

NOTICE IS HEREBY GIVEN that the **CITY OF LA PALMA, LA PALMA CALIFORNIA**, hereinafter the “Owner” will receive up to, but not later than **Thursday, June 4, 2020, at 10:00 AM,** to submit sealed Bids for the Work generally described as: **“La Palma Police Department Evidence Storage Project (City Project No. 20-BLDG-02).”** The project is: A temporary evidence locker system and a long term evidence storage mobile shelf system.

Submittal of Bids. All Bids shall be submitted on forms furnished by the Owner. Bids must conform with, and be responsive to the Bid Documents, copies of which may be obtained from the Owner as set forth above. Only Bids submitted to the Owner prior to the date and time set forth above for the opening and reading of Bids shall be considered. **Opening and reading of the Bids will occur on Thursday, June 4, 2020 at 10:01 AM.**

All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder may be grounds for the Owner to reject such Bidder’s Bid Proposal for non-responsiveness.



Terry Kim
Chief of Police

CITY OF LA PALMA
Police Department
7792 Walker Street
La Palma, California 90623-1771

CITY COUNCIL
Peter L. Kim, Mayor
Nitesh Patel, Mayor Pro Tem
Gerard Goedhart, Council Member
Marshall Goodman, Council Member
Michele Steggell, Council Member

CITY MANAGER
Conal McNamara

CHIEF OF POLICE
Terry Kim



REQUEST FOR PROPOSALS

FOR

La Palma Police Department Evidence Storage Project
(City Project No. 20-BLDG-02)

May 2020

Request for Proposals

For

La Palma Police Department Evidence Storage Project (Project No. 20-BLDG-02)

SUMMARY:

The City of La Palma is requesting proposals to purchase and install Evidence Lockers and an Evidentiary Storage Mobile Shelf System.

Proposals Due: **Thursday, June 4, 2020, by 10:00 AM.**

Location: City of La Palma
Police Department
Attn: Ron Wilkerson
7792 Walker Street
La Palma, CA 90623
Tel: (714) 690-3382

Award of Contract: **Tuesday, July 7, 2020** (Tentatively)

Contact: Ron Wilkerson, Captain
City of La Palma
Police Department
7792 Walker Street
La Palma, CA 90623
(714) 690-3382 | rwilkerson@cityoflapalma.org

The purpose of this Request for Proposals (RFP) is to invite qualified contractors to submit bids / proposals to purchase and install a new temporary evidence locker system and a long term evidence storage mobile shelf system. All proposals should include a description of services to include: installation of new equipment, and training City staff on use of new equipment.

Request for Proposals / Bids

1. Job-Walk. The Owner will conduct no job walk for the Work. Bidders are encouraged to make their own scheduled site visit, as needed.
2. Contractor's License Classification. The Owner requires that Bidders possess a valid and Current Class B and C-45 California Contractor's License at the time that the bid for the work is submitted.
3. Contract Time. Substantial completion of the contract shall be achieved within 90 CALENDAR DAYS after the date that all valid permits for the project, if applicable, have been acquired, **BUT NO LATER THAN December 31, 2020, WHICHEVER COMES FIRST**, as set forth in the Notice to Proceed issued by the Owner. Failure to achieve Substantial Completion or other milestones as identified within the Contract Time will result in the assessment of Liquidated Damages of \$500 per day.
4. Permits. Bidder will be responsible for acquiring all required City, State and/or other permits and licensing required for the project. Cost of permits and licensing will be paid by Owner, outside of this bid. City permits are no fee.
5. Engineering. Any costs to modify and/or reinforce the structure because of engineering requirements will be outside of this bid. If engineering is required by City, State or Federal code, Bidder will provide appropriate engineering drawings as part of the permit acquisition. The cost for this work will be paid by Owner, outside of this bid, as mutually agreed upon change order. The City reserves the right to hire an outside engineer to complete the permit documents.
6. No Bid Bond will be required for this Bid. Labor and Material bonds are required by the Owner. Cost of said bonds will be paid by contractors as part of Bid.
7. No Withdrawal of Bid Proposals. No Bidder shall withdraw its Bid Proposal for a period of sixty (60) days after the award of the Contract by the Owner. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.
8. Waiver of Irregularities. The Owner reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.
9. Award of Contract. The Contract for the Work, if awarded, will be by action of the Owner to the responsible Bidder submitting the lowest responsive Bid Proposal. If the Bid Proposal requires Bidders to propose prices for Alternate Bid Items, the Owner's selection of Alternate Bid Items, if any, for determination of the lowest priced Bid Proposal and for inclusion in the scope of the Contract to be awarded shall be in accordance with this Notice and the Instructions for Bidders.
10. Inquiries and Clarifications. This document is for informational purposes and shall not relieve the Bidder of the requirements to fully familiarize themselves with all the factors affecting the Project and this Bid. The Bidder is advised that all inquiries and clarifications about the Bid Documents, Drawings, Specifications, etc., shall be submitted to the Owner in writing on or before May 26, 2020. The Owner will respond at its earliest possible opportunity. Verbal communication by either party with regard to this matter is invalid. Inquiries shall be sent to:

	Owner Information	Bidder Information
Name:	City of La Palma Police Department	
Address:	7792 Walker Street La Palma, CA 90623	
Contact:	Captain Ron Wilkerson	
Phone:	714.690.3382	
Email:	rwilkerson@cityoflapalma.org	

11. Delivery. It is the bidder's responsibility to deliver their bid prior to the time stated for closing of bids. The bidder should plan their delivery schedule to arrive early taking into consideration accident, breakdown, freeway congestion, and traffic delays. The Owner will not consider or take into account any excuse by the Bidder for delivery of its bid after the time stated for the bid closing.
12. Services Agreement. The selected firm will be required to enter into an AGREEMENT FOR CONSTRUCTION SERVICES with the City (see attached agreement). All bids must include a statement that the Bidder has reviewed the Agreement and finds the terms acceptable.
13. Provide the Annual Maintenance cost with your bid.
14. Provide all applicable labor and materials required for installation.
15. Late bids will be returned to the bidder unopened.

