



# CITY OF PERRIS

COMMUNITY SERVICES

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## PROJECT MANUAL

### **227 Early Childhood Classroom Project** **CIP No. F062**

Prepared By:

City of Perris  
Community Services Department  
101 North D St.  
Perris, CA 92570  
(951) 943-6100

(Consultant)  
Everett Smith Designs  
3437 Potomac Court  
Perris, CA 92570  
(951) 323-2187

**Bid Opening: 1 PM (PST) April 16, 2024**  
Active Bidder Website

Mandatory Pre-Bid Meeting – April 4, 2024  
Expected Award of Contract –April 30, 2024  
Mandatory Start of Construction–May 20, 2024



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## Project Information Sheet

Project:	227 Early Childhood Classroom Project CIP No. F062
Date Published:	March 22, 2024
Project Bid Advertise Date:	March 22, 2024
Mandatory Pre-Bid Meeting:	April 4, 2024 at 2:00pm (PST)
Pre-Bid Questions due:	April 4, 2024
Pre-Bid Responses due:	April 9, 2024
Bid Opening Date:	April 16, 2024, by 1PM (PST)
Expected Bid Award Date:	April 30, 2024
Mandatory Start Date:	May 20, 2024
Construction Time:	120 Calendar Days
Liquidated Damages:	\$500 per calendar day

### **Project Description:**

RENOVATE 227 N. D Street for Early Childhood Learning Improvements. The Improvements of 227 will include Interior work & Exterior On-site plumbing updates:

#### Interior Work:

Re-use (E) space to create a new Early Childhood Learning Center. This space will include a new open area for Children to learn, play, & Paint. This Renovation will include a new demising wall between (2) spaces, new finishes throughout the T.I. Area, new restrooms, and furniture. New cushion flooring will be provided in the open area, while other flooring will be provided in the other areas. There will be all new finishes including Flooring, Paint, Ceiling tiles. (2) New restrooms will be created: (1) restroom will be a full ADA restroom, (1) restroom will be for Young Children. A new lobby area will be designed for reception with (2) entry points. The existing (2) offices will have new finishes and furniture. New electrical, Mechanical, and plumbing will be included in the scope for this proposed area. New Cabinets & furniture will be supplied throughout the space.



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**All inquiries shall be in writing through Active Bidder. The last day to submit technical inquiries or request for product substitutions shall be April 4, 2024, by 1:00 PM (PST)**

**Note:**        *See specifications for details regarding the above information.*

Contact Person for Purchasing Bid Package:

S a b r i n a   C h a v e z  
City of Perris  
227 N D Street, Perris, CA 92570  
PH (951) 435-7220 Ext. 297



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## DOCUMENTS CHECKLIST

Please ensure that you have completed the following documents and have submitted originals with your proposal, as only responsive bids will be considered.

- Part I Procedural Documents - Bid pages BF-1 to BF-19
  - Bid pages BF-1 to BF-8
    - Bid Schedule of Values
    - Equal Employment Opportunity Certification
    - Non-Collusion Affidavit
    - Debarment and Suspension Certification
    - Non-Lobbying Certification
    - Addenda and Signature page
  - Bid Bond BF-9 to BF-10C
  - Designation of Sub-Contractors page BF-11
  - Listing of Manufacturers page BF-12
  - Anti-Trust Claim page BF-13
  - Contractor's certification concerning worker's compensation insurance page BF-14
  - Certification of non-discrimination page BF-15
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### **IV. TECHNICAL SPECIFICATIONS**



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## 1.1 Labor Standard Provisions

“This is a state-assisted project and prevailing wage requirements will be strictly enforced. Contractors, including all subcontractors and apprentices, must be eligible to participate. State of California Prevailing Wage-Index 2020-1 are attached of the State of California Prevailing Wage Determination made by the California Director of Industrial Relations.”

“This project is subject to Sect. 3 Economic Opportunities to Low and Very Low-Income Persons and Business Concerns. Bidders seeking Sect. 3 preference must submit a Business Certification Form and required documentation. See attached Section 3 Fact Sheet for mor information.”

## 1.2 Incorporation of and compliance With State, Federal and Local Law.

All applicable State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions required to be contained in public works contracts which are not specifically referenced in the Agreement are incorporated herein by this reference. The Contractor is responsible for and has an independent duty to be familiar with all State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions related to, pertaining to, and/or associated with the work and services to be provided under the Agreement. All work and services rendered hereunder shall be provided in accordance with all laws, statutes, rules, regulations, orders, determinations, and resolutions of the City and any Federal, State or local governmental agency of competent jurisdiction.



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## NOTICE INVITING SEALED PROPOSALS (BIDS)

### PUBLIC NOTICE

City of Perris Public Project  
227 Early Childhood Classroom Project

#### SECTION 1 – NOTICE OF BIDS

The CITY OF PERRIS invites online bids on the City website, until 1:00PM on April 16, 2024, for the **227 Early Childhood Classroom Project**. The work generally consists of furnishing all tools, equipment, apparatus, facilities, labor and material necessary to perform and complete all work in a good and workmanlike manner. This project is a federally assisted project and Davis-Bacon (DBRA) requirements will be strictly enforced. Federal Labor Standards provisions HUD-4010 will be incorporated into the successful bidder's contract. This project is a State assisted project and prevailing wage requirements will be strictly enforced. RENOVATE 227 N. D Street for Early Childhood Learning Improvements. The Improvements of 227 will include Interior work & Exterior On-site plumbing updates: Interior Work: Re-use (E) space to create a new Early Childhood Learning Center. This space will include a new open area for Children to learn, play, & Paint. This Renovation will include a new demising wall between (2) spaces, new finishes throughout the T.I. Area, new restrooms, and furniture. New cushion flooring will be provided in the open area, while other flooring will be provided in the other areas. There will be all new finishes including Flooring, Paint, Ceiling tiles. (2) New restrooms will be created: (1) restroom will be a full ADA restroom, (1) restroom will be for Young Children. A new lobby area will be designed for reception with (2) entry points. The existing (2) offices will have new finishes and furniture. New electrical, Mechanical, and plumbing will be included in the scope for this proposed area. New Cabinets & furniture will be supplied throughout the space.

Exterior Work: The exterior work for 227 will include re-piping of existing piping. The re-pipe will be located in the parking lot, as well as into the building. The current piping is undersized, and will be updated to adequately handle the new restrooms being provided.

As part of the Work, the Contractor shall furnish and assume full responsibility for everything required for the orderly progress and proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated into the Work including, but not limited to, drawings, materials, equipment, labor including subcontractor, transportation, construction equipment and machinery, tools, and other facilities, incidentals, and performing all operation necessary and required in conformity with the requirements in the specifications and plans. The Contractor shall perform and complete assigned work including all demolition, construction services, supervision, administrative services, coordination of all Subcontractors, tests, inspections, and other items that are necessary to and appropriate for the finishing, equipping and functioning of the facilities and structures, together with all additional, collateral and incidental work and services required for the completion of the provision of the Work. The City reserves the right to accept the bids and the alternate bid or reject the bids. The approved plans and specification will be uploaded to the "Active Bidder" site.

**The plans and specifications are available online to download through the Active Bidder website which can also be accessed through the City of Perris website (<https://www.cityofperris.org/our-city/city-hall/bids-rfps>).** All Bidders will be required to hold their original bid prices, without change, for a period of forty-five (45) days from the date bids are opened, except to the extent relief is available pursuant to Public Contract Code, Section 5100 et. seq.

To be considered in the selection process, interested parties shall submit their Proposals online up to the hour of 1:00PM, on Tuesday, April 16, 2024. Late proposals will not be accepted.

**The last day to submit technical inquiries shall be Tuesday, April 9, 2024, by 1:00 P.M. (PST). All inquiries shall be submitted through Active Bidder. All addenda shall be posted on the City website and contractors are to check the site during the bidding process. All addenda are to be acknowledged for a valid submission.**

The successful bidder will have One Hundred and Twenty (120) working days from the mandatory start of construction date (Monday, May 20, 2024) to fully complete all Work. Award of Contract is expected on Tuesday, April 30, 2024.

**There is a mandatory Pre-Bid Meeting scheduled for Tuesday April 2, 2024 at 2:00pm at 227 N. D Street, Perris, CA 92570.**

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Also scheduled is a Mandatory Pre-Construction meeting on **Thursday May 9, 2024 at 10:00 A.M.** The City reserves the right to reject any and all bids and waive informalities, irregularities in the bidding. All contractors will be required to comply with all applicable Equal Opportunity laws and regulations. The City hereby notifies all bidders that it will affirmatively ensure that, in regard 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 race, color, or national origin in consideration for an award. Moreover, the City will not discriminate against any person or firm interested in providing goods or services to the City on the basis of race, color, religion, sex, marital status, national origin, age, veteran's status or handicap. Bidders are advised that it has been determined that DBE's could reasonably be expected to compete for opportunities on this project, and that there is likely a certain percentage of availability on this project. The City also advises that participation of DBE's in the specific percentage is not a condition of award.

**MINIMUM AND PREVAILING WAGES: THE DAVIS-BACON FAIR LABOR STANDARDS ACT WILL BE ENFORCED. THE APPLICABLE WAGE DETERMINATION FOR SAID PROJECT IS THE ONE PUBLISHED 10-DAYS PRIOR TO BID AWARD.**

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## **SECTION 2 - INFORMATION FOR BIDDERS**

1. Bids will be received by the CITY OF PERRIS, herein called the "Agency", **online up to the hour of 1Pm (PST), on April 16, 2024. Late proposals will not be accepted.**
2. All bids must be made on the required Bid Form. All blank spaces for Bid Prices must be filled in, and the Bid Form must be fully completed and executed when submitted. All Bids must be submitted electronically through the City of Perris Active Bidder website. **Contractors must be registered with Active Bidder to bid on City projects.** Only sealed electronic bids will be received and evaluated for bid award.
3. Each Bid must be accompanied by a Bid Bond (on the required form) payable to the Agency for **ten (10) percent** of the total amount of the Bid. As soon as the Bid prices have been compared, the Agency will return the Bonds of all except the three lowest responsible Bidders. When the Contract is executed, the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until all Contract Documents have been executed and approved, after which it will be returned. A cashier's check or cash may be used in lieu of a Bid Bond.
4. The Agency may waive informalities, irregularities or reject any and all Bids. Any Bid may be withdrawn by written request prior to the above-scheduled time for the opening of Bids or authorized postponement thereof with right of resubmitting. The request for withdrawal shall be executed in writing by the Bidder or his duly authorized representative. Any Bid received after the bid time shall not be considered.
5. Bidders must satisfy themselves of the character of the Work to be performed by Examination of the site and reviewed of the Drawings and Specifications, including Addenda, if any. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the nature of the Work to be done.
6. The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Agency or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.
7. Bonds and Insurance Certificates must be in the form required by the Agency (substitutions may be permitted at the Agency's discretion). The Bond Company must be authorized to do business in the State of California.
8. The Contractor will be required to submit a certificate of insurance which indemnifies the Agency for any damage to any of the work resulting from fire, explosion, vandalism, water, malicious mischief, collapse, riot, aircraft, smoke, or any acts of God.

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9. A Payment Bond and a Contract Performance Bond (on the required form), each in the amount of one hundred percent (100%) of the Contract Price, with a corporate surety approved by the Agency, will be required for the faithful performance of the Contract.
10. Progress Payments will be made to the Contractor in accordance with the provisions of the Specifications and on itemized estimates duly certified and approved by the Agency submitted in accordance therewith, based on labor and materials incorporated into said work during the preceding month by the Contractor.
11. Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Contract Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.
12. The party to whom the Contract is awarded will be required to execute the Contract and submit the Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award.
13. Pursuant to Government Code §4590, the Contractor may substitute equivalent securities for retention amounts, which this Contract requires. However, the Agency reserves the right to solely determine the adequacy of the securities being proposed by the Contractor and the value of those securities.
14. The Notice of Award shall be accompanied by the necessary Contract, Bond, and insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may, at his option, consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Agency. Forfeiture of the bid bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written contract to perform the work at his bid price.
15. The Agency, within ten (10) days of receipt of acceptable Labor and Material Payment Bond, Contract Performance Bond, Insurance Certificates, and Contract signed by the party to whom the Contract was awarded, shall sign the Contract and return to such party an executed duplicate of the Contract.
16. Notice to Proceed to start construction (mandatory) is scheduled for **May 20, 2024**. Should there be reasons why the Notice to Proceed cannot be issued for this date by City, the time may be extended by the Agency. If the Notice to Proceed has not been issued within the forty-five (45) day period or within the period mutually agreed upon, the Contractor may terminate the Contract without further liability on the party.
17. The Agency may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Agency all such information and data for this purpose as the Agency may request. A conditional or qualified Bid will not be accepted.

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18. Award, if made, will be made to the lowest responsive, and responsible Bidder (all schedules) expected on **April 30, 2024**.
19. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.
20. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. Failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder for any obligation in respect to his bid.
21. Further, the Bidder agrees to abide by the requirements under Executive Order No. 11246 (Equal Employment Opportunity Clause), as amended, California Labor Code 1410 et. Seq., California Labor Code 1777.6, and implement Agency regulations concerning equal opportunity for apprentices.
22. All Bidders shall supply the names and address of Subcontractors as set forth in the Bid.
23. **Successful Bidder and Subcontractors shall obtain a City Business License prior to commencing any work within City limits. The license can be obtained via mail at City of Perris Business Support Center, 8839 N Cedar Ave #212, Fresno, CA 93720 or online at <https://perris.hdlgov.com/> or by phone at (951) 404-0586.**
24. The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the work is to be performed for each craft or type of workman needed to execute the contract or work as hereinafter set forth (see Labor Code 1770 et. seq.). Copies of rates are on file at the offices of the City Clerk of the City of Perris. Copies shall be made available to any interested party upon request. The successful Bidder shall post a copy of such determination at each job site. Attention is called to the fact that not less than the minimum salaries and wages shall be paid on this project by all Contractors and Subcontractors. The successful Bidder shall provide the Agency with copies of certified payroll on forms provided by the Division of Labor Standards Enforcement (213) 897-2905 or other approval forms.
25. Pursuant to Section 1740 of the California Labor Code, Bidders are notified that the said wage rates shall be subject to modification to comply with revisions in Federal Minimum Wage schedules without necessity of republication.
26. Bidder understands and agrees to hold his original bid prices, without change, for a period of forty-five (45) days from the date bids are opened except to the extent relief is available pursuant to Public Contract Code, Section 5100 et. seq.
27. If the Contract cannot be awarded within a forty-five (45) day period for any reason, Bidder understands and agrees that the time to award may be extended by mutual agreement between the Agency and each Bidder.

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Bidder understand and agrees that Bidders electing not to extend their original bids more than forty-five (45) days following a request for extension by the Agency shall be treated as withdrawing their bid and will not be considered in the final award. The Bidder may withdraw his bid without further liability on the part of either party.

28. To the extent permissible under Federal policy or regulation applicable to this project, the Contractor shall be permitted to substitute securities for any monies withheld by the public agency, pursuant to the provisions of California Public Contracts Code Section 22300.
29. Since time is of the essence, Bidder agrees to commence work under this contract on or before the mandatory construction start date of February 20, 2023, and to fully complete all work on or before the 85th calendar day. The Contractor agrees that failure to complete work within the time allowed will result in damages being sustained by the City. Contractor and City agree that failure to complete the project will result in inconvenience to the citizens of PERRIS. The parties also agree that failure to complete the project on time will prevent the City from having the use of the affected facilities. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that \$500 a calendar day is the minimum value of such costs to the City and is a reasonable amount that the Contractor agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the Contractor and the City that the above indicated liquidated damage amount per calendar 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. Said amount may be reduced by the City if work is sufficiently completed within the allotted time so that the damages are minimized.
30. No contract will be awarded to any contractor who has not been licensed in accordance with the provisions of Chapter 9 of Division III of the state Business and Professions Code, Section 7,000 et seq. The contractor shall possess the appropriate legal and necessary licenses required to complete the work as shown in the contract at the time the contract is awarded.
31. For this contract, the contractor shall possess **Classification "B" General Building License** at the time the contract is awarded. A contractor is prohibited from working on this contract with any subcontractor who is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the Labor Code.
32. The City has established a DBE Annual Goal of 7.56% (3.99% Race Neutral and 3.57% Race Conscious). Participation by MBE and WBE Contractors, suppliers and sub-contractors are encouraged.

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33. Bid prices shall include everything necessary for the completion of the work including but not limited to, materials, equipment, tools, other facilities, management, superintendents, labor, services, insurance, overhead, profit, permits, Federal, State, and Local taxes, etc.
34. Bidders are required prior to submitting a bid to inspect the site of the work and satisfy themselves by personal examination or by such other means as they may prefer, as to the location of the proposed work, and of the actual conditions.
35. Any information provided by the Landscape Architect, the City, or any City personnel is not intended to be a substitute for, or a supplement to the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder. Bidder acknowledges that he has not relied upon City, City personnel, or Landscape Architect furnished information regarding site conditions in preparing and submitting a bid hereunder. The Plans show conditions as they are believed to exist, but it is not intended nor is it to be inferred that the conditions as shown therein constitute a representation by the City or any of its officers that such conditions actually exist, nor shall the City or any of its officers be liable for any loss sustained by the Contractor as a result of any variance between any conditions as shown on the Plans and the actual conditions revealed during the progress of the project, or otherwise.
36. The City disclaims responsibility for the interpretation by Bidders of data, such as projecting or extrapolating from the test holes to other locations on the site of the work, soil bearing values and profiles, soil stability and the presence, level and extent of underground water for subsurface conditions during construction operations.
37. Submission of a bid by the Bidder shall constitute acknowledgement that, if awarded the Contract, the Bidder has relied and is relying on his own examination of (1) the site of the work, (2) access to the site, and (3) all other data and matters requisite to the fulfillment of the work and on his own knowledge of existing facilities on and in the vicinity of the work to be constructed under the Contract.
38. The Bidders shall examine carefully the Plans and Specifications and the site of the proposed Project and shall solely judge for themselves the nature and location of the work to be done and all the conditions; and the submission of a Bid shall be deemed as conclusive evidence that a Bidder has made the necessary investigation and that the Contractor is satisfied with the conditions to be encountered, quantity and quality of the work or materials to be performed or furnished, and the requirements and provisions of the Plans and Specifications and the Contract Documents. The Bidder agrees that if he is awarded the Contract he will make no claim against the City, or any other City officials or City personnel based on ignorance or misunderstanding of any of the provisions of the Contract Documents, nor because of any unforeseen subsurface conditions except in the manner and under the circumstances as provided in the Contract Documents.

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39. Each Bidder must be informed fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract.
40. All applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction for the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.
41. No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every proper request for such interpretation shall be made through ActiveBidder, and to be given consideration must be received within the allotted time frame, noted on ActiveBidder. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Contract Documents which, if issued, will be uploaded on ActiveBidder, not later than three (3) calendar days prior to the date fixed for the opening of bids. At any time prior to an announced bid opening time the City reserves the right to issue an addendum extending the bid opening time by one or more days. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligations under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. It shall be the responsibility of each Prospective Bidder to verify that each addendum has been received applicable to the project. Bidders are responsible to check ActiveBidder periodically to verify if new addenda have been posted.
42. Before submitting a Proposal, Bidders shall carefully examine the Plans, read the specifications and all other Contract Documents, visit the site of the project, and fully inform themselves as to all existing and local conditions and limitations. It is expressly stipulated that the drawings, Specifications and other Contract Documents set forth the requirements as to the nature of the work and do not purport to control the method of performing work except in those instances where the nature of the completed work is dependent upon the method of performance.
43. The quantities of the various classes of work to be done and material to be furnished under this Contract, which have been estimated as stated in the Proposal, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Proposals offered for the work under this Contract. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate the Contract or release the Contractor from the execution and completion of the whole or any part of the work in accordance with the Specifications and the Plans herein mentioned, and for the prices herein agreed upon and fixed therefore, or excuse the Contractor from any of his obligations or liabilities hereunder, or entitle the Contractor to any damages or compensation except as may be provided in this Contract.

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44. The City reserves the right to pre-qualify all bids, post-qualify all bids, or reject all bids, not to make an award or accept the Proposal deemed most advantageous and in the best interest of the City. The City shall enter into a Contract with the lowest responsible responsive bidder whose proposal is satisfactory. A written Notice of Award will be sent to the successful Bidder(s).
45. **OR APPROVED EQUAL CLAUSE** -- Manufacturers or suppliers of materials and equipment may request that alternatives to specified products be considered equal and that inclusion of such alternatives be permitted in the bids. Such request must be made in writing and received by the City at Fourteen (14) calendar days prior to the date bids are to be received. Granting a request that an alternative product be considered equal to those specified may be made only by the issuance of an Addendum by the City. Denial of the request during bidding does not waive the manufacturer's or supplier's right to offer the alternative product to the Contractor after Award of the Contract. After Award of Contract, the offer will be considered as a substitution and will be considered only if the City believes the offer of substitution is equal to or superior in quality to the specified product.
46. As part of mobilization, the Contractor shall also provide a single place (job board, etc.) to place all required federal forms, Cal/OSHA and EEO labor compliance posters, all permits, all safety items, and any and all paperwork that must be posted in public view.
47. **Contractor has given the City written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by City is acceptable to Contractor.**

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## **NOTICE TO ALL BIDDERS**

Completion and submittal of all enclosed forms including, but not limited to sheets **BF-14 & BF-15** is required and must be included with original bid. Failure to submit the required documents shall be deemed as an incomplete bid and shall not be considered by City as a valid bid.

### **BID FORM**

Bid Date: March 22, 2024 Time: 8:00 AM (PST)

Place: 101 North "D" Street, Perris- Online through Active Bidder

**Project: 227 Early Childhood Classroom Project**

**TO THE CITY OF PERRIS**, hereinafter called the Agency, the undersigned, as Bidder, declares that he has carefully examined the location of the project, that he has examined the plans and specifications and addenda (if any), and has read the Information for Bidders, and hereby proposes and agrees, if this bid is accepted, to furnish all materials to do all work required to complete the said plans and specifications in the time and manner herein prescribed for the Bid Price set forth in the Schedule of Bid Items.

Proposal of \_\_\_\_\_, hereinafter called "Bidder", organized and existing under the laws of the \_\_\_\_\_ State of California, doing business as \_\_\_\_\_. Insert "a corporation", "a partnership", "a joint venture", or "an individual", as applicable.

No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Items. All costs, therefore, shall be included in the prices named in the Schedule of Bid Items for the various appurtenant items of work. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies, as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Since time is of the essence, Bidder hereby agrees to commence work under this Contract on **May 20, 2024**, and to fully complete all work on or before the **120-calendar day** in accordance with the schedule provided in Notice Inviting Bids, after receiving the Notice to Proceed. The Contractor agrees that failure to complete work within the time allowed will result in damages being sustained by the City. Contractor and City agree that failure to complete the project will result in inconvenience to the citizens of PERRIS. The parties also agree that failure to complete the project on time will prevent the City from having the use of the affected facilities. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that \$500 a calendar day is the minimum value of such costs to the City and is a reasonable amount that the Contractor agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the Contractor and the City that the above indicated liquidated damage amount per calendar 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. Said amount may be reduced by the City if work is sufficiently completed within the allotted time so that the damages are minimized.

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# CITY OF PERRIS

COMMUNITY SERVICES

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The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices as set forth in Bid Schedules.

Quantities provided in the Bid Schedule are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

## **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_, has not \_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt). Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract, subject to the Executive Orders, and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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# CITY OF PERRIS

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## **Noncollusion Affidavit**

(Title United States Code Section 112 and  
Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid or true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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# CITY OF PERRIS

COMMUNITY SERVICES

## DEBARMENT AND SUSPENSION CERTIFICATION

(Title 49, Code of Federal Regulations, Part 29)

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, office manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

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Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Certification.

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# CITY OF PERRIS

COMMUNITY SERVICES

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## **NON LOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities”, in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

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# CITY OF PERRIS

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**Person who inspected site of the proposed work as a representative of your firm:**

\_\_\_\_\_  
**Name (please print)** **Date of Inspection**

**Bidder acknowledges receipt of the following Addenda:**

\_\_\_\_\_ **Dated**  
\_\_\_\_\_ **Dated**  
\_\_\_\_\_ **Dated**  
\_\_\_\_\_ **Dated**

**NAME OF BIDDER:** \_\_\_\_\_

**NAME AND TITLE OF SIGNING PARTY:** \_\_\_\_\_

**SIGNATURE OF BIDDER:** \_\_\_\_\_

\_\_\_\_\_  
**Contractor's California License No.**

(CORPORATE SEAL) \_\_\_\_\_

\_\_\_\_\_  
**Name of License Holder**

\_\_\_\_\_  
**Type of License**

\_\_\_\_\_  
**Expiration Date**

**Contact Information:**

**Company Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_  
\_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

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# CITY OF PERRIS

COMMUNITY SERVICES

## 227 EARLY CHILDHOOD TENANT IMPROVEMENT PROJECT Schedule of Bid Items

**Bidder (Company Name):** \_\_\_\_\_

The bid prices stated below shall include all cost for profit, overhead, material, labor, transportation, taxes, installation work and all other incidental cost and work that are necessary to complete all items as specified on the project plans and delineated in the project specifications ready for use by the City.

### BASE BID ITEMS

Bid Item #	Unit	Item Description	Unit Cost	Total Figures
	LS	Mobilization including General Conditions, and Special Provisions	\$ _____ LS	\$ _____
	LS	Permit Fees, Licensing and Fees (if applicable)	\$ _____ LS	\$ _____
	LS	Construction Staging Fencing with Windscreen/Portable Restrooms /Project Signage	\$ _____ LS	\$ _____
	LS	Insurance and Bonds	\$ _____ LS	\$ _____
	LS	Asbestos/Lead Base Paint Testing	\$ _____ LS	\$ _____
	LS	Any Utility Verification	\$ _____ LS	\$ _____
	LS	Any irrigation system, planting, pavement or concrete that is damaged, will need to be restored by the contractor. No trenching, cutting or breaking of new asphalt/concrete.	\$ _____ LS	\$ _____

### DEMOLITION

	LS	Demolition & Removal of (E) Ceiling, Flooring, Walls, Etc.	\$ _____ LS	\$ _____
	LS	Demolition & Salvage	\$ _____ LS	\$ _____



# CITY OF PERRIS

## COMMUNITY SERVICES

LS Repair & Review (E) Ramp. Concrete & New Handrails as needed \$ \_\_\_\_\_ LS \$ \_\_\_\_\_

### INTERIOR T.I.

LS New Stud wall framing per (N) walls on A2 (180' L.F., HEIGHT TO BE VERIFIED. \$ \_\_\_\_\_ LS \$ \_\_\_\_\_

LS Gypsum Wall Board & Plaster. Water Resistant board for restrooms. \$ \_\_\_\_\_ LS \$ \_\_\_\_\_

LS Gypsum Board Ceiling (Per Sheet A5) \$ \_\_\_\_\_ LS \$ \_\_\_\_\_

LS (N) T-bar to replace (E) Old T-bar, (N) T-bar in new areas Per. A5. \$ \_\_\_\_\_ LS \$ \_\_\_\_\_

LS Specialty Ceiling With 3D molding. Gyp. Bd. Ceiling with lighting. (See Sheet A5) \$ \_\_\_\_\_ LS \$ \_\_\_\_\_

LS Vinyl / Specialty Art Work in Open Area for Kids. \$ \_\_\_\_\_ LS \$ \_\_\_\_\_

LS Vinyl / Specialty Art Work in Restroom for Kids. \$ \_\_\_\_\_ LS \$ \_\_\_\_\_

LS Urban manual double manual shade Manual mechosystems double shade. (verify final sizes)(typical 7 locations, verify) \$ \_\_\_\_\_ LS \$ \_\_\_\_\_

LS Shelving In Copier area (Per. Elevation 8/A3.2) \$ \_\_\_\_\_ LS \$ \_\_\_\_\_

### FINISHES

LS Interior Paint and Finishes \$ \_\_\_\_\_ LS \$ \_\_\_\_\_

LS Wall Finishes \$ \_\_\_\_\_ LS \$ \_\_\_\_\_

LS Wall Tile & Paint in Restroom. 48" High Tile from floor.

LS Miscellaneous Exterior & Interior Finishes Not Included Elsewhere \$ \_\_\_\_\_ LS \$ \_\_\_\_\_

LS Vinyl / Decals in Kids open Area & Restroom. (Verify with City) \$ \_\_\_\_\_ LS \$ \_\_\_\_\_





# CITY OF PERRIS

COMMUNITY SERVICES

## FLOORING

LS	Floor Preparation & Installation	\$ _____	LS	\$ _____
700+ LF	4" Vinyl Base (Per Sheet A3)	\$ _____	LF	\$ _____
900 SF	Office'S / lobby, hallway area. (common) Lvt flooring & Carpet Tile(rooms 101, 102,103,104) to include req. Substrate. (final sample to be provided to city for approval)	\$ _____	SF	\$ _____
200 SF	Ada restroom / kids restroom / restroom foyer. (bathroom area) Tile flooring to include req. Substrate. (final sample to be provided to city for approval)	\$ _____	SF	\$ _____
700 SF	Kids open play area. (gerflor, premium comfort)to include req. Substrate. (final sample to be provided to city for approval)	\$ _____	SF	\$ _____

## DOORS & WINDOWS

EA	3'x7' Wood Interior Doors with Hardware. All doors to be replaced with new. (E) rooms & W/ (E) doors to be replaced W/ (N) doors.	\$ _____	EA	\$ _____
EA	3'x7' Wood Pocket Door & Hardware. (ADA APPROVED HANDLE)	\$ _____	EA	\$ _____
EA	3'x7' Wood Dutch Door & Hardware	\$ _____	EA	\$ _____
EA	3'x7' Cased opening to Restrooms.	\$ _____	EA	\$ _____
LS	Reception Window at Entry counter. Verify with City of openings, and microphone. (See Elevation L/ Sheet A3.1)			
LS	MISC Door Hardware or Signage. (Restroom Signage, Kids Restroom	\$ _____	LS	\$ _____



# CITY OF PERRIS

## COMMUNITY SERVICES

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Signage, Exit Signage,  
Accessibility Signage)

### FURNISHINGS

12 SF	New Art Counter inside of Kids Open Area. Counter to have (2) sinks, and storage per City. (Per Elevation 1/ Sheet A3.2)	\$ _____	SF	\$ _____
LS	New Cabinets & High Cabinets At Break Area. (Per (E) Orientation. New Counter, new Cabinets, New Sink. (Per Elevation Q / Sheet A3.1)	\$ _____	LS	\$ _____
LS	Reception Counter Per Sheet A2.	\$ _____	LS	\$ _____
LS	Kids Furniture From Kaplan Furniture. City to order – contractor to help with assembly	\$ _____	LS	\$ _____
LS	Misc Furniture - Office furniture – City to order contractor to help with assembly	\$ _____	LS	\$ _____
LS	Copiers / Computers install. (Verify with City)	\$ _____	LS	\$ _____

### ELECTRICAL

LS	Lighting (Per Sheet E200 With Battery Backup)	\$ _____	LS	\$ _____
LS	Lighting Specs per E101 & E102. (QTY: Per E200)	\$ _____	LS	\$ _____
LS	Wall Exit Signage Double Entry, Exit Sign With 90 Min Battery Back Up (Per Sheet E200)	\$ _____	LS	\$ _____
EA	Occupancy Sensor (Per Sheet E200)	\$ _____	EA	\$ _____
EA	Photocell Sensor (Per Sheet E200)	\$ _____	EA	\$ _____
LS	Light Switch (Per Sheet E200)	\$ _____	LS	\$ _____



# CITY OF PERRIS

## COMMUNITY SERVICES

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LS	Outlets & Data Drops (Per Sheet E300)	\$ _____	LS	\$ _____
LS	Lighting Control Panel	\$ _____	LS	\$ _____
LS	Relocate (E) light fixtures	\$ _____	LS	\$ _____
LS	Connections To (E) Electrical Service & Panels	\$ _____	LS	\$ _____
LS	Projector per Client Specs, & Electronic Projector Screen. 110 power with conduit to Reception Space.			

### MECHANICAL

LS	Ducting Various Diameters With Drops (Per Sheet M200)	\$ _____	LS	\$ _____
LS	Duct Parts & Dampers & Smoke Detectors	\$ _____	LS	\$ _____
LS	Thermostat (Contractor to guarantee thermostat is compatible with the existing AC unit)	\$ _____	LS	\$ _____
LS	Connection to (E) Mechanical Equipment & Ducts	\$ _____	LS	\$ _____

### PLUMBING

EA	ADA Toilet In Restroom, With Flush-O-Meter	\$ _____	EA	\$ _____
EA	Kids Toilet in Kids Restroom, With Flush-O-Meter	\$ _____	LS	\$ _____
LS	Partition & Doors in Kids Restroom.	\$ _____	LS	\$ _____
LS	Restroom Grab bars and Accessories, Behind toilet, (1) Side toilet, Toilet Seat Covers, Sanitary Napkin Holder, Mirrors, Soap Dispenser, Hand towel, Hand Dryer	\$ _____	LS	\$ _____
LS	Complete Plumbing Installation Including All	\$ _____	LS	\$ _____



# CITY OF PERRIS

COMMUNITY SERVICES

Connections, Piping,  
Fixtures, ETC.

LS	Connect to (E) Sewer, Water, Finding Route to connect to City Sewer & Water. Verification of length to be provided on bid.	\$ _____	LS	\$ _____
LS	Water Tanks for Lavatories. (Typ. 5 Units)	\$ _____	LS	\$ _____
LS	Bore for installation of new 1" water line. No trenching, cutting or breaking of new asphalt/concrete. (N) Piping. Verification of length to be provided on bid.	\$ _____	LS	\$ _____
LS	New Exterior piping for verification of (E) 2" Pipe See Sheet PP200	\$ _____	LS	\$ _____
LS	New Interior piping for Re-Pipe. See Sheet PP210	\$ _____	LS	\$ _____
LS	Complete Plumbing Installation Including All Connections, Piping, Fixtures, ETC. (PP220)	\$ _____	LS	\$ _____
LS	CCTV for Plumbing Lateral	\$ _____	LS	\$ _____

## TOTAL BASE BID AMOUNT FOR: EARLY CHILDHOOD RENOVATIONS PROJECT (Total Lump Sum Bid Amount)

**WRITTEN IN FIGURES**

\$ \_\_\_\_\_

**WRITTEN IN WORDS**

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# CITY OF PERRIS

COMMUNITY SERVICES

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# CITY OF PERRIS

COMMUNITY SERVICES

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Please note the following regarding bids:

- A. Award, if made, will be based upon the responsible Bidder's lowest Grand Total Bid Amount of all bid items listed above. The City reserves the right to reject any or all bids received.**

The Grand Total Bid Amount stated above shall include all work and cost for work as specified on the project plans and delineated in the project specifications, whether specifically listed above or not, and all other incidental and appurtenant work that is necessary to complete the specific items of work including Bidder's overhead and mark-up, purchase of materials, tools and equipment, taxes, and all other taxes and fees, transportation cost, permit fees, testing laboratory cost, and all other costs made necessary by the Contract Documents to provide the City of Perris with a complete operational and facility meeting the approval of the City of Perris and other agencies having jurisdiction over the project.

- B. Bid is for a project complete-in-place.**  
**C. Bid shall include all sales tax, and all other taxes and fees.**  
**D. Quantities above are for the purpose of comparison only, and payments will be made on a basis of actual measurement of work completed. For quantities indicated as lump sum, Contractor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work and no additional compensation will be allowed thereof.**

The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices as set forth in Bid Schedules.

Payments will be made on the basis of actual measurement of work completed. Measurements which vary from estimated quantities shall require verification by City, and a written change order will be required prior to payment. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

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# CITY OF PERRIS

COMMUNITY SERVICES

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the CITY OF PERRIS as Agency in the penal sum of \_\_\_\_\_

\_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. (Note: City of Perris requires bid bond to be at least equal to 10% of bid amount).

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to the Agency a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the

### NOW, THEREFORE,

A. If said Bid shall be rejected, or

B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish Bonds for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, the required Insurance Certificates, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Agency may accept such Bid; and said Surety does hereby waive notice of any such extension.

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# CITY OF PERRIS

COMMUNITY SERVICES

**IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.**

**Two Witnesses  
(If Individual):**

\_\_\_\_\_  
\_\_\_\_\_

**PRINCIPAL:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**ATTEST (If Corporation):**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**(Corporate Seal)**

**SURETY:** \_\_\_\_\_

**ATTEST:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**(Corporate Seal)**

**IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.**

**THIS IS A REQUIRED FORM**

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# CITY OF PERRIS

COMMUNITY SERVICES

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**Any claims under this bond may be addressed to:**

**(Name and Address of Surety)**

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**(Name and Address of Agent  
or Representative for  
service of process in  
California, if different  
from above)**

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**(Telephone Number of Surety  
and Agent or Representative  
for service of process in  
California)**

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# CITY OF PERRIS

COMMUNITY SERVICES

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## DESIGNATION OF SUBCONTRACTOR

In compliance with the provisions of section 2.3 of the Standard Specifications, the Bidder shall set forth below the name and location of the mill, shop or office of each Subcontractor and the portions of the work, which will be done by that Subcontractor.

In compliance with the provisions of the Government Code, Section 4100-4108, the undersigned Bidder herewith sets forth the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor on or about the construction site of the work or improvements in an amount in excess of one-half of one percent ( $\frac{1}{2}\%$ ) of the Contractor's total bid and the portion of the work which will be done by each Subcontractor as follows:

% Of Work

Trade To Be Done Name License No. Address

% Of Work	Trade	To Be Done	Name	License No.	Address

\* Identify any DBE subcontractors.



# CITY OF PERRIS

COMMUNITY SERVICES

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## LISTING OF MANUFACTURERS

The Contractor shall submit this sheet with his Bid, completed, to list the manufacturers of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Specifications, he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Agency. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

Item or Material

Manufacturer or Supplier

DBE\*

No change shall be allowed of any material manufacturer listed after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Any manufacturer, which is not deemed to be equal-to or better in every significant respect to that required by the Contract Documents, shall be rejected at the sole discretion of the Agency. Should such change be allowed by the Agency, bidder shall provide materials meeting the specification, as determined by the Agency, and there shall be no increase in the amount of the Bid originally submitted.

\* Identify if Supplier is a DBE.



# CITY OF PERRIS

COMMUNITY SERVICES

## ANTI-TRUST CLAIM

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or Subcontractor offers and agrees to assign to the Agency 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 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Public Works Contract or the Contract or the Subcontract. This assignment shall be made and become effective at the time the Agency tenders final payment to the Contractor, without further acknowledgment by the parties.

RESPECTFULLY SUBMITTED:

_____	_____
Signature	Please Print
_____	_____
Title	Address
_____	_____
Date	
_____	_____
Contractor's California License No.	Type of License
_____	_____
Name of License Holder	Expiration Date

**THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.**

\_\_\_\_\_ Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST \_\_\_\_\_



# CITY OF PERRIS

COMMUNITY SERVICES

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## CERTIFICATION - LABOR CODE SECTION 1861

I, the undersigned Contractor, am aware of the provisions of section 3700 et. seq. of the Labor Code which requires 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 I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work of this Contract.

**CONTRACTOR:**

\_\_\_\_\_  
**Firm Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Contractor's California License No.**

\_\_\_\_\_  
**Expiration Date**

\_\_\_\_\_  
**Federal I.D. No.**

**(SEAL-if Bid is by a Corporation)**

**ATTEST** \_\_\_\_\_

B-15



# CITY OF PERRIS

COMMUNITY SERVICES

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## CERTIFICATION OF NON-DISCRIMINATION

On behalf of the Bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to ethnic group identification, color, religion, sex, age, physical or mental disability, or national origin; that all Federal, State, and local directives and executive orders regarding nondiscrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
California  
License No.

\_\_\_\_\_  
Type of License

\_\_\_\_\_  
Name of License Holder

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST \_\_\_\_\_

B-16



# CITY OF PERRIS

COMMUNITY SERVICES

## EXPERIENCE STATEMENT

Bidder submits, as part of his bid, the following statements as to his experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the agency to make inquiry as appropriate regarding his experience.

## GENERAL INFORMATION

Submitted by \_\_\_\_\_

(Check One)

- A Corporation
- A Partnership
- An Individual

Principal office \_\_\_\_\_ (street address)

\_\_\_\_\_ (City, state, zip)

( ) \_\_\_\_\_ (telephone number)

( ) \_\_\_\_\_ (FAX number)

\_\_\_\_\_ (E-mail/optional)

1. If corporation:

When incorporated? \_\_\_\_\_ In what state? \_\_\_\_\_

2. How many years has your organization been in business as a contractor under your present business name?

\_\_\_\_\_

Previous business name, if changed during past three years.

\_\_\_\_\_

3. How many years of experience in similar trail improvement projects has your organization had:

As a principal contractor? \_\_\_\_\_

As a subcontractor? \_\_\_\_\_

List a minimum of three new construction park projects which your company has performed in the last five years that meets or exceeded the total scope of work for Morgan Park Phase II Project where the cost of construction for each project was at least \$1,000,000 or greater:

Name & Address of Owner/Agency	Representative and Telephone	Type of Work, Year Completed & \$ Amount

B-17A



# CITY OF PERRIS

COMMUNITY SERVICES

4. In the past ten years, have you or your organization been debarred or suspended from eligibility to bid on city, state or federal work? \_\_\_\_\_ If so, state details below:

a. Officer(s), person(s), and organization(s) involved:

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b. Reason for such failure:

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c. Name of the surety:

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d. Description of project:

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5. In the past ten years, have you or your organization failed to complete any work awarded to you or your organization? Has any officer, member, or partner of your organization ever been an officer, member, or partner in an organization that failed to complete any work awarded to it? \_\_\_\_\_ If so, state details below:

a. Officer(s), person(s), and organization(s) involved:

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b. Reason for such failure:

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c. Name of the surety:

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d. Description of project:

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B-17B





# CITY OF PERRIS

COMMUNITY SERVICES

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## DISQUALIFICATION OF BIDDERS

A bid may be rejected if it is incomplete, or if it contains any alterations of form or other irregularities of any kind including calculation errors in individual line items or the total bid. The City of Perris may reject any or all bids at any time for any reason, and the City of Perris may waive any immaterial deviation in a bid. The City of Perris' waiver of immaterial defect shall in no way modify the document or excuse the bidder from full compliance with all requirements set forth in the bid if awarded the contract. The decision respecting the existence or treatment of an irregularity, or incomplete bid, shall be determined in the discretion of the City of Perris, and that discretion will be exercised in the manner deemed by the City of Perris, to best protect the public interest in the prompt and economical completion of the work.

Any one or more of the following causes may be considered as sufficient for rejection of the bid and disqualification of the bidder as may be determined by the City of Perris.

- a. Developments, subsequent to establishment of a bidder's competency and qualifications, which in the opinion of the City of Perris would reasonably be construed as affecting the responsibility of the bidder.
- b. Conviction of a major violation of a State or Federal law, or a rule or regulation of a Federal department, board or bureau, or a State department, board or commission, relating to or reflecting on the competency of the bidder for performing construction work.
- c. More than one proposal for the same work from an individual, partnership or corporation under the same or different names.
- d. Indictment for or evidence of collusion among bidders.
- e. Failure to complete any contractual obligations satisfactorily as shown by past work for the City.
- f. Noncompliance with terms of previous or existing contracts.
- g. Previously uncompleted work, which in the judgment of the City of Perris might hinder or prevent the completion of the additional work, if awarded.



# CITY OF PERRIS

## COMMUNITY SERVICES

<u>MATERIAL</u>	<u>TEST REQUIRED</u>	<u>CALIFORNIA TEST</u>
Permeable Material	Grading	202
	Sand Equivalent	217
	Durability Index	229
Imported Material (Shoulder Backing)	Grading	202
	Sand Equivalent	217
	Durability Index	229
Aggregate Subbase	Grading	202
	Sand Equivalent	217
	Resistance (R-Value)	301
Aggregate Base	Grading	202
	Sand Equivalent	217
	Resistance (R-Value)	301
	Durability Index	229
	Percentage of crushed particles	205
Screenings	Grading	202
	Loss in Los Angeles Rattler	211
	Crushed Particles	205
	Film Striping	302
	Cleanness valve	227
Asphalt Concrete (Except Open Graded)	Grading	202
	Specific Gravity	206
	(coarse & fine aggregate)	208
	Percentage of crushed particles	205
	Loss in Los Angeles Rattler	211
	Sand Equivalent	217
	Film Striping	302
	Kc Factor (CKE)	303
	Kf Factor (CKE)	303
	Stabilometer	366
	Swell	305
Moisture Vapor Susceptibility	Optimum Bitumen Content*	307
	Grading	367
	Grading	202
Open Graded AC, Asphalt Treated	Crushed Particles	205
	Loss in Los Angeles Rattler (500 revolutions)	211
Asphalt Treated Permeable Material, Asphalt Treated Permeable Base	Durability Index	229
	Firm Striping	310 or 362 or 379



\*(Not shown in Construction Manual, use CDE frequency.)

Note: Should any potential source sampling and testing be waived by reason of previous acceptance of material from the source, there will be no reduction in contract prices by reason of such waiver.

FOREIGN MATERIALS – The requirements of the fifth paragraph in Section 6-1-08, "Foreign Materials," of the Standard Specifications shall not apply.

BF-19



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# CITY OF PERRIS

COMMUNITY SERVICES

## NOTICE OF AWARD

### CITY OF PERRIS

#### 227 Early Childhood Classroom Project

The Agency has considered the Bid submitted by you for the above-described work in Response to its Notice Inviting Sealed Proposals (Bids) dated \_\_\_\_\_, 2024 and Information for Bidders

You are hereby notified that your Bid has been accepted in the amount of \$

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and the Extract of Public Works contract Award has been forwarded to the California Department of Industrial Relations and the Division of Apprenticeship Standards.

You are required by the Information for Bidders to execute the Contract and furnish the required Contractor's Labor and Material Payment Bond, Contract Performance Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice. Mandatory construction start date is \_\_\_\_\_, 2024.

If you fail to execute said Contract and to furnish said Bonds and Insurance Certificates within ten (10) days from the date of this Notice, said agency will be entitled to consider all your rights arising out of the Agency's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Agency will be entitled to such other rights as may be granted by law.

A mandatory pre-construction meeting for the contractor and all of his subs will be required prior to start of work and will be scheduled upon receipt of all contract documents.

You are required to return an acknowledged copy of this Notice of Award to the

Agency. Dated this \_\_\_\_\_ day of \_\_, 20\_\_\_\_.

City of Perris Agency

By: Sabrina Chavez, Director Community Services

Title

N-1A



# CITY OF PERRIS

COMMUNITY SERVICES

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## ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged

By \_\_\_\_\_ this

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Contractor's California License No.

\_\_\_\_\_  
Expiration Date

N-1B



# CITY OF PERRIS

COMMUNITY SERVICES

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**PUBLIC WORKS CONSTRUCTION CONTRACT**

**THIS PUBLIC WORKS CONSTRUCTION CONTRACT (“Contract”)** is made and entered into as of the date executed by the City Manager, by and between \_\_\_\_\_, a \_\_\_\_\_, (“Contractor”) and the City of Perris, a California municipal corporation, (“City”) for a total amount of \$\_\_\_\_\_, consisting of \$\_\_\_\_\_ as set forth in Contractor’s bid (the "**Contract Amount**") and up to \$\_\_\_\_\_ in a Construction Contingency amount if approved by the City pursuant to this Contract.

**RECITALS**

**WHEREAS**, pursuant to the Notice Inviting Bids, bids were received, publicly opened, and declared on the date specified in said Notice; and

**WHEREAS**, City did accept the bid of Contractor dated \_\_\_\_\_ (“Contractor’s Bid”); and

**WHEREAS**, the City Council has authorized the City Manager to enter into a written contract with Contractor for furnishing labor, equipment, and material for the construction of:

JOB NO.: \_\_\_\_\_  
DESCRIPTION: \_\_\_\_\_  
LOCATION: \_\_\_\_\_

(hereinafter referred to as the “**Project**”).

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, it is agreed:

1. **GENERAL SCOPE OF WORK**

- a. **Work.** Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Project (collectively, the “**Work**”). Said Work shall be performed in accordance with (i) all of the Contract Documents incorporated herein, (ii) the bid prices contained in the Contractor’s Bid, and (iii) the instructions of the City Manager or his/her designee (the “Project Manager”). By executing this Contract, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of Work to be performed, (ii) has carefully considered how the Work should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Contract. If the Work involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the Work hereunder.
- b. **Warranty.** Contractor warrants all work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship.

Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Contract, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

- c. Final Acceptance. Acceptance of the Project shall only be by action of the City Manager or his or her designee. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Contract and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

## 2. CONTRACT DOCUMENTS INCORPORATED

This Contract includes and hereby incorporates in full each of the following documents, including all exhibits, drawings, plans and specifications, attachments and addenda thereto (collectively, the "**Contract Documents**"):

- i. Notice Inviting Bids
- ii. Instructions to Bidders
- iii. Bid Forms
- iv. Contractor's Bid
- v. General Provisions
- vi. Special Provisions
- vii. Technical Specifications
- viii. Project Plans
- ix. Performance and Payment Bonds
- x. All change orders authorized after execution of this Contract.

This Contract is intended to require a complete and finished Project and anything necessary to complete the Work properly and in accordance with the law and lawful governmental regulations shall be performed and supplied by Contractor, whether set out specifically in this Contract or not. Should it be ascertained that any inconsistency exists between the Contract Documents and this Contract, the provisions of this Contract shall control, except as required and specified under law.

3. CONSTRUCTION START AND COMPLETION DATE

a. Start and Completion

The mandatory start construction date shall be the date stipulated in the Notice to Proceed issued by the Project Manager ("**Start Date**"). Contractor shall complete the Project within \_\_\_\_\_ (\_\_\_\_\_) Calendar Days from the Start Date ("**Completion Date**"). City and Contractor acknowledge and agree that at the time of execution of this Contract it is impracticable and extremely difficult to fix the actual damages that will be incurred by City if Contractor fails to complete the Project by the Completion Date. Accordingly, City and Contractor agree that liquidated damages in the amount of One Thousand Dollars (\$1,000.00) for each calendar day the Project remains incomplete beyond the Completion Date is a reasonable sum to assess as liquidated damages due to City by reason of the failure of Contractor to complete the Project. City may deduct the amount of liquidated damages from any payment due or that may become due to Contractor under this Contract. Progress payments made after the Completion Date shall not constitute a waiver of liquidated damages.

Contractor's Initials: \_\_\_\_\_

b. Force Majeure



The time period(s) specified in the Contract Documents for performance of the Work rendered pursuant to this Contract shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Work for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the Parties to this Contract. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Contract, however caused, Contractor's sole remedy being extension of the Contract pursuant to this Section.

4. INSURANCE AND BONDS

a. Insurance

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Contract including any extension thereof, the following policies of insurance:

- i. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The Product and Completed Operations coverage under the policy shall extend a minimum of three (3) years after completion of the Project. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. The policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. The policy shall specifically provide for a duty to defend on the part of the insurer.
- ii. Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases carrying out the work or service contemplated in this Contract. At a minimum, Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's

Liability Insurance (with limits of at least \$1,000,000).

- iii. Business Automobile Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- iv. Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area.
- v. Professional Liability Insurance (Errors & Omissions). Contractor shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Contract.
- vi. Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

vii. General Insurance Requirements.

- (1) Primary/noncontributing; Waiver of Subrogation. All of the above policies of insurance shall be primary insurance. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against City, its officers, employees and agents, and its insurers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- (2) Evidence of Insurance. No work or service under this Contract shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage and said Certificates of Insurance or binders are approved by the City. In the event any of the above policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Project Manager or the Project Manager's designee, as defined in the Contract Documents and incorporated herein.
- (3) Not Limiting. Contractor agrees that the provisions of this Section 3.b(a) shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.
- (4) Subcontractors. In the event the Contractor subcontracts any portion of the Work pursuant to this Contract, 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.
- (5) Duration of Coverage. Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors.
- (6) City's Rights of Enforcement. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any

premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Contract.

- (7) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.
- (8) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- (9) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- (10) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- (11) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
- (12) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability

exclusions.

- (13) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.
- (14) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.
- (15) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. 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 City.
- (16) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Contract, and that involve or may involve coverage under any of the required liability policies.
- (17) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

b. Performance and Payment Bonds

Concurrently with execution of this Contract, Contractor shall deliver to the City the following bonds:

- i. Payment Bond. Concurrently with the execution of this Contract, Contractor shall deliver to City a Payment Bond in a sum not less than one hundred percent (100%) of the total Contract Amount which secures payments to persons furnishing labor, subcontractors, and suppliers in the event of default by Contractor. The payment bond shall be unconditional and remain in force during the entire term of the Contract and shall be null

and void only if the Contractor completely and faithfully pays all persons furnishing labor, subcontractors, and suppliers that have been approved in writing to perform in whole or part the services required herein.

- ii. Performance Bond. Concurrently with execution of this Contract, Contractor shall deliver to City a Performance Bond in the sum of not less than one hundred percent (100%) of the total Contract Amount which secures the faithful performance of this Contract, unless such requirement is waived by the Project Manager or the Project Manager's designee. The bond shall be unconditional and remain in force during the entire term of the Contract and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Contract.

All bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. All bonds shall be unconditional and remain in force during the entire term of this Contract. All bonds shall be in substantially the form as provided in **Exhibit "A"**.

City shall release the Payment Bond and the Performance Bond when the following have occurred: (1) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under this Contract, (2) the work for the Project has been finally accepted by the City, and (3) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Payment Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law

- c. Sufficiency of Insurer and Surety

Insurance and bonds required by this Contract shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or higher in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or larger, unless otherwise approved by the City's Risk Manager due to unique circumstances. In addition, the insurance carrier must be currently authorized by the Insurance Commissioner to transact business of insurance or be on the List of Approved Surplus Line Insurers issued by the State of California. If the City determines that the work to be performed under this Contract creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds required this Contract may be changed accordingly upon receipt of written notice from the City.

## 5. COORDINATION OF WORK

- a. Representatives and Personnel of Contractor

The following principals of Contractor ("Principals") are hereby designated as

being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____ Name	_____ Title
_____ Name	_____ Title
_____ Name	_____ Title

The Principals shall be responsible during the term of this Contract for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Contract, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Contract. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Contract, prior to and during any such performance.

b. Status of Contractor

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Contract or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

c. City's Project Manager

It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if

specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Contract.

d. Independent Contractor

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

6. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Contract. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Contract. In addition, neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

7. COMPLIANCE WITH LABOR AND WAGE LAWS

a. Prevailing Wages.

In accordance with the provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, Contractor and any subcontractor under Contractor is required to pay not less than the general prevailing rate of per diem wages to all workmen employed in the performance of this Contract, for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, pursuant to the California Labor Code, the Director of the Department



of Industrial Relations of the State of California has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the City's [REDACTED] Department, located at [REDACTED], and are available to any interested party upon request; or may be obtained online from the Department of Industrial Relations website at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Contractor shall cause a copy of such determinations to be posted at the job site.

Contractor and any subcontractor under Contractor is subject to forfeiture of penalties to City, as provided under the provision of Section 1775 of the California Labor Code for each worker employed, for each calendar day or portion thereof, if such worker is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of the California Labor Code. Penalties shall be in addition to civil penalties, restitution of wages, liquidated damages to the employee, and any other applicable penalties imposed by the Labor Commissioner pursuant to the California Labor Code, or court of law.

By entering into this Contract, Contractor certifies that neither it nor any person or firm that has an interest in Contractor's firm is a person or firm that is barred from being awarded Public Works contracts by virtue of Section 1777.1 of the California Labor Code.

Contractor and any subcontractor under him shall submit, not less than monthly to the City and to the Labor Commissioner, certified copies of the payroll records for all workmen employed in the performance of this Contract for the preceding month's pay periods, and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and the Contract Documents. Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner not less than monthly.

b. Apprenticeship Employment.

In accordance with the provisions of Section 1777.5 of the California Labor Code as amended, and in accordance with the Regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the Work.

Attention is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code concerning the employment of apprentices by Contractor or any subcontractor under him.

Contractor and subcontractors under Contractor shall comply with all requirements of Sections 1777.5 and 1777.6 of the California Labor Code in the employment of

apprentices.

c. Legal Hours of Work.

Eight (8) hours of labor shall constitute a legal day's work for all workers employed in the execution of this Contract, and Contractor, and any subcontractor under him, shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

Contractor and any subcontractor under Contractor shall forfeit, as a penalty to City, twenty-five dollars (\$25) for each worker employed in the execution of this Contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said worker is required or permitted to labor more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of California Labor Code Section 1813, as amended.

d. Workers' Compensation.

California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code 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.”

Contractor's Authorized Initials \_\_\_\_\_

e. Public Works Contractor Registration.

Pursuant to California Labor Code Division 2, Part 7, Chapter 1, Article 2, a contractor or subcontractor shall not be qualified to engage in the performance of any contract for public work with City, as defined in said chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the same. It is not a violation of this Section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Contract is subject to compliance monitoring and enforcement by the

Department of Industrial Relations.

Contractor shall cause job site notices to be posted as prescribed by regulation.

f. Contractor's Responsibility for Subcontractors.

For every subcontractor who will perform work under this Contract, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Contract. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

8. DISCOVERY OF UNKNOWN CONDITIONS

- a. Pursuant to Public Contract Code Section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
- b. City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Contract.
- c. In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Contract. 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.

9. UNIDENTIFIED UTILITIES

To the extent required by Government Code Section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise

reasonable care, and removing or relocating utility facilities not identified by City in the Contract Documents with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Contract is subject to Government Code Sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

10. TRENCH EXCAVATION

Pursuant to Labor Code Section 6705, if this Contract is for more than \$25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, 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. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This Section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This Section shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

11. NON-DISCRIMINATION

No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor and subcontractor under Contractor for public works violating this Section is subject to all of the penalties imposed for a violation of Chapter I of the Labor Code in accordance with the provisions and of Section 1735 of said Code.

12. LICENSES, PERMITS, FEES AND ASSESSMENTS

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Contract. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from

or are necessary for the Contractor's performance of the services required by this Contract, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

13. CONTRACTOR'S LIABILITY; INDEMNIFICATION

a. Non-Liability of City.

City, its elected and appointed officials, officers, agents and employees, shall not be answerable or accountable in any manner 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 worker, employees of Contractor or his 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 Work. Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the active negligence or willful misconduct of City, its employees, servants, or independent contractors who are directly responsible to City during the progress of the Work, or at any time before its completion and final acceptance.

b. Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") 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 performance of work under this Contract or its failure to comply with any of its obligations contained in this Contract, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels 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 Contract.

Contractor obligations under this Section apply regardless of whether or not 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 City under any provision of this Contract, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of 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 City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

14. SUBCONTRACTOR COMPLIANCE

Contractor shall be responsible for ensuring compliance by any subcontractor or lower tier subcontractor under it with this Contract, all State and Federal laws, codes and regulations, and Municipal Ordinances and Regulations of City.

15. THIRD PARTY CLAIM

Contractor shall notify City within 72 hours of the receipt of any third-party claim relating to this Contract.

16. CONTRACT PRICE AND PAYMENT

City shall pay Contractor for furnishing the material and doing the prescribed Work per the unit prices set forth in the Contractor's Bid. Contractor agrees to monthly progress payments as described in the Contract Documents.

No expenditure from the Construction Contingency ("**Contingency**") for any labor, equipment, materials, or any other article or service whatsoever, provided in relation to the Work shall be made without the prior written approval of City. Such expenditures and/or payments from the Contingency shall be made only pursuant to a Change Order signed by both parties. Verbal authorization to proceed with additional work shall not satisfy the requirement for a signed Change Order. No Change Orders combined shall exceed the Contract Amount plus the Contingency. The Contingency is for the sole and exclusive benefit and use of City for adjustments to the Contract Amount. The establishment of the Contingency is not to be construed as a promise, representation, or guarantee of the amount of compensable changes that may occur, which may be substantially more or less than the Contingency. Upon final completion and final payment, any portion of the Contingency that has not been expended by City for compensable changes expressly authorized by Change Order shall not be part of the total Contract Amount and shall not be payable or owed to Contractor.

a. Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Contract, Contractor is certifying compliance with all provisions of this Contract.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the Department of Industrial Relations. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Contract, as applicable, with Contractor's first invoice. If these rates change at any time during the term of this Contract, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

Upon receipt and approval of an invoice by the City, City shall pay Contractor in a manner consistent with City's normal procedures for handling accounts payable, but not to exceed thirty (30) days from date received by City, unless otherwise directed by the labor compliance officer. Progress payments shall be issued upon successful completion of items listed on the Bid Schedule of Values contained in the Contract Documents, and inspection made by the City, unless otherwise directed by the Project Manager, the Project Manager's designee, or labor compliance officer. Payment to Contractor for work performed pursuant to this Contract shall not be deemed to waive any defects in work performed by Contractor.

b. Retention of Funds.

City will deduct a five percent (5%) retention from all progress payments in accordance with Public Contract Code Sections 22300 and 7201, which are hereby incorporated into this Contract. City shall permit the substitution of securities for any moneys withheld by City to ensure performance under this Contract. The retention held by the City shall be released within sixty (60) days after the date of completion of the work and the Project, as required by Public Contract Code 7107, which is hereby incorporated into this Contract. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

17. ADDITIONAL SERVICES

- a. City shall have the right at any time during the performance of the Work, without invalidating this Contract, to order extra work beyond that specified in the General Scope of Work, set forth in Section 1 of this Contract, or make changes to the Work by altering, adding to or deducting from said Work. No such extra work may be undertaken unless a written change order is first given by the Project Manager or the Project Manager's designee to the Contractor, incorporating therein any adjustment in (1) the Contract Amount, and/or (2) the time to perform this Contract, which said adjustments are subject to the written approval of the Contractor ("**Change Order(s)**"). Written Change Orders shall be made on forms prescribed by the Project Manager in accordance with the Contract Documents. Within ten

(10) days after submission to the Project Manager of a Change Order that impacts the Contract Amount or the time for performance of the Work, the Contractor's representative shall provide the City's representative a written estimate of the effect of the proposed Change Order upon the Contract Amount and the actual cost of services that would be required for the change, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices and wage rates and the effect upon time for performance of the work for such Change Order. All Change Orders must be signed by the Contractor and the Project Manager (or his or her designee) prior to commencing the extra work thereunder.

- b. Any increase in compensation of up to ten percent (10%) of the Contract Amount or \$25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (120) days may be approved by the Project Manager, provided that such increase does not materially affect the Work in a detrimental manner or materially and detrimentally affect the interest of the City. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.
- c. Any adjustment in the Contract Amount for a Change Order must be in accordance with the rates set forth in the Contractor's Bid and the Bid Schedule of Values. If the rates in the Contractor's Bid do not cover the type of work or materials in the Change Order, the cost of such work or materials shall not exceed an amount agreed upon in writing and signed by Contractor and the Project Manager. Contractor is solely responsible for timely performance of the work as changed by written direction. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order that is completed to the satisfaction of the City, as follows:
  - i. Labor: The cost of labor shall be the actual cost for the wages of workers and subcontractors performing the work for the Change Order at the time such work is performed. The use of labor classifications that would increase the cost of such work shall not be permitted.
  - ii. Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or the lowest current price for which such materials and equipment are reasonably available at the time the work is performed, whichever is lower.
  - iii. Daily Reporting: Contractor must provide a daily report that includes all invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include the following: (1) list of names of workers, classifications, and hours worked; (2) description and list of quantities of materials used; (3) type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; (4) description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and



absolute discretion, waive the Contractor's rights to payment for the work performed for that day.

- d. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Contract or the Work, while City seeks estimates from third party contractors to perform additional services.
- e. No claim for an increase in the Contract Amount or time for performance shall be valid unless the procedures established in this Section are followed.

18. RIGHTS, TITLE, INTEREST

Pursuant to California Public Contract Code Section 7103.5(b), in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 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, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

19. DEFECTIVE WORK

City's inspection of the Work and the Project shall not relieve Contractor of any obligations to fulfill this Contract and complete the Project in accordance with the Contract Documents. Defective work and materials shall be made good. Failure of City to identify a defect, or failure of an inspector to reject any portion of the Work, is not acceptance or a waiver of poor workmanship notwithstanding payments or release of any retention in whole or in part, and shall not be construed to waive any of City's rights or remedies under this Contract.

20. TERMINATION

City may terminate this Contract in whole or in part for cause or convenience by giving ten (10) calendar days' written notice to Contractor. Where Contractor's services have been so terminated by City, said termination shall not affect any right or remedy of City against Contractor or the surety, then existing or accrued thereafter.

- a. Termination for Cause

It is City's right to terminate this Contract upon Contractor's failure to comply with the provisions of this Contract, which includes, but not limited to, (1) Contractor's refusal or failure to perform the Work required under this Contract with diligence to ensure substantial completion of the Project by the Completion Date. Termination shall be effective if Contractor does not cure its failure to perform in a manner acceptable to City within ten (10) calendar days of notice of termination; (2) Contractor fails to comply with the provisions of this Contract; (3) Contractor violates any ordinance, regulation, State or Federal Law which applies to its performance under this Contract; (4) Contractor files bankruptcy or otherwise becomes insolvent; (5) Contractor makes a general assignment for the benefit of creditors; (6) a trustee or receiver is appointed for the Contractor or his property; (7) Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; (8) Contractor has abandoned the Work or the Project, and/or; (9) Contractor disregards proper directives of the architect, inspector, or Project Manager under the Contract Documents. It will be at City's sole discretion to allow Contractor to remedy each cause for the termination without waiving City's right to terminate this Contract or restricting any other right or remedy under this Contract or law.

In the event that this Contract is terminated for cause, City may take over the Work and may exclude Contractor from the Project site. In exercising the right to complete the Project, City, at its sole discretion, may pursue such completion in a manner that is cost effective, timely, and beneficial to City, including but not limited to demanding that the Surety take over and complete the Work. City may demand that the Surety not utilize Contractor in said performance of completing the Work. Upon failure of the Surety to begin completion of the Work, within fifteen (15) calendar days after demand thereof, City may take over the Work and pursue its completion.

Contractor and the Surety shall be liable for damages sustained by City from the termination of this Contract under this clause, including, without limitation all cost necessary for repair and completion of the work.

City shall have the right to withhold monies otherwise payable to Contractor until the Project is complete. If City incurs additional costs, expenses, or other damages due to the failure of Contractor to perform the Work pursuant to this Contract, said expenditures shall be deducted from the amounts withheld. Should there be a balance of monies held after all expenses have been paid, the balance will be paid to Contractor upon completion of the Project.

b. Termination for Convenience

City may terminate this Contract at any time for environmental considerations, its convenience, or when it is in the best interest of City.

Upon such termination, payment to Contractor shall be the actual cost of the Work completed, suitable storage and protection of materials and equipment delivered to

the Project site, but not yet incorporated into the Work, and other costs actually incurred as permitted by this Contract and approved by City up to the effective date of termination. Ten percent (10%) of the actual cost of Work completed shall be allowed for overhead and profit providing that such payments do not exceed the total Contract Amount. The amount of any payments made to Contractor prior to the effective termination date shall be deducted from the actual costs of completed Work. Contractor shall not be entitled to any claim or lien against City for any additional compensation or damages in the event of termination of this Contract.

c. Discontinuation of Work

Upon receipt of the termination notice, Contractor shall immediately discontinue the Work and placement of orders for materials, facilities and supplies in connection with the performance of this Contract, unless otherwise directed in the notice. Contractor shall promptly deliver to City all completed work, including plans, as-builts, forms, reports, and products. Any dispute regarding the amount owed to Contractor shall not diminish the right of City to receive and use such documents or materials.

21. DISPUTE RESOLUTION PROCESS

Section 20104 et seq. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, “claim” means a separate demand by the Contractor, after the City has denied Contractor’s timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this Section applies:

- a. Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided in the Contract for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.
- b. Supporting Documentation. The Contractor shall submit all claims in the following

format:

- i. Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.
  - ii. List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.
  - iii. Chronology of events and correspondence related to the claim.
  - iv. Statement of grounds for the claim.
  - v. Analysis of the claim's cost, if any.
  - vi. Analysis of the claim's time/schedule impact, if any.
- c. City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.
- i. If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
  - ii. Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual Contract of City and the Contractor.
  - iii. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
- d. Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days

of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

- e. Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.
  - i. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
  - ii. For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.
  - iii. Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.
  - iv. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.
- f. City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this Section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

- g. Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 et seq., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.
- h. Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:
- i. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code Section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, 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 or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.
  - ii. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
  - iii. Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable

hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

- iv. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

22. NOTICES

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Perris, 101 N. D Street, Perris, CA 92570 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Contract. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

23. ATTORNEYS' FEES

In the event that any action or proceeding is brought by either party to enforce any term or provision of this Contract, the prevailing party shall recover its reasonable attorney's fees and costs incurred with respect thereto.

24. VENUE; CALIFORNIA LAW

Legal actions concerning any dispute, claim or matter arising out of or in relation to this Contract shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action. This Contract shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California.

25. WAIVER

Waiver by any party to this Contract of any term, condition, or covenant of this Contract shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Contract shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Contract. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or

remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

26. RIGHTS AND REMEDIES ARE CUMULATIVE

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

27. UNFAIR BUSINESS PRACTICES CLAIMS

Pursuant to Public Contract Code Section 7103.5, in entering into this Contract, Contractor offers and agrees to 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. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Contract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

28. UNAUTHORIZED ALIENS

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

29. ACCOUNTS, RECORDS, REPORTS, AND RELEASE OF INFORMATION

a. Records.

Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three (3) years after the expiration of this Contract, unless permission to destroy them is granted by the City. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in



providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

b. Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Contract shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Contract, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

c. Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Contract as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Contract. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

d. Confidentiality and Release of Information.

i. Information gained or work product produced by Contractor in performance of this Contract shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

- ii. Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Contract. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.
- iii. If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Contract, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.
- iv. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Contract and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

30. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No elected or appointed official, officer, agent or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Contract.

31. INTERPRETATION

The terms of this Contract shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Contract or any other rule of construction which might otherwise apply.

32. COUNTERPARTS

This Contract may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

33. INTEGRATION; AMENDMENT

This Contract including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral Contracts between the parties hereto affecting this Contract and this Contract supersedes and cancels any and all previous negotiations, arrangements, Contracts and understandings, if any, between the parties, and none shall be used to interpret this Contract. No amendment to or modification of this Contract shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

34. SEVERABILITY

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or Sections contained in this Contract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or Sections of this Contract which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Contract meaningless.

35. CONFLICT OF INTEREST

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of work under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Contract.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Contract nor shall any such officer or employee participate in any decision relating to the Contract which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Contract.

36. WARRANTY & REPRESENTATION OF NON-COLLUSION

No elected or appointed official, officer, agent or employee of City has any financial interest, direct or indirect, in this Contract, nor shall any official, officer, or employee of City participate in any decision relating to this Contract which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or

municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City elected or appointed official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any Contract. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any Contract. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Contract void and of no force or effect.

37. AUTHORITY TO EXECUTE

The persons executing this Contract on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Contract on behalf of said party, (iii) by so executing this Contract, such party is formally bound to the provisions of this Contract, and (iv) the entering into this Contract does not violate any provision of any other Contract to which said party is bound.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

[SIGNATURES ON FOLLOWING PAGE]

**CITY OF PERRIS,**  
**a California municipal corporation**

BY:

ATTEST:

\_\_\_\_\_  
Clara Miramontes, City Manager

\_\_\_\_\_  
Nancy Salazar, City Clerk

DATE:

\_\_\_\_\_  
APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Robert Khuu, City Attorney

[SIGNATURES CONTINUE ON NEXT PAGE]

**CONTRACTOR**

CONTRACTOR NAME:

CONTRACTOR'S ADDRESS:

STATE OF CALIFORNIA  
CONTRACTOR'S LICENSE NUMBER:

CONTRACTOR'S LICENSE  
EXPIRATION DATE:

CONTRACTOR'S BUSINESS  
TELEPHONE NUMBER:

EMERGENCY TELEPHONE NUMBER:

BY:

BY:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

**\*Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

[END SIGNATURES]

**EXHIBIT "A"**  
**BOND FORMS**

**PERFORMANCE BOND**

We, \_\_\_\_\_, a California corporation, as Principal, and \_\_\_\_\_, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Perris ("City") for payment of the penal sum of \_\_\_\_\_ (\$\_\_\_\_\_). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Seal of Corporation \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative of Principal

Title: \_\_\_\_\_



**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)**

Any claims under this bond may be addressed to: (check one)

Surety's agent for service  
of process in California:

( ) \_\_\_\_\_  
[name of surety company]

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
City and State

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
Attorney in Fact or other  
Representative

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)**

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

## PAYMENT BOND

We, \_\_\_\_\_, a California corporation, as Principal, and \_\_\_\_\_, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Perris ("City") and those for whose benefit this bond insures in the sum of \_\_\_\_\_ (\$\_\_\_\_\_). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq.* of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq.* of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Seal of Corporation \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative of Principal

Title: \_\_\_\_\_

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)**

Any claims under this bond may be addressed to: (check one)

Surety's agent for service  
of process in California: ( ) \_\_\_\_\_  
[name of surety]

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
City and State

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
Attorney in Fact or other  
Representative

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)**

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

**ACKNOWLEDGMENT**

**A notary public or other officer  
completing this certificate  
verifies only the identity of the**

**State of California  
County of \_\_\_\_\_)**

**On \_\_\_\_\_ before me,  
\_\_\_\_\_ (insert name and title of the office**

**personally appeared**

**\_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity (ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf  
of which the person(s) acted, executed the instrument.**

**I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.**

**WITNESS my hand and official seal.**

**Signature \_\_\_\_\_(Seal)**

**THIS IS A REQUIRED FORM**

**CERTIFICATE OF CONTRACTOR**

I, \_\_\_\_\_, certify that I am a/the

\_\_\_\_\_ (specify either partner or specific corporate office) of the Contractor names as Principal on the above-referenced bond. I further certify that the Principal is an entity in good standing having complied with all applicable laws and regulations and that I have been given the express power on behalf of the Principal to execute this bond.

**NAME OF ENTITY:** \_\_\_\_\_

**TITLE OF SIGNING PARTY:** \_\_\_\_\_

**By** \_\_\_\_\_

\_\_\_\_\_  
**California License No.**

**(CORPORATE SEAL)** \_\_\_\_\_  
**Name of License Holder**

\_\_\_\_\_  
**Type of License**

\_\_\_\_\_  
**Expiration Date**

**THIS IS A REQUIRED FORM**

**CONTRACT PERFORMANCE BOND**

**(CALIFORNIA PUBLIC WORKS)**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT WHEREAS, THE CITY OF PERRIS, (sometimes referred to hereinafter as "Oblige" has awarded to \_\_\_\_\_ (hereinafter designated as the "Contractor"), a contract for the work described as follows:**

**227 Early Childhood Classroom Project, (hereinafter referred to as the "Public Work Contract");**

**and**

**WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated \_\_\_\_\_, (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and**

**WHEREAS, The Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof:**

**NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the \_\_\_\_\_ in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than 100 percent of the total amount payable by the said Oblige under the terms of the said Public Work Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.**

**THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Public Work Contract and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the guarantee of all materials and workmanship; and indemnify and save harmless the Oblige, its officers and agents, as stipulated in said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said Surety will pay to Oblige a reasonable attorney's fee to be fixed by the Court.**

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Public Work Contract or to the work to be performed hereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Oblige and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Principal and Surety agree that if the Agency is required to engage the services of an attorney in connection with the enforcement of this bond, the Principal and Surety shall be jointly and severally liable for all of the Agency's costs and reasonable attorney fees, whether or not litigation or arbitration is actually commenced to enforce the bond.

Principal and Surety agree that after completion and acceptance of the work by Agency, 10% value of the bond shall remain in effect for a 12-month period to warranty the work.

IN WITNESS WHEREOF, this document has been executed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

**PRINCIPAL:**

\_\_\_\_\_

By:

\_\_\_\_\_

**SURETY:**

\_\_\_\_\_

BY:

\_\_\_\_\_

Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged: \$ \_\_\_\_\_. (The above must be filled in by corporate surety.)

**IMPORTANT:**

Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

**THIS IS A REQUIRED FORM**

**Any claims under this bond may be addressed to:**

**(Name and Address of Surety)**

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---

---

**(Name and Address of Agent  
or Representative for service  
of process in California  
if different from above)**

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---

---

**(Telephone Number of Surety  
and Agent or Representative  
for service of process in  
California)**

---

**THIS IS A REQUIRED FORM**



**ACKNOWLEDGMENT**

**A notary public or other officer completing this certificate verifies only the identity of the individual**

**State of California  
County of \_\_\_\_\_)**

**On \_\_\_\_\_ before me,  
\_\_\_\_\_**

**(insert name and title of the**

**officer)**

**personally appeared  
\_\_\_\_\_**

**who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.**

**I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.**

**WITNESS my hand and official seal.**

**Signature \_\_\_\_\_(Seal)**

**THIS IS A REQUIRED FORM**

**CONTRACT PERFORMANCE BONDS**  
**CERTIFICATE OF CONTRACTOR**

I, \_\_\_\_\_, certify that I am a/the \_\_\_\_\_(specify either partner or specific corporate office) of the Contractor names as Principal on the above-referenced bond. I further certify that the Principal is an entity in good standing having complied with all applicable laws and regulations and that I have been given the express power on behalf of the Principal to execute this bond.

NAME OF ENTITY: \_\_\_\_\_

NAME AND TITLE OF SIGNING PARTY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

\_\_\_\_\_  
Contractor's California License No.

\_\_\_\_\_  
Name of License Holder

\_\_\_\_\_  
Type of License

\_\_\_\_\_  
Expiration Date

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_

**THIS IS A REQUIRED FORM**

## **CERTIFICATION OF INSURANCE AND ENDORSEMENTS**

The Contractor shall not commence any work under the Contract Documents until he obtains, at his own expense, all required insurance. The required insurance shall be provided by the Contractor in conformance with the requirements of Sections 6 and 7 of the General Provisions of these Contract Documents:

The insurance company or companies utilized by the Contractor shall be authorized to transact business in the State of California and to issue policies in the amounts required in said Sections 6 and 7 of the General Provisions of these Contract Documents.

No substitutions or revisions to the certificates and endorsements which follow will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using the format presented, shall be provided for each company.

Contractor shall include the City of Perris, County of Riverside, their elected and appointed officials, employees, agents, Agency, Consultants as additional insured under Contractor's General Liability Policy.

**ADDITIONAL INSURED AND WAIVER OF SUBROGATION-** The Certificate of Insurance supplied to the City of Perris shall name the City of Perris, its officers, employees, agents, consultants, and independent contractors as additional insