "claims made" insurance.

(v) Shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.

(vi) Shall be endorsed to state that the insurer shall waive all rights of subrogation against City and City Personnel.

(vii) Shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by City.

(viii) Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the City by U.S. mail,

or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

(c) Deductibles: Any deductibles or self-insured retentions must be declared to and approved by City prior to the execution of the Agreement by City.

(d) Evidence of Coverage: The Contractor shall furnish the City with endorsed certificates of insurance demonstrating the coverage required by this Section which shall be received and approved by City not less than five (5) working days before work commences.

SECTION 30. INTEGRATION

No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification. Contractor hereby acknowledges that no oral statement can be reasonably relied on and shall not be relied on for any equitable claim.

The Contract Documents represent the entire understanding of the City and the Contractor as to those matters contained therein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents.

SECTION 31. INDEPENDENT CONTRACTOR STATUS

The City hereby engages Contractor as an independent contractor for the sole purpose of performing the work related to the Project. Contractor shall perform the services on the terms and conditions set forth herein. Contractor is an independent contractor, and nothing in this Contract or in the relationship between the City and the Contractor shall constitute a partnership, joint venture, agency or any other similar relationship.

SECTION 32. SALES AND/OR USE TAXES

Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by Federal, State or local authorities on materials used or furnished by the Contractor in performing the work hereunder, shall be paid by the Contractor.

SECTION 33. RECOVERY OF ANTI-TRUST CLAIMS

In submitting a bid to the City, the Contractor offers and agrees that if the bid is accepted, it will assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 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, materials, or services by the Contractor for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the Contractor.

SECTION 34. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or of its rights, title or interest in or to the same or any part thereof, without the previous consent in writing of the City. The Contractor shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the contract unless by and with the like consent signified in like manner. If the Contractor shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the contract or its right, title or interest therein, or of any of the monies to become due under the contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disruption shall be null, void and of no legal effect whatsoever. In such event the contract may, at the option of the City, be terminated, revoked and annulled, and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee. No right under the contract, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any purported assignment of the contract, or any part thereof, or by reason of the purported assignment of any monies to become due hereunder, unless authorized as set forth herein by written consent of the City. If the City consents to any assignment of the contract, or any part thereof, and the contract or part thereof is in fact assigned, all rights and obligations under the Contract Documents will be of full force and effect as to both the Contractor as Assignor and the Contractor's Assignee unless the City agrees otherwise in writing.

SECTION 35. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

The California Environmental Quality Act may be applicable to permits, licenses and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the City has obtained permits, licenses or other authorizations applicable to the work, in conformance with the requirements in said California Environmental Quality Act, the Contractor shall comply with the provisions of said permits, licenses and other authorizations.

SECTION 36. PUBLIC SAFETY AND PUBLIC PROTECTION

The attention of the Contractor is directed to subsection 7-10.4 of the Standard Specifications and is cautioned that the Standard Specifications apply to demolition and/or removal work as well as construction work. Strict compliance with State and local safety requirements will be enforced.

The Contractor is required to make whatever the provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as

his or her operation warrant to protect the public from danger, loss of life or loss of property, which would result from interruption of or contamination to the public water supply, interruption of other public utility services, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life and property, due directly to protection of work under this contract.

Whenever, in the opinion of the Community Services Director or City Engineer, an emergency exists as a result of the Contractor's activity that threatens public safety, utilities and adjacent structures or property, immediate action shall be considered necessary in order to protect or property, the Community Services Director or City Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act within a reasonable time, the Community Services Director or City Engineer may provide suitable protection by causing such work to be done and material to be furnished as deemed reasonable and necessary.

The cost and expense of said labor and material together with the cost and expense of such repairs as are deemed necessary shall be borne by the Contractor.

SECTION 37. TERMINATION

The City may terminate the contract at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the proceeding under the contract is prevented by law, an act of God, or an official action of a public authority. Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

(a) The Community Services Director or City Engineer will issue the Contractor a written notice specifying that the contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Community Services Director or City Engineer, the Contractor shall:

(i) Stop all work under the contract, except that specifically directed to be completed prior to acceptance.

(ii) Perform work the Community Services Director or City Engineer deems necessary to secure the Project for termination.

(iii) Remove equipment from the site of the work.

(iv) Take such action as is necessary to protect materials from damage.

(v) Notify all subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Community Services Director or City Engineer.