INSTRUCTIONS TO PROPOSERS:

Preparation and Submittal of Bid Proposal.

- A. Bid Proposal Preparation. All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures, where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words, except where the figures represent an express, correctly calculated sum. Partially completed Bid Proposals may be deemed non-responsive. Bid Proposals submitted on other than the bid forms included herein shall be deemed non-responsive. Each Bidder is solely responsible for all costs and expenses incurred by the Bidder in preparing and submitting a Bid Proposal to the Owner.
- B. Bid Proposal Submittal. Bid Proposals shall be submitted at the place designated for Bids, in sealed envelopes bearing on the outside the Bidder's name and address along with an identification of the Work for which the Bid Proposal is submitted. Bidders shall submit one (1) hard copy and one (1) electronic copy of the Bid Proposal. Bidders are solely responsible for timely submission of Bid Proposals to the Owner at the place designated for Bids.
- C. Date and Time of Bid Proposal Submittal. A Bid Proposal is considered submitted only if the outer envelope containing the Bid Proposal is stamped by the Owner's date/time stamp machine at the place designated for submittal of the Bid Proposal.

The date/time stamp is controlling and determinative as to the date and time of the Bidder's submittal of its Bid Proposal. Bid Proposals received after the date and time specified in the Call for Bids are non-responsive and will be returned to the Bidder unopened.

- 1.01 Bid Bond (if required), shall be in the form of: (a) cash, (b) a certified or cashier's check made payable to the Owner or (c) a Bid Bond in favor of the Owner executed by the Bidder as a principal and an Admitted Surety Insurer as surety (the "Bid Security") in an amount not less than the percentage of the maximum amount of the Bid Proposal. Any Bid Proposal submitted without the required Bid Security is non-responsive and will be rejected.
- 1.02 Signatures. All bid forms shall be executed by an individual duly authorized to execute the same on behalf of the Bidder.
- 1.03 Modifications. Changes to the Bid Proposal which are not specifically called for or permitted may result in the Owner's rejection of the Bid Proposal as being non-responsive. No oral or telephonic modification of any submitted Bid Proposal will be considered. A written modification may be considered only if actually received by the Owner seven (7) days prior to the scheduled closing time for receipt of Bid Proposals.
- 1.04 Erasures; Inconsistent or Illegible Bid Proposals. Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineation or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by the Owner to be non-responsive. If any Bid Proposal, or portions thereof, is determined by the Owner to be illegible, ambiguous or inconsistent, the Owner may reject such a Bid Proposal as being non-responsive.
- 1.05 Examination of Site and Contract Documents. Each Bidder shall, at its sole cost and expense, inspect the Site to become fully acquainted with the Contract Documents and conditions affecting the Work. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, the Contract or the Work required under the Contract Documents. The Owner assumes no responsibility or liability to any Bidder for, nor shall the Owner be bound by, any understandings, representations or agreements of the Owner's agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder's full compliance with the requirements of this section.
- 1.06 Withdrawal of Bid Proposal. Any Bidder may withdraw its Bid Proposal without penalty by written request received by the Owner prior to the scheduled closing time for the receipt of Bid Proposals.

- 1.07 Documents Required Upon Award of Contract. The Agreement which the successful Bidder, as Contractor, will be required to execute along with the other documents which will be required to be furnished are included in the Contract Documents and shall be carefully examined by the Bidder.
- 1.08 Interpretation of Drawings, Specifications or Contract Documents. Any Bidder in doubt as to the true meaning of any part of the Contract Documents or who finds discrepancies, errors or omissions therein; or who finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, may submit to the Owner a written request for an interpretation or correction thereof. It is the sole and exclusive responsibility of the Bidder to submit such request not less than seven (7) days prior to the scheduled closing for the receipt of Bid Proposals. Interpretations or corrections of the Contract Documents will be by written addendum issued by the Owner, a copy of which will be sent to each Bidder who scheduled and attended a pre-bid job walk. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.
- 1.09 Request for Substitutions Prior to Bid Opening. Any Bidder may submit information regarding Product Substitution, together with all substantiating data, no later than seven (7) days prior to the scheduled closing time for receipt of the Bid Proposals. The Owner shall use its best efforts to consider and act upon such Request for Substitution in a timely fashion. Actions taken, if any, concerning the Request for Substitution will be by written addendum issued by the Owner, a copy of which will be sent to each Bidder who scheduled and attended a pre-bid job walk. In the absence of a written addendum, the Request for Substitution shall be deemed denied for purposes of the Owner's evaluation of the Bid Proposals and award of the Contract.
- 1.10 Owner's Right to Modify Contract Documents. Before the scheduled closing time for receipt of Bid Proposals, the Owner may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who scheduled and attended a pre-bid job walk. If the Owner issues any addenda, the failure of any Bidder to acknowledge such addenda in its Bid Proposal may render the Bid Proposal non-responsive.
- 1.11 Bidders Interested in More Than One Bid Proposal. No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the Owner.

1.12 Bidder's Qualifications. Each Bidder shall submit with its Bid Proposal a Statement of Bidder's Qualifications which is included within the Contract Documents. All information required by the Statement of Bidder's Qualifications shall be completely and fully provided. Any Bid Proposal not accompanied by the Statement of Bidder's Qualifications completed with all information required and bearing the signature of the Bidder's duly authorized representative under penalty of perjury will render the Bid Proposal non-responsive and rejected. If the Owner determines that any information provided by a Bidder in the Statement of Bidder's Qualifications is false or misleading, or is incomplete so as to be false or misleading, the Owner may reject the Bid Proposal submitted by such Bidder as being non-responsive.

1.13 Award of Contract

- A. Waiver of Irregularities or Informalities. The Owner reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.
- B. Award to Lowest Responsive Responsible Bidder. The award of the Contract, if any, will be to the responsible Bidder submitting the lowest responsive Bid Proposal on the basis of the Base Bid Proposal.
- C. Responsive Bid Proposal. A responsive Bid Proposal shall mean a Bid Proposal which conforms, in all material respects, to the Bid and Contract Documents.
- D. Responsible Bidder. A responsible Bidder is a Bidder who has the capability in all respects to perform fully the requirements of the Contract Documents along with the moral, ethical and business integrity and reliability that will assure good faith performance. In determining responsibility, the following criteria will be considered: (i) the ability, capacity and skill of the Bidder to perform the Work of the Contract Documents; (ii) whether the Bidder can perform the Work promptly and within the time specified, without delay or interference; (iii) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (iv) the quality of performance of the Bidder on previous contracts, by way of example only, the following information will be considered: (a) the administrative, consultant or other cost overruns incurred by the Owner on previous contracts with the Bidder; (b) the Bidder's compliance record with contract general conditions on other projects; (c) the submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects; (d) the Bidder's record for completion of work within the contract time and the Bidder's compliance with the scheduling and coordination requirements on other projects; (e) the Bidder's demonstrated cooperation with the Owner and other contractors on previous contracts; (f) whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents; (v) the previous and existing compliance by the Bidder with laws and ordinances relating to contracts; (vi) the sufficiency of the financial resources and ability of the Bidder to perform the work of the Contract Documents; (vii) the quality, availability and adaptability of the goods or services to the particular use required; (viii) the ability of

the Bidder to provide future maintenance and service for the warranty period of the Contract; (ix) whether the Bidder is in arrears on debt or contract or is a defaulter on any surety bond; (x) such other information as may be secured by the Owner having a bearing on the decision to award the Contract, to include without limitation the ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work of the Contract Documents and whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects. The ability of a Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder. Upon request of the Owner, Bidder must promptly submit satisfactory evidence of any of the items listed above.

1.14 Subcontractors

- A. Designation of Subcontractors; Subcontractors List. Each Bidder shall submit a list of its proposed Subcontractors for the proposed Work on the form furnished. Any Bidder's failure to comply with the Owner's request may render such Bidder's bid non-responsive and subject to rejection by the Owner.
- B. Work of Subcontractors. The organization or arrangements of the Specifications and Drawings shall not limit the extent of the Work of the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid Proposal or from the sub-bidders' sub-bids is not a basis for adjustment of the Contract Price or the Contract Time.

1.15 Wage Rates: As required by Section 1773 of the California Labor Code, the Director of the Department of Industrial Relations 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.

1.16 Workers' Compensation Insurance. Pursuant to California Labor Code §3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful bidder shall sign and deliver to the Owner the Workers Compensation Insurance certificate prior to performing any of the Work under the Contract.

1.17 Forfeiture of Bid Security. If the Bidder awarded the Contract fails or refuses to execute the Agreement within seven (7) days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the Owner may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter

into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest responsive Bid Proposal or may call for new bids, in Owner's sole and exclusive discretion.

- 1.18 Contractor's License. No Bid Proposal will be considered from a Bidder who, at the time Bid Proposals are opened, is not licensed to perform the Work of the Contract Documents, in accordance with the Contractor's License Law, California Business & Professions Code §§7000 et seq. This requirement is not a mere formality and cannot be waived by the Owner. The required California Contractor's License classification(s) for the Work is set forth in the Call for Bids. The Contractor will be required to maintain the license(s) through the duration of the Contract. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, CA 95826.
- 1.19 Contractor's Registration: In accordance with Labor Code Section 1771.1, a contractor or 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.
- 1.20 Compliance Monitoring and Enforcement: Contractor's performance of the Work described in this Notice Inviting Bids is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- 1.21 Anti-Discrimination. It is the policy of the Owner that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. All Bidders agree to comply with the Owner's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§12940 et seq. and California Labor Code §1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.
- 1.22 Drug Free Workplace Certificate. In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in such provisions. Failure of the successful Bidder to comply with the measures outlined in such provisions may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.
- 1.23 Compliance with Immigration Reform and Control Act of 1986. The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq. ("IRCA"); the successful Bidder shall also require that any person or entity

employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.

- 1.24 Notice of Intent to Award Contract. Following the bid opening and reading of Bid Proposals, the Owner will issue a Notice of Intent to Award the Contract, identifying the Bidder to whom the Owner intends to award the Contract and the date/time/place of the Owner meeting at which award of the Contract will be considered.
- 1.25 Bid Protest. Any Bidder submitting a Bid Proposal to the Owner may file a protest of the Owner's intent to award the Contract provided that each and all of the following are complied with:
- A. The bid protest is in writing;
 - B. The bid protest is filed and received by the Owner not more than five (5) calendar days following the date of issuance of the Owner's Notice of Intent to Award the Contract; and
 - C. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.
- 1.26 Any bid protest not conforming to the foregoing shall be rejected by the Owner as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the Owner or designee shall review and evaluate the basis of the bid protest. The Owner or designee shall provide the Bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The Owner will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest as reflected in the written statement of the Owner or designee. Action by the Owner relative to a bid protest shall be final and not subject to appeal or reconsideration by the Owner, any employee or officer of the Owner. The issuance of a written statement by the Owner or designee and subsequent action by the Owner shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the Owner's intent to award the Contract, the Owner's disposition of any bid protest or the Owner's decision to reject all Bid Proposals. In the event that any such legal or equitable proceedings are instituted and the Owner is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.
- 1.27 Public Records. All documents included in Bid Proposals become the exclusive property of the Owner upon submittal to the Owner. All Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1). A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Bid Proposal

non-responsive and rejected. The Owner is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the Owner or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the Owner in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq.

SCOPE OF WORK:

Task 1: Installation of Evidence Lockers and Evidentiary Storage Mobile Shelf System

1. Provide and install Temporary Evidence Lockers and an Evidentiary Storage Mobile Shelf System as per specifications. (See specification section for more detail). Owner will be responsible for removing existing evidence lockers and shelving.

Task 2: Labor and Material

1. Provide all applicable labor and materials required with installing the Evidence Lockers and the Evidentiary Storage Mobile Shelf System
 - a. Acquire all City permits, if required, including any and all engineering as required for project.

Deliverables: Description of material and project schedule.

Task 3: Training

1. Provide all necessary program training to City staff.

Deliverables: In-person training.

Task 4: Warranty

1. Provide a 100% labor and material warranty on all the work done and all products and materials used for a one year term from completion date of the project. Include options for extended warranties on all parts.

Deliverables: Attach a copy of warranty.

Task 5: Cost Breakdown

1. Provide detailed costs for both Evidence Lockers and Evidentiary Storage Mobile Shelf System:
 - a. Parts / Equipment
 - b. Labor / Installation
 - c. Training / Support
 - d. Any Maintenance
 - e. Extended warranty
 - f. Other associated costs

Deliverables: Cost documentation separate form bid / proposal.

PROJECT SCHEDULE:

The tentative schedule for this RFP process is as follows:

1. Release of RFP – May 19, 2020
2. Deadline for Written Questions – May 26, 2020, by 5:00 PM
3. Proposal Due Date – June 4, 2020, by 10:00 AM
4. City Council Consideration of Contract – July 7, 2020
5. Project Completion Deadline – December 31, 2020

SPECIFICATIONS:

Evidence Lockers

Furnish and install Temporary Evidence Lockers. Lockers must meet or exceed the minimum specifications as described below:

- 1) **Evidence locker system:** Must contain approximately twenty-one (21) individual lockers that can accommodate the secure temporary storage of various size items obtained as evidence during law enforcement activities. The locker system can be in modular form. Must be of a non-porous material that reduces cross-contamination between lockers. The total approximate dimensions of the entire locker system should be about 82” in height, about 55” in width, and locker depths of about 24”. **{Approximate dimensions of the area that will house the Evidence Locker System: 5’ W x 6’ 6” D x 8’ H}**
- 2) **Key lock:** The evidence lockers must be on a key lock system with a key drop slot and tamperproof hinges.
- 3) **Rifle storage:** There must be at least one (1) locker capable of storing long guns.
- 4) **Slot drop locker:** Must contain one slot drop locker capable of receiving deposited evidentiary items without repeated entry via key.

Refrigeration: Must include a refrigeration unit housing six (6) individual lockers retrofitted with the same key lock system as stated above, and of dimensions capable of storing multiple standard-sized 9” x 6” envelopes. Cannot exceed power requirements over that capable of being provided by a standard wall socket, approximately 120 volts. Owner will provide power source.

Evidentiary Storage Mobile Shelf System

Furnish and install high density mechanical assist mobile shelving system for evidence storage. Shelving system must meet or exceed the minimum specifications as described below:

- 1) Shelving system: Must provide five (5) mechanically assisted double movable carriages that are approximately 36" W x 8'-5" D x 91"H. Shelving system must be predominately made of metal, with three-spoke handles, and a fire retardant deck and ramp. Shelves must have anti-tip features capable of withstanding an earthquake. One of the carriages should ideally have a waist high lock installed, capable of locking the carriage in place. Approximate dimensions of the evidence room the shelving system will be installed in: 19' 6" W x 19' 6" D x 10' H.
- 2) Shelving: Each unit should be approximately 48"W x 18"D with six (6) adjustable shelf openings to accommodate various sized evidentiary items. The weight load capacity for each shelf should accommodate approximately 350 to 400 pounds.

BID PROPOSAL:

TO: The City of La Palma, the ("Owner")

FROM:

(Exact Name of Bidder as listed on Contractor's License)

(Address)

(City, State, Zip Code)

(Telephone)

(Fax)

(Name(s) of Bidder's Authorized Representative(s) & Title)

<u>Evidentiary Storage Mobile Shelf System</u>
for the sum of: \$ _____
<i>In Words</i>
for the sum of: \$ _____
<i>In Figures</i>

<u>Evidence Lockers</u>
for the sum of: \$ _____
<i>In Words</i>
for the sum of: \$ _____
<i>In Figures</i>

A. Bid Proposal Amount. Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned Bidder, having reviewed the Instructions for Bidders and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes necessary to perform the Work of the Contract in strict compliance with the Contract Documents and complete in a workmanlike manner all of the Work required for the Project described as: **“La Palma Police Department Evidence Storage Project (City Project No. 20-BDLG-02)”**

B. Acknowledgment of Bid Addenda. In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the Owner, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda.

_____ No Addenda Issued
(initial)

_____ Addenda Nos. _____ received, acknowledged and incorporated
(initial) into this Bid Proposal.

1.02 Rejection of Bid; Holding Open of Bid. It is understood that the Owner reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period of time specified in the Call for Bids, except as provided by law.

1.03 Documents Comprising Bid Proposal. The undersigned Bidder has submitted as part of its Bid Proposal the following: Bid Proposal, List of Subcontractors, Non-Collusion Affidavit and Bid Security, if required, (Cash, Cashier’s Check, Certified Check or Bid Bond), Statement of Bidder’s Qualifications. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing

documents, the Bid Proposal may be rejected as non-responsive.

1.04 Award of Contract. It is understood and agreed that if written notice of the acceptance of this Bid Proposal and award of the Contract thereon is mailed or delivered by the Owner to the undersigned after the opening of Bid Proposals and within the time this Bid Proposal is required to remain open or at any time thereafter before this Bid Proposal is withdrawn, the undersigned will execute and deliver to the Owner the Agreement hereto in accordance with the Bid Proposal as accepted within five (5) working days after notification of acceptance and award. Concurrently with delivery of the executed Agreement to the Owner, the Bidder awarded the Contract shall deliver to the Owner, if applicable: (1) a Labor and Material Payment Bond; (2) a Performance Bond; (3) a Drug-Free Workplace Certificate; (4) Certificates of Insurance evidencing all insurance coverages required to be provided under the Contract Documents; and (5) the Certificate of Workers' Compensation Insurance. The Work under the Contract Documents shall be commenced by the undersigned Bidder, if awarded the Contract, on the date stated in the Owner's Notice to Proceed issued pursuant to the Contract Documents. Completion of the Work and all Interim Milestones shall be achieved within the Contract Time and Interim Milestones specified in the Contract Documents.

1.05 Notices. All notices or other correspondence shall be addressed to the Owner and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

1.06 Contractor's License. The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following:

By executing this Bid Proposal, the Bidder hereby certifies that:

- (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents;
- (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and
- (c) that all Subcontractors providing or performing any portion of the Work of the Contract Documents shall be so similarly and appropriately licensed to perform or provide such portion of the Work.

1.07 Designation of Subcontractors. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100, et seq.) and amendments thereof, each Bidder shall set forth in the Subcontractors List: (a) the name and location of the place of business of each Subcontractor who will perform work or labor or render services to the Bidder in or about the construction of the Work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal; and (b) the trade and/or portion of the Work which will be performed by each listed Subcontractor. The Bidder shall list only one Subcontractor for each trade and/or portion of the Work as is defined by the Bidder in its Bid Proposal. If a Bidder fails to list a Subcontractor for a portion of the work in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal or if the Bidder specifies more than one Subcontractor for the same portion of Work to be performed under the Contract Documents valued in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal amount, the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of the Work itself and that it shall perform that portion of the Work.

1.08 Confirmation of Figures. By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the Owner nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.09 Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in

accordance with the Contract Documents. The undersigned Bidder certifies that its bid amount includes funds sufficient to allow the Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold Owner harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

Company Name: _____

By: _____
(Signature)

(Typed or Printed Name of Bidder's Authorized Representative)

Title: _____

Date: _____

(Name)

(Title)

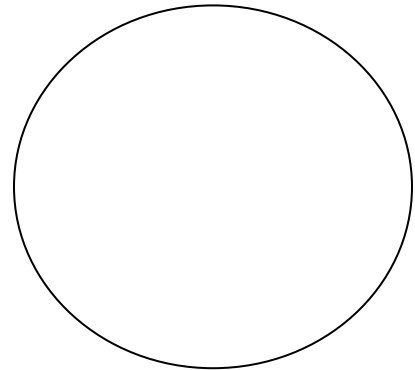
Subscribed and sworn to before me

this _____ day of _____

Signature of Notary Public in and for the

State of California

County of Orange



Notarized Seal

LIST OF SUBCONTRACTORS:

Name of Subcontractor	Address	Trade	CA License #	\$\$ Value of work

Name of Bidder: _____

Authorized Signature: _____

Print Name and Title: _____

Date: _____

[Duplicate and attach additional page(s) as required.]

NON-COLLUSION AFFIDAVIT:

STATE OF CALIFORNIA

COUNTY OF ORANGE

I, _____ being first duly sworn, deposes and says that I am
(Typed or Printed Name)
_____ of _____ of the party submitting the
(Title) (Bidder Name)

foregoing Bid Proposal (the "Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1.01 The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

1.02 The Bid Proposal is genuine and not collusive or sham.

1.03 The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.

1.04 The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

1.05 All statements contained in the Bid Proposal and related documents are true.

1.06 The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 2020 at _____
(City, County and State)

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

Signature: _____ Date: _____

Name Printed or Typed: _____

(Address) (City, County and State)

(Area Code and Telephone Number)

STATEMENT OF BIDDER'S QUALIFICATIONS:

Bidder's Organization

A. Form of entity of Bidder, i.e., corporation, partnership, etc.

1. If a corporation, state the following:

State of Incorporation:	
Date of Incorporation:	
Corporation Number:	
President/Chief Executive Officer:	
Secretary:	
Treasure/Chief Financial Officer:	

2. If a partnership, state the following:

Date of Organization:
Type of Partnership (general, limited):
Names of all general partners:

3. If a proprietorship, state the following:

Names of all proprietors:

4. If a joint venture, state the following:

Date of organization:

Names of all Joint Venture members. For each Joint Venture member, identify the form of entity.

5. Bidder's form of entity is other than listed above, describe the type of entity or organization and identify all principals or owners of equity in the entity or organization.

B. Number of years your organization has been in business as a contractor: _____

C. Number of years your organization has conducted business under its present name: _____

1. If your organization has conducted business under a name or name style different than your organization's present name, identify all prior name(s) or name style(s):

FINANCIAL INFORMATION:

The general financial information requested must be provided by the Bidder. This information is required and the responses provided will be used to determine Bidder's qualification.

1. Accounting

a. Name of Accounting firm: _____ Phone: _____ Fax: _____

b. How many years has this firm prepared financial statements for the Bidder? _____

c. How many years has this firm prepared tax returns for the Bidder? _____

d. Bidder's fiscal year end: _____

e. Are all Bidder's current taxes obligations fully paid? Yes No.

If no, explain reasons _____

f. Accounting Method: Cash Accrual Other (Explain: _____)

g. Method of Reporting Income: Completed Contracts % of Completion Other (Explain: _____)

h. Do the methods used in preparing the Statement of Financial Condition or independent accountant's report conform to the methods of accounting and reporting of income used by the person or entity audited for the year audited? Yes No

If no, explain reason: _____

2. Banking Information

a. Name of Bank _____ Account Manager _____

b. Address _____ Phone # _____

c. Account Numbers: _____ Checking Savings

d. Amount of line of credit \$ _____ Amount in use \$ _____

How secured: _____ Expiration Date: _____

Minimum Financial Ability Requirements

Within the last ten (10) years has the Bidder either:

(1) declared bankruptcy;

(2) had filed against it a petition for involuntary bankruptcy;

(3) been placed in receivership; or

(4) entered into an assignment of substantially all of its assets for the benefit of its creditors?

Yes No. If yes, explain reason(s) on separate sheet.

Attach a current audited, reviewed or compiled Financial Statement for your organization prepared by a Certified Public Accountant licensed under the laws of the State of California utilizing generally accepted accounting practices applied in a consistent manner. The Financial Statement must include a current balance sheet and income statement showing: (i) current assets (i.e., cash, accounts receivable, accrued

income, deposits, material inventory, etc.); (ii) net fixed assets; (iii) other assets; (iv) current liabilities (i.e., accounts payable, accrued salaries, accrued payroll taxes, etc.); and (v) other liabilities (i.e., capital, capital stock, earned surplus, retained earnings, etc.).

Is the attached Financial Statement for the identical organization as the Bidder? ____ Yes ____ No.

If not, explain the relationship and financial responsibility of the organization whose Financial Statement is provided (i.e., parent/subsidiary, etc.).

CERTIFICATE OF ACCOUNTANT (COMPILED, REVIEWED or AUDITED):

I (We) have audited the Statement of Financial Condition of _____ as of _____, The Statement of Financial Condition is the responsibility of _____. My (our) responsibility is to express an opinion on the Statement of Financial Condition.

The compiled, reviewed or audited statement was made in accordance with generally accepted auditing standards (GAAP), and accordingly included such tests of the accounting records and such other auditing procedures as I (we) considered necessary in the circumstances.

In my (our) opinion, the accompanying financial statement included on pages _____ to _____, inclusive, sets forth fairly the financial condition of Bidder as of _____, in conformity with generally accepted accounting principles.

Name of CPA _____

CPA to sign here _____

Name of CPA Firm _____

Date signed _____

Address of CPA _____

CPA License No. _____

CPA Telephone No. _____

AUTHORIZATION TO RELEASE INFORMATION:

The undersigned Bidder hereby authorizes and consents to the Owner obtaining information from third parties including, but not limited to any individual(s) or individual representative(s) of any firm(s), entity(ies) or organization(s) listed in the Bidder's submittal, for the purpose of verifying the information provided by the Bidder or for any other purpose related to the evaluation of Bidder's qualifications. Bidder recognizes that to ensure the effectiveness of the qualification process, such individuals must be able to speak frankly and openly. Accordingly, Bidder hereby fully and unconditionally releases and discharges the third party individuals and the firms, entities and organizations they represent, from any claim or liability relating to information provided by it/him/her/them to the Owner in connection with the processing, investigation and evaluation by Owner of the Bidder's qualifications.

Bidder _____

Signature _____

Type Name / Title _____

Date _____

LICENSING:

A. California Contractors License:

License Number:
Expiration Date:
Responsible Managing Employee/Officer:
License Classification(s):

B. Has a claim or other demand ever been made against your organization's California Contractors License Bond? _____ Yes _____ No

If yes, on a separate attachment, state the following: (i) the name, address and telephone number of each person or entity making claim or demand; (ii) the date of each claim or demand; (iii) the circumstances giving rise to each such claim or demand; and (iv) the disposition of each such claim or demand.

C. Has a complaint ever been filed against your organization's California Contractors License with the California Contractors State License Board? _____ Yes _____ No

If yes, on a separate attachment, state the following for each complaint: (i) the name, address and telephone number of each person or entity making the complaint; (ii) the date of each complaint; (iii) the circumstances giving rise to each such complaint; and (iv) the disposition of each such complaint, including without limitation, any disciplinary or other action imposed or taken by the California Contractors State License Board as a result of any such complaint.

D. Attach to this bid proposal true and correct copies of the following:

1. Your organization's California Contractors License (the copy must clearly and legibly show: (i) the licensee name; (ii) the expiration date; (iii) the classification(s) of licensure).
2. The Contractor's License Bond posted by your organization in connection with your California Contractors License pursuant to California Business & Professions Code §§7071.5 and 7071.6.
3. If your organization's California Contractors License is issued by virtue of the qualification of a responsible managing employee or responsible managing officer, the Qualifiers Bond if required pursuant to California Business & Professions Code §7071.9).

EXPERIENCE:

A. List the categories of work your organization typically performs with your own forces:

B. Claims and lawsuits (if you answer yes to any of the following, you must attach details).

1. Have any lawsuits or other administrative, legal, arbitration or other proceedings, ever been brought or commenced against your organization or any of its principals, officers or equity owners in connection with any construction contract or construction project?

___Yes ___No

If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

2. Has your organization ever filed a lawsuit or commenced other administrative, legal or other proceedings in connection with any construction contract or construction project?

___Yes ___No

If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

3. Are there any judgments, orders, decrees or arbitration awards pending, outstanding against your organization or any of the officers, directors, employees or principals of your organization? ___Yes ___No

If so, describe each such judgment, order, decree or arbitration award and the present status of the satisfaction or discharge thereof.

C. List 3 recent construction projects your organization has in progress that is similar to this project:

1. A general description of the work performed by your organization on the project;



2. The dollar value of the work; _____

3. The Project Name/Location;

4. Name of the owner or owner's representative:

Telephone number: _____ Contact Person _____

5. The project architect's name: _____

Telephone number: _____ Contact Person _____

6. Percent presently complete _____

7. The current scheduled completion date: _____

D. Has your organization ever refused to sign a contract awarded to it? Yes No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your refusal to sign such contract.

E. Has your organization ever failed to complete a construction contract? Yes No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your failure to complete such contract.

F. Has your organization ever been declared in default of a construction contract? Yes No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of each such declaration of default.

G. Has any construction contract to which your organization is a party been terminated for the convenience of the project owner? Yes No

If so, identify the project and project owner along with a description of the circumstances under which the convenience termination occurred.

H. Has a claim or other demand ever been asserted against any Bid Bond, Performance Bond, or Payment Bond posted by your organization in connection with any construction contract or your submittal of a bid proposal for a construction contract? Yes No

If so, on a separate attachment, state the following: (i) the name, address, telephone number and contact person for each claimant; (ii) the date upon which each such demand or claim was made; and (iii) the disposition of each such demand or claim.

REFERENCES:

(Include contact person, telephone, email address and address for each reference provided)

A. Trade References three (3) minimum:

Contact Person Name	
Telephone	
Email Address	
Address	
Contact Person Name	
Telephone	
Email Address	
Address	
Contact Person Name	
Telephone	
Email Address	
Address	

B. Project references three (3) minimum of similar nature:

Project	
Address	
Contact Person	
Telephone	
Contract Amount	
Completion Date	
Project	
Address	
Contact Person	
Telephone	
Contract Amount	

Completion Date	
Project	
Address	
Contact Person	
Telephone	
Contract Amount	
Completion Date	

E. Insurance Carriers (General Liability, Auto, and Workers' Compensation)

[Attach a certificate of insurance of Bidder to this bid.]

Accuracy and Authority

The undersigned is duly authorized to execute this Statement of Bidders Qualifications under penalty of perjury on behalf of the Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Bidder's Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Bidder's Qualifications.

The undersigned declares and certifies that the responses to this Statement of Bidder's Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.

Executed this ____ day of _____, 2020 at _____
(City and State)

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

(Signature) _____

(Typed or written name) _____ Date _____

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT, made and entered into this ___ day of _____, by and between the CITY OF LA PALMA, CALIFORNIA, a municipal corporation of the State of California, hereinafter referred to as the “City”, and _____, hereinafter called and referred to as the “Contractor”.

WITNESSETH:

The parties hereto do agree as follows:

1. RECITALS: This AGREEMENT is made and entered into with respect to the following facts:

a) That City desires to obtain the following services available through Contractor:

b) That the principal(s) of Contractor represent to the City that Contractor is well qualified to perform such services by reason of Contractor’s training and experience.

c) That the public interest, convenience and necessity require that City obtain such services upon the terms and conditions hereinafter set forth.

2. SERVICES:

a) During the term of this Agreement, Contractor shall provide the services set forth in EXHIBIT “A”, attached hereto and incorporated herein by this reference, at the location(s) set forth in EXHIBIT “A” and at other locations within the City where such services may from time to time be required.

b) When the City desires to add service locations pursuant to this Agreement, the City shall notify Contractor thereof at least thirty (30) days in advance of the time such service shall commence. In the event any service locations are added which are not shown in EXHIBIT “A”, the Contractor and the City shall agree to mutually satisfactory compensation for the services to be performed at such additional service locations, unless compensation for services at such additional service locations is otherwise provided for in this Agreement or the attached EXHIBIT(S).

c) The Contractor shall equip itself with all necessary labor, equipment and materials to perform the services specified in this Agreement.

d) It is understood and agreed that all said services, labor, equipment and materials shall be furnished and all work performed and completed by the Contractor as an independent contractor, subject to the inspection and approval of the City, or the City Representative’s office, inspectors, or their representatives.

3. AUTHORITY OF THE CITY REPRESENTATIVE:

a) The “City Representative” shall be _____ of the City of La Palma, acting personally or through his or her duly authorized agents, each agent acting only within the scope of authority delegated to him or her.

b) The City Representative shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work. The City Representative shall further decide all questions which may arise as to the acceptable fulfillment of this Agreement on the part of the Contractor; and all questions as to claims and compensations.

c) The City Representative’s decisions shall be final, and the City Representative shall have authority to enforce and make effective such decisions and to order that the Contractor carry out such decisions promptly.

4. TERM OF AGREEMENT: This Agreement shall be in full force and effect through _____, and shall expire on that date. However, either party, at its discretion, shall have the right to terminate this Agreement at any time by giving thirty (30) days advance written notice.

5. COMPENSATION:

a) Compensation will be determined according to the schedule and/or amounts set forth in EXHIBIT “B”.

b) The Contractor shall invoice the City on a monthly basis for all work performed by the Consultant under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by the Consultant during the month covered by the invoice. All charges for labor or professional services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with the Budget and Fee Schedule. Within thirty (30) days of receipt of an invoice, and upon determination by the City that the invoice is in order and that the Consultant has performed all requested or required services in a timely and competent manner, the City shall pay such invoice.

c) The Consultant shall maintain records on all services for and charges to the City under this Agreement for a period of not less than twenty-four (24) months after the completion or termination of this Agreement, and make such records available for review and audit if requested by the City at any time during the term, or within twenty-four (24) months of the completion or termination, of this Agreement.

6. LICENSE: Contractor must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. Contractor shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

The Contractor shall take out and maintain during the life of this Agreement a City Business License.

7. INSURANCE AND LIABILITY: The Contractor shall not commence work under this Agreement until it has secured all types and amounts of insurance required under this section, nor shall it allow any Subcontractor to commence work on any subcontract until all similar insurance required of the Subcontractor has been obtained. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, 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 8 of this Agreement.

a) Insurance Coverage Required: The policies and amounts of insurance required hereunder shall be as follows:

i) General Liability (including premises and operations, contractual liability, personal injury, and independent contractor liability): Three Million Dollars (\$3,000,000.00) per occurrence.

ii) Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), combined single limit, per occurrence for bodily injury and property damage.

iii) Workers' Compensation and Employer's Liability: Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

iv) Umbrella or Excess Liability Insurance: Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;

- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

b) Contractor’s Insurance General Requirements:

i) All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the City’s risk manager.

ii) General Liability, Automobile Liability and Employer’s Liability shall name the City, and its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter “City and City Personnel”) as additional insureds and contain no special limitations on the scope of protection afforded to City and 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 the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

d) Evidence of Coverage: The Contractor shall furnish the City with certificates of insurance demonstrating the coverage required by this Agreement which shall be received and

approved by City not less than five (5) working days before work commences.

e) Workers Compensation Insurance. The Contractor shall file with City the following signed certification:

“I AM AWARE OF, AND WILL COMPLY WITH, DIVISIONS 4 AND 5 OF THE CALIFORNIA LABOR CODE BY SECURING, PAYING FOR, AND MAINTAINING IN FULL FORCE AND EFFECT FOR THE DURATION OF THE AGREEMENT, COMPLETE WORKERS’ COMPENSATION INSURANCE, AND SHALL FURNISH A CERTIFICATE OF INSURANCE TO CITY BEFORE EXECUTION OF THE AGREEMENT.”

In the event contractor has no employees requiring the Contractor to provide Workers’ Compensation Insurance, the Contractor shall so certify to City in writing prior to City’s execution of the Agreement. City and City Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to Workers’ Compensation.

8. INDEMNIFICATION: Contractor shall indemnify, defend with legal counsel approved by the City, and hold harmless the City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor 's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the AGENCY. Should conflict of interest principles preclude a single legal counsel from representing both the City and Contractor, or should the City otherwise find Contractor’s legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor’s negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of the City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of the City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where the City’s active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

9. OBSERVING LAWS AND ORDINANCES: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and City ordinances and regulations which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in this Agreement in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the City Representative in writing. The Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, indemnify and defend the City and City Personnel, and the City Representative, and all of their respective officers, employees, and representatives against any claim or assertion of liability, or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or by its agents, representatives, employees, or Subcontractors.

10. PREVAILAING WAGE REQUIREMENTS: The Contractor hereby expressly acknowledges and agrees that the City has never previously affirmatively represented to the Contractor, its employees or agents in writing or otherwise that the work to be covered under this Agreement is not a “public work,” as defined in Section 1720 of the Labor Code. It is agreed by the parties that, in connection with the development, construction (as defined by applicable law) and operation of the project, including, without limitation, any public work (as defined by applicable law), if any, the Contractor shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Chapter 804, Statutes of 2003 and/or Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, the City will enforce all penalties required by law for the Contractor’s failure to pay prevailing wages.

a) Labor Code of California: The CONTRACTOR's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

- i. In accordance with Section 1773 of the Labor Code, the Board of Directors of the District has found and determined the general prevailing rates of wages in the locality in which the public Work is to be performed are those contained in that certain document entitled PREVAILING WAGE SCALE, copies of which are maintained at the District's principal office, and are available to any interested party on request. CONTRACTOR shall post a copy of said document at each job site.
- ii. The CONTRACTOR is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. Pursuant to Labor Code Section 1771.4, the CONTRACTOR must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations’ (DIR’s) electronic certified payroll reporting (eCPR) system.
- iii. Pursuant to Labor Code Section 1810 it is stipulated hereby that eight (8) hours

labor constitutes a legal day's work hereunder.

- iv. Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.
- v. Pursuant to Labor Code Section 1813, it is stipulated hereby that the CONTRACTOR shall, as a penalty to the District, 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.
- vi. 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. Pursuant to Section 1777.5 it is hereby stipulated that the CONTRACTOR will be responsible for obtaining compliance therewith on the part of any and all subcontractors employed by him or her in connection with this Contract.
- vii. Pursuant to Labor Code Section 1775, it is hereby stipulated that the CONTRACTOR shall, as a penalty to District, forfeit not more than \$200 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 Work under the contract by CONTRACTOR or by any subcontractor under the CONTRACTOR.

b) Pursuant to Labor Code section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations. Furthermore, Contractor is hereby notified that no contractor or subcontractor may be awarded, on or after April 1, 2015, a contract for public work on a public works project unless registered with the Department of Industrial Relations.

Pursuant to Labor Code section 1771.4, Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

11. **ASSIGNMENT:** The Contractor shall not assign, hypothecate, or otherwise transfer this Agreement or any portion hereof, without first obtaining the written consent of the City. If such an assignment, hypothecation, or transfer is made or attempted by the Contractor, the assignment, hypothecation, or transfer shall be void; and the City, at its sole option, may terminate this Agreement upon the giving of a 24-hour written notice to the Contractor of such termination.

12. **PERFORMANCE:** If the Contractor should neglect to prosecute the work properly, or fail to perform any provisions of this Agreement, the City, after five (5) days written notice to

the Contractor, may without prejudice to any other remedy the City may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the City Representative shall approve such action and certify the amount thereof to be charged to the Contractor.

13. NOT AN AGENT OF CITY: It is expressly understood and agreed that the Contractor herein named in the furnishing of all services, labor, materials and equipment and performing the work as provided in this Agreement is acting as an independent contractor and not as an agent, servant or employee of the City.

14. PARTY ADDRESSES: Any notice, payment, or instrument required or permitted to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows, or to such other address provided by a written notice from one party to the other:

If to the City:

City of La Palma
7822 Walker Street
La Palma, CA 90623

If to the Contractor:

15. WARRANTIES: Except for the manufacturer's factory warranty, the Contractor disclaims all warranties with respect to materials supplied hereunder, and further disclaims any and all liability for failure to perform or delay in performance hereunder where the same is due in whole or in part to any cause beyond Contractor's reasonable control, such as, but not limited to, fire, flood, earthquake, lightening, strike, or other labor difficulty.

16. ATTORNEYS' FEES: In any action or proceeding between the parties hereto seeking interpretation or enforcement of any of the terms or provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to and recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding.

17. SEVERABILITY: If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement.

18. INTEGRATION, CONSTRUCTION, AND AMENDMENT: This Agreement contains the

entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. This Agreement shall be construed and interpreted with and shall be governed and enforced in all respects according to the laws of the State of California and as if drafted by both parties. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, signed by all the parties hereto.

19. SPECIAL PROVISIONS: Any special provisions applicable to this Agreement are set forth in EXHIBIT "C", attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the City Council of the City of La Palma caused the Agreement to be subscribed by its Mayor and said Contractor has executed or caused this Agreement to be executed by its duly authorized officer(s).

CITY OF LA PALMA

Peter L. Kim
Mayor

ATTEST:

Kimberly Kenney
City Clerk

CONTRACTOR

By: _____

Title

By: _____

Title

Exhibit A

Scope of Work

Exhibit B
Budget and Fee Schedule

Exhibit C
Special Provisions