(vi) Provide the Community Services Director or City Engineer with an inventory list of all materials previously produced, purchased or ordered

from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the Community Services Director or City Engineer may request.

(vii) Dispose of materials not yet used in the work as directed by the Community Services Director or City Engineer. It shall be the Contractor's responsibility to provide the City with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.

(viii) Subject to the prior written approval of the Community Services Director or City Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Community Services Director or City Engineer, the Contractor shall assign to the City all the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

(ix) Furnish the Community Services Director or City Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.

(x) Take such other actions as the Community Services Director or City Engineer may direct.

(b) The total compensation to be paid to the Contractor following termination shall be determined by the Community Services Director or City Engineer on the basis of the following:

(i) The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization and work done to secure the Project for termination. Reasonable cost will include a reasonable allowance for Project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.

When in the opinion of the Community Services Director or City Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

(ii) A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes

to the satisfaction of the Community Services Director or City Engineer that it is reasonably probable that he or she would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.

(iii) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the City or otherwise disposed of as directed by the Community Services Director or City Engineer.

(iv) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract. All records of the Contractor and his or her subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the City at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.

(v) After acceptance of the work by the Community Services Director or City Engineer, the Community Services Director or City Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

(c) Acceptance of the terminated contract as specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

(i) The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the City for use in the work and unused, shall terminate when the Community Services Director or City Engineer certifies that such materials have been stored in the manner and at the locations he or she has directed.

(ii) The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of such materials has been taken by the City.

(iii) When the Community Services Director or City Engineer determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the Project for termination, he or she will recommend that the Community Services Director or City Engineer formally accept the contract, and immediately upon and after such

acceptance by the Community Services Director or City Engineer, the Contractor will not be required to perform any further work thereon and shall be relieved of his or her contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the Project by the Community Services Director or City Engineer.

(d) The provisions of this Section 37 shall be included in all subcontracts.

SECTION 38. MAINTENANCE AND GUARANTEE

(a) The Contractor hereby guarantees that the entire work constructed by him or her under the contract will meet fully all requirements of the Contract Documents and the Standard Specifications incorporated herein as to quality of workmanship and of materials furnished by him or her. The Contractor hereby agrees to make at his or her own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him or her that become evident within one (1) year after the date of final payment, and to restore to full compliance with the requirements of these specifications including the test requirements set forth herein for any part of the work constructed hereunder which during said one (1) year period is found to be deficient with respect to any provisions of the specifications. The Contractor also agrees to indemnify and hold the City and City Personnel harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the Community Services Director or City Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his or her surety shall be liable to the City for the cost thereof.

(b) The guarantees and agreements set forth in subsection (a) hereof shall be secured by a surety bond which shall be delivered by the Contractor to the City before the notice of completion and acceptance of the work by the Community Services Director or City Engineer, as provided in subsection 6-8 of the Standard Specifications. Said bond shall be in an approved form by the City Attorney and executed by a surety company or companies satisfactory to the City in the amount of one hundred percent (100%) of the contract. Said bond shall remain in force for a period of one (1) year after the date of said notice of completion and acceptance. Instead of providing such a bond as described above, the Contractor may, at his or her option, provide for the faithful performance bond furnished under the contract to remain in force and effect for said amount until the expiration of said one (1) year period.

SECTION 39. LIQUIDATED DAMAGES

Subsection 6-9 of the Standard Specifications is hereby amended as follows:

(a) Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each

consecutive calendar day in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of one thousand dollars ($1,000.00).

Execution of the contract under these specifications shall constitute agreement by the City and Contractor that one thousand dollars ($1,000.00) per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the contractor if such delay occurs.

(b) In addition to the liquidated damages specified, if the Contractor fails to complete the work within the time specified for completion, plus any authorized time extensions, the Agency shall have the right to charge to the Contractor all or any part, as it may deem proper, of the actual costs of inspection, supervision and other overhead expenses that are directly chargeable to the Project and that accrue after the expiration of such specified time for completion plus authorized extensions. This charge will be in addition to the payment of liquidated damages.

SECTION 40. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract Documents, which is not so inserted, shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

SECTION 41. MISCELLANEOUS PROVISIONS

(a) Governing Laws: The Contract Documents shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California.

(b) No Waiver: The waiver by any party of a breach of any provision of the Contract Documents shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.

(c) Attorneys' Fees: If any legal action is necessary to enforce or interpret the terms of the Contract Documents, the prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, costs, and necessary reimbursements in addition to any other relief to which said party may be entitled.

(d) Authority to Execute: The persons executing the Contract Documents on behalf of each party warrant that he/she is duly authorized to execute and deliver the Contract Documents on behalf of the respective party for whom he/she signs, and that by so executing the Contract Documents, each party is

bound by the provisions of the Contract Documents.

(e) Severability: If any term, provision, covenant or condition of the Contract Documents is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of the Contract Documents shall not be affected thereby, and each term, provision, covenant or condition of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

(f) No Third-Party Rights: Except for rights expressly set forth in the Contract Documents, execution and delivery of the Contract Documents shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to any person or entity other than each other and their respective affiliates.

(g) Headings: The headings in the Contract Documents are for convenience of reference only, and shall not limit or otherwise affect the meaning of the Contract Documents.

(h) Modifications and Communications: Neither the Contract Documents nor any provision hereof may be changed, waived, discharged or terminated orally or in writing, except that any provision of the Contract Documents may be amended by a writing signed by the parties, and the observance of any provision of the Contract Documents may be waived (either generally or in a particular instance in either retroactively or prospectively) by a writing signed by the party against whom such waiver is to be asserted. Any action, including but not limited to any request, approval, change in work request, extension request, and any communication, called out for by the Contract Documents shall only be binding on the respective parties if made a writing signed by the parties consistent with the terms of the Contract Documents.

CITY OF LA PALMA

SPECIAL PROVISIONS

FACILITY ROOF REPAIRS
(CITY PROJECT NO. 15-BLDG-05)

I. GENERAL

A. STANDARD SPECIFICATIONS: All work embraced herein shall be accomplished in accordance with the Technical Parts of the Standard Specifications for Public Works Construction, latest edition plus any supplements, published by BNi Publications, Inc., 1612 S. Clementine Street, Anaheim, California 92802 (hereinafter referred to as the "Standard Specifications"). For purposes of the Special Provisions, "Technical Parts" refers to all parts of the Standard Specifications other than Part 1 – General Provisions. The Contractor's attention is drawn to the fact that the latest edition (not the latest edition at the time the Notice Inviting Sealed Bids is signed by the Community Services Director or City Engineer) of the Technical Parts of the Standard Specifications applies to the Project. The Technical Parts of the Standard Specifications are incorporated herein as truly as if fully set forth herein, except as modified by the Contract Documents. Where provisions of the Technical Parts of the Standard Specifications and the Contract Documents conflict, the Contract Documents shall prevail.

B. DEFINITION OF TERMS: For purposes of the Special Provisions, wherever in the Standard Specifications the terms below are used, they shall be understood to mean and refer to the following:

1. "Agency" - The City of La Palma, California.
2. "Board" - The La Palma City Council.
3. "Engineer" - The La Palma Community Services Director or City Engineer, acting either directly or through authorized agents.
4. Other terms appearing in the Standard Specifications shall have the intent and meaning specified in Section 1 of the Standard Specifications.

C. PROJECT PLANS: The location of the work, its general nature, extent, form and detail of the various features incorporated into these specifications, bound herein accompanying and made a part of these provisions.

D. WATER POLLUTION: The contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his or her operations so as to prevent roof materials or other materials from entering the surface drainage structures of the adjoining streets and the underground storm drainage system.

Prior to commencement, the contractor shall provide, in detail, his or her method and procedure to assure that it will comply with the current NPDES requirements of "Stormwater Pollution Prevention Plan". (SWPPP) and/or "Water Quality Management Plan" (WQMP).

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed thereof.

E. SOUND CONTROL REQUIREMENTS: The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the Project without said muffler.

The noise level from the Contractor's operations, between the hours of 8:00 P.M. and 7:00 A.M., shall not exceed 86 dBA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

II. PUBLIC CONVENIENCE AND SAFETY

A. GENERAL: In addition to the requirements specified in Subsection 7-10 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, “Manual on Uniform Traffic Control Devices".

B. B. SAFETY DEVICES: Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the City Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his or her expense. Should the City Engineer point out the inadequacy of warning and protective measures, such action on the part of the City Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his or her obligation to furnish and pay for these devices.

Prior to beginning any construction, the Contractor shall furnish the City Engineer with emergency phone numbers where he or she or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the City Engineer within 2 hours.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will

be placed, or caused to be placed, by the City. The cost of placement of these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of $100 per call-out plus $50 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

The Contractor shall remove any unnecessary traffic control devices from the work area in a timely manner. Should the Contractor fail to comply, upon notice from the City, within two (2) hours, City Staff will remove the devices and back-charge the Contractor at the rate of $100.00 per instance requiring the City to complete a removal. These charges will be withheld from payments due the Contractor.

The Contractor shall, overnight and on weekends, monitor the condition of his or her traffic control devices for proper placement and safety. Should the City be notified of improper placement of these devices, the City Staff will make necessary corrections and back-charge the Contractor at the rate of $100.00 per instance. These charges will be withheld from payments due the Contractor.

C. TRAFFIC BARRICADE: The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the Project as specified in Subsection 7-10 of the Standard Specifications, or as directed by the City Engineer. On major streets, traffic maintenance shall conform to the provisions in Section 7-10.2, and these Special Provisions.

The Contractor shall prepare traffic control plans (TMPs) for approval from the City Engineer.

Cost for barricading, traffic control, TMPs shall be included in the bid price under Contract Item “Mobilization and Traffic Control” or under individual items and no additional compensation shall be made therefore.

D. TRAFFIC AND ACCESS: The Contractor shall provide safe and continuous passage for pedestrian and vehicle traffic at all times. Emergency vehicles shall be permitted to pass through the work area without delay at all times.

The Contractor shall provide and maintain all necessary flagmen, barricades, delineators, signs, flashers, and any other equipment as set forth in the Work Area Traffic Control Handbook (W.A.T.C.H.) prepared by the Southern California Chapter of the American Public Works Association, latest edition, or the State of California Department of Transportation “Manual of Warning Signs, Lights and Devices for use in Performance of Work Upon Highways”, latest edition; or as required by the City Engineer to insure safe passage of traffic.

The minimum taper allowed for transitional traffic from one lane to another shall be as follows:

TRAFFIC SPEED (mph)	TAPER LENGTH (ft.)
25	150
30	200
35	250

40	350
45	550
50	600

E. LANE CLOSURES: Lane closures will not be permitted before 8:30 a.m. or after 4:30 p.m. in the arterial and secondary streets, and before 7:30 a.m. or after 4:30 p.m. in the local/residential streets, unless a request, in writing, has been received and approved by the City Engineer at least 72 hours in advance of the work.

No work shall commence prior to, or after the aforementioned hours.

The Contractor shall pay the Agency the **sum of $100 for every 15 minute interval,** or portion thereof, whenever traffic lanes are closed or work commence and/ or continue other than as specified above, which the parties agree is a reasonable estimate of the cost the Agency shall incur because of any interference in traffic flows caused by the Contractor. No overnight lane closure shall be permitted without prior approval of the Agency.

The Contractor shall use flashing arrow signs for lane closures unless otherwise authorized by the City Engineer in advance of the work. Trench plates shall be of the non-skid type and shall be pinned to prevent movement. The plates shall be ramped with temporary AC.

F. REMOVAL OF OFFICIAL SIGNS: In accordance with the requirement of Section 21464 of the Vehicle Code of the State of California, no person shall without lawful authority remove any official traffic control devices, guidepost or signpost placed or erected as authorized of required by law. Therefore, any such existing traffic control devise, guidepost, or signpost located within alignment of or interfering with the new construction work required herein, shall not be removed or relocated without first obtaining permission to do so from the City Engineer.

G. NOTIFICATION OF AFFECTED RESIDENCES AND BUSINESSES: Written notification shall be provided to residences and businesses fronting the Project alignment. Notify these parties **72 hours in advance** of construction that will affect these properties. Door hangers or other means of notification shall be submitted to and approved in advance by the City Engineer.

III. SITE CLEANING

All debris resultant from the Contractor's excavation or construction operation shall be removed from the site the same day at the Contractor's expense. No excess materials shall be dumped or drained into the storm sewer. All materials removed shall be disposed of outside of the right-of-way, which shall be left with a clean and finished appearance.

IV. NOTIFICATION OF AGENCIES

The following entities shall be notified at least 72 hours in advance of any street closure

or restriction to access by the Contractor. Coordination of established service schedules will be available to the Contractor at the pre-construction meeting.

1. Community Services Director or City Engineer
2. Fire Department
3. Police Department
7. Residents within Project area
8. Any others that are determined by the Community Services Director or City Engineer, as necessary to be notified.

III. SITE CLEANING

All debris resultant from the Contractor's excavation or construction operation shall be removed from the site the same day at the Contractor's expense. No excess materials shall be dumped or drained into the storm sewer. All materials removed shall be disposed of outside of the right-of-way, which shall be left with a clean and finished appearance.

IV. NOTIFICATION OF AGENCIES

The following entities shall be notified at least **72 hours in advance** of any street closure or restriction to access by the Contractor. Coordination of established service schedules will be available to the Contractor at the pre-construction meeting.

1. City Engineer
2. Fire Department
3. Police Department
4. Disposal & Street Sweeping Companies
5. Post Office
6. Affected School Districts
7. Residents within Project area
8. Any others that are determined by the City Engineer, as necessary to be notified.

V. CONSTRUCTION YARD

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the City Engineer.

When storage sites are located on private properties, the Contractor shall be required to submit to the City Engineer written approval from the record owner authorizing the use of his or her property by the Contractor.

VI. SANITARY CONVENIENCE

Necessary sanitary facilities for the use of workers on work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained in an approved manner by the Contractor, and their use shall be strictly enforced by the Contractor.

VII. CONFERENCE

The Contractor shall arrange for a pre-construction conference with the City Engineer and City Staff, which shall be held a minimum of five (5) working days prior to commencement of any work. The Contractor shall have his or her equipment available for inspection by the City Engineer at the time of the pre-construction conference.

VIII. PAYMENT

The lump sum or unit price paid for contract bid items shall include full compensation for furnishing all labor, materials, testing, tools, equipment and incidentals for constructing complete in place, as shown on the Plans, in these specifications, or as directed by the City Engineer.

IX. "AS-BUILT" PLANS

The Contractor is required to submit to the City Engineer "As-Built" mark-up plans prior to final acceptance of the work. The plan shall indicate in red all deviations from the contract plans.

CITY OF LA PALMA

TECHNICAL PROVISIONS

CIVIC CENTER AND SEGO PALM ROOM ROOF REPAIR
(CITY PROJECT NO. 15-BLDG-XX)

Description

The work includes the securing permits to encapsulate the existing Civic Center Roof (City Hall, Police and Fire Department) and the Sego Palm Room at the Community Center.

The work includes the removal and disposal of roof debris, sealing of existing roof in a silicon coating, cleaning all roof drains and scuppers, restoration of existing improvements, and ensuring public safety and convenience.

The encapsulation shall be a Full Silicon Coating (roof restoration) with a 10 year NDL silicon system by Roof-Tek, Poly-Sil 2500 Series as shown in Appendix 1.

The bid will include the following spaces:

Phase I		
	Civic Center, inclusive of City Hall, Police Department and Fire Departments	26,600 +/- sq. ft.
Phase II		
	Sago Palm Room	1,100 +/- sq. ft.

The detailed scope of work includes, but not limited to the following:

- Clean and prepare the roof surface including power washing the entire roof
- Clean all roof drains/scuppers
- Cut and properly fasten loose cap sheets including walls
- Install new Detail Cap Sheet at cut locations
- Install Three (3) Course Silicon along all wall edges and drains
- Apply new two (2) part epoxy primer
- Install new silicon coating at rate of 2/3 gallons per SQ's Entire Roof
- Clean all roofing debris and haul away.

Submittals

Upon the execution of the contract the Contractor shall provide the product data sheets,

schedule and other related project submittals to the City for review and approval.

Substitutions

Contractor's may submit product substitutions for review by the City prior to five (5) days before the bid opening. Upon receipt, the City will review and determine if the substitution is acceptable with the issuance of a subsequent addendum. The City reserves the right to determine if the substitution is acceptable or an equal replacement.

NO SUBSTITUTIONS WILL BE CONSIDERED AFTER THE BID SUBMITTAL DATE.

Contractor's License:

Work performed under this contract requires the Contractor to possess a valid Class A – "General Engineering Contractor" or Class B – "General Building Contractor" license in accordance with the provisions of Chapter 9, Division 3 of the Contractor State License Board (CSLB) Business and Professions Code and its implementing regulations or C-39 – "Roofing Contractor" license in accordance with the provisions of Title 16, Chapter 8 of the CSLB Business and Professions Code and its implementing regulations.

Damage:

Should any work under this contract damage or cause to be damaged any item or items not scheduled to be removed, such items shall be restored to their original condition and position, or shall be replaced, all at the Contractor's expense. All repairs or replacements shall be performed to the satisfaction of the Community Services Director or City Engineer.

Progress of Work and Time of Completion:

The Community Services Director or City Engineer shall provide the Contractor written notice of the specific date upon which he shall commence work. Notice shall be given at least FORTY-EIGHT (48) hours in advance. Once work is started, the Contractor shall conduct his operations for continuous progress of work on a daily basis.

Commencement of Work:

The Contractor shall begin work no later than forty-eight (48) days after receiving written notice to commence work.

Duration of Work:

The Contractor has thirty (30) working days to complete the work. Liquidated damages

in the amount of $800 per calendar day shall be assessed for each calendar day after thirty (30) working days.

Wage Rates:

Contractors are obligated to pay prevailing wages to persons employed by them for work under this contract. The contractor is required to keep all necessary records and documentation and prepare any required reports to verify that prevailing wages are paid in accordance with state and federal laws. Certified payrolls will be required to be submitted to the City, as deemed necessary by the Community Services Director or City Engineer.

Public Convenience and Safety:

The Contractor shall so conduct his operation as to cause the least possible obstruction and inconvenience to the public. The Contractor shall barricade the work area to the satisfaction of the Community Services Director or City Engineer.

The Contractor shall furnish, erect, and maintain such fences, warning devices, and signs in compliance with the current Work Area Traffic Control Handbook (WATCH), all construction areas shall be barricaded and caution tape shall be placed, or as may deemed necessary by the Community Services Director or City Engineer or his designated representative to give adequate warning to the public at all times.

CITY OF LA PALMA
GUARANTY

In accordance with the terms of the contract for the modification of CIVIC CENTER AND SEGO PALM ROOM ROOF REPAIR in the City of La Palma between the City of La Palma (hereinafter referred to as the City) and the undersigned, which contract provides for the installation of miscellaneous items, or parts thereof, and under which contract the undersigned has installed such systems, the following guaranty of said system is hereby made.

Should any of the materials and equipment installed pursuant to said contract, prove defective; or should the system as a whole prove defective, due to faulty workmanship, material furnished or methods of installation; or should the said systems or any part thereof fail to operate properly, as planned, due to any of the above causes, all within one year after date on which systems stated in said contract are accepted by the City, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within twenty (20) days after the receipt of demand from the City. In the event repairs are not made within twenty (20) days, the City shall have the unqualified option to make any needed repairs or replacements itself or by any other contractor. The undersigned agrees to reimburse the City, upon demand, of its expenses incurred in restoring said systems to the condition contemplated in said contract, including the cost of any equipment or materials replaced, or upon demand by the City, to replace any such equipment and repair said systems completely without cost to the City so that they will operate successfully as originally contemplated.

Emergency repairs must necessarily be made by the City; therefore, when defective material or workmanship results in emergency repairs, the undersigned agrees to reimburse the City, upon demand, expenses incurred. Emergency repairs will be deemed as those repairs necessary due to malfunctions of equipment as determined by the Community Services Director or City Engineer.

Said systems will be deemed defective within the meaning of this guaranty in the event that they fail to operate as originally intended by the manufacturers thereof and in accordance with the plans and specifications included in said contract.

Dated:_____ _____
Contractor

APPENDIX

Roof-Tek®

Poly-Sil 2500 Series

HIGH SOLIDS

V.O.C. Compliant

For Professional Use Only

Miami-Dade County Product Control Approved
NOA No. 14-0220.10 Exp. Date 4/03/18
Florida Approval: FL# 13816-R2

PRODUCT INFORMATION

Product Type: A ready-to use, **solvent free**, high solids, single component, moisture cure fluid applied silicone coating.

General Properties: Breathable membrane possessing superior weathering and water resistance characteristics.

Recommended Uses: Provides elemental protection for architectural surfaces such as vertical walls, masonry, concrete, metal, single ply membranes and sprayed-in-place urethane foam systems.

Product Limitations: Not recommended for continuous immersion service, for use in cryogenic tank, or cold storage roofing applications without a vapor barrier, or directly over modified Bitumen, asphalt or coal tar built-up roofing systems without a sealer.

Ponding Water:

- The Poly-Sil 2500 Membrane is not affected by ponding water, however:
- The National Roofing Contractors Association considers ponding water on any roof undesirable and recommends that all roof systems be designed and built to ensure positive drainage. (See the NRCA Roofing and Waterproofing Manual).

Please consult CFS Technical Department for any specific questions regarding the application of this product.

Flammability Characteristics: Poly-Sil 2500 Series Silicone Coatings carry Class "A" Non-Combustible and Class "B" Combustible credentials as tested under UL 790 procedures over spray foam and single ply roofing systems. Contact CFS or refer to the UL directory for specific information.

Additional Approvals:

- ENERGY STAR®
- CRRC
- Miami-Dade Co.
- Factory Mutual
- Florida Power & Light listed
- Building Envelope Reflective Roofing Approved Technologies
- California Title 24 Compliant.
- Tested and Certified by NSF International

Contact CFS Technical Dept. for details

NSF Protocol P151
Health Effects from Rainwater Catchment System Components

Standard Colors: White, Light Grey, and Dark Grey. Special colors are available upon request at additional charge. Allow additional 15 days for non-standard colors.

PHYSICAL PROPERTIES:

Material tested complies with all the requirements of **ASTM D-6694-01** Standard Specification Liquid-Applied Silicone Coating used in Spray Polyurethane Foam Roofing.
Passed: ASTM C1305 Crack Bridging Ability

Tensile Strength:	331 PSI at 73°F. 432 PSI @ 0°F.	(ASTM D-2370)
Elongation: (break)	192% at 73°F. 216% @ 0°F.	(ASTM D-2370)
Tear Resistance: (Die C), lb f/in	37.5	(ASTM D-624)
Viscosity: (Brookfield RVF)	Typical 8,000 to 12,000 cps	#5 Spindle 20 rpm @ 77°F
Reflectivity: (White)	.70 Aged 3 yr	(ASTM C-1549)
Emissivity: (White)	.90 Aged 3 yr	(ASTM C-1371)
SRI Value:	110 Initial	
Permeance: US Perms	5.9 ±	(ASTM E-96) Procedure B
Tensile, set at 100% Elongation:	Nil.	
Temperature Stability Range:	-80 °F. to 350°F. (-37C. to 177C)	
Water Absorption:	0.1 weight % after two weeks at 75 F. (24 C.)	(ASTM D-471)
Weathering / UV Resistance:	No degradation 5000 hrs	(ASTM D-6694)
Specific Gravity:	1.30 at 77°F. (25C.)	
Tack Free Time:	1 hour	*Temp. & Humidity Dependent*
VOC:	< 50 Grams/Liter	(ASTM D-3960) EPA Method 24
Durometer Hardness:	50± 5 points	(ASTM D-2240) Shore A
Solids Content By Weight:	96% ± 2	(ASTM D-1644)
Solids Content By Volume:	96% ± 2	(ASTM D-2697)
Maximum Continuous Service Temperature:	185°F (85°C)	
Flash Point: (COC)	290°F.	(ASTM D-92)
Cure Time:	Minimum 2 hrs Maximum 8 hrs	*@ 100 Deg F & 90% Humidity* *@ 40 Deg F & 20% Humidity*
Shelf Life:	(UNOPENED CONTAINERS): 6 Months *** When Stored Between 35°F. and 75° F. ***	

ORDERING INFORMATION: Available in 5-gallon pails (19 liters), and in 55-gallon drums containing 50 gallons (189.3 liters.)

SHIPPING INFORMATION:

Container Size	Class
5 Gal.	55
50 Gal.	55

D.O.T. Classification: Roof Coating, Not Regulated
NFMC #170080

HMIS® Rating:
Health 2, Flammability 1, Reactivity 0, Protection X
0= Minimal 1=Slight 2=Moderate 3=Serious 4=Severe
(*) Indicates potential for chronic health effects.

APPLICATION PROCEDURES

Poly-Sil 2500 High Solids

Do Not Thin

SURFACE PREPARATION: All surfaces to be coated must be clean, dry, and paintable. It may be necessary to power wash and/or prime to enhance adhesion. See application specification for more details.

MIXING PROCEDURES: No thinning or reducing is necessary. Product may separate after shipping and storage, though it may still look mixed. Mix well before use. We recommend the use of a 3/4 horsepower or larger air operated mixer with a blade capable of uniformly mixing the entire container. When product is in 5-gallon pails, use a 3" minimum diameter-mixing blade. Hand mixing with a suitable mixing blade is acceptable. When product is in drums, use a 6" minimum diameter-mixing blade. If thinning is necessary, please contact CFS Technical Department.

Containers are packaged with a layer of dry nitrogen, to keep latent moisture from prematurely starting the curing process. After opening a container, try to use it up as soon as possible, or reseal with a layer of dry nitrogen gas.

WEATHER RESTRICTIONS: It is not recommended that this product be applied at temperatures below 50° F. (10° C.), or if rain is expected within 1 hours of application. Poly-Sil 2500 may be applied at lower temperatures; however the cure time will be extended.

APPLICATION EQUIPMENT: This product may be sprayed, brushed, or rolled. Due to the high viscosity of the material, a high-pressure airless paint pump capable of producing a minimum of 3500 PSI at the spray gun head should be used. The pump should have a minimum of 3 gallons per minute output and be fed by a 5:1 transfer pump to prevent cavitation. Always use components rated for pump pressure. Hoses should be BUNA-N jacketed for prevention of moisture contamination. Hoses should have a minimum I.D. of 3/4" and an adequate working pressure. The spray gun should be high pressure (5000 PSI) with reverse-a-clean spray tip, having a minimum orifice of .030 and a 50° fan tip.

DO NOT USE hose that has been used for Acrylics or other waterborne coatings because the liner absorbs moisture and initiates the silicone cure process.

SYSTEM OPTIONS: This product can be used as a topcoat over polyurethane elastomeric base coats where improved traffic and impact resistant characteristics are required.

APPLICATION PROCEDURES: This product may be applied directly to any clean, dry surface. Polyurethane foam should be coated within 24 hours of application.

Subsequent coats should be applied within 24 hours of prior applications to insure full and uniform adhesion. Coating may be applied in 2 or 3 separate applications of contrasting colors, each applied at right angles to the previous coat. Coating must be evenly applied and pinhole-free.

Before applying a subsequent coat of this product the previous coat must be completely dry and cured. If any contamination of a thoroughly cured surface occurs, it must be washed with a chemical cleaner before applying subsequent coats. Coating must be extended beyond the substrate to create a self-terminating flashing. Consult CFS for recommended dry film thickness.

Due to the bond agent present in all coating, colors may be used as either a base or a topcoat. The coating will cure in 2-8 hours, dependent on weather conditions (such as temperature and humidity), after which another coat can be applied. #11 ceramic roofing granules may be installed in the topcoat to improve aesthetics, traffic resistance and impact resistance.

RECOATING PROCEDURES: This product may be used to re-coat existing spray-in-place roofing systems. Surface to receive recoat must be thoroughly cleaned using power scrubber, pressure washer, chemical cleaners, or air wand. Surface must be completely dry before applying re-coat.

SAFETY PRECAUTIONS: Keep cleaning solvents away from all sources of heat, sparks, flame, lighted smoking materials, or any other ignition source. Pumping equipment should be grounded to avoid accidental ignition due to static sparks.

Avoid breathing silicone odors and spray mists. Use an appropriate MESA/NIOSH approved respirator when exposure can exceed recommended PEL. This product is not recommended for interior use. Additional care must be taken to prevent roof top HVAC equipment from introducing silicone odors into interior areas during application. Building occupants should be warned of spray operations in process.

Installers should exercise caution during spray processes to avoid falls caused by stepping into slippery wet coating. Installers should read and understand all technical and informational literature on this product, including the MSDS, prior to use of the product.

CLEAN UP: Cleanup of spray equipment containing uncured material may be accomplished by flushing with VM&P Naphtha or mineral spirits. Poly-Sil 2500 cures by reacting with moisture and should not be left in spray guns, pump equipment and hoses for prolonged periods unless equipment contains moisture lock hoses, fittings and seals. Equipment without these components will transmit sufficient moisture vapor to gradually form cured material on hose walls and at unsealed connections potentially causing an increase in operating pressure and material flow restriction.

To the best of our knowledge, all technical data contained herein is true and accurate as of the date of issuance and subject to change without prior notice. User must contact CFS to verify correctness before specifying or ordering. We guarantee our products to conform to the quality control standards established by CFS. We assume no responsibility for coverage, performance or injuries resulting from use. Liability, if any, is limited to replacement of the product. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY CFS EXPRESSED OR IMPLIED; STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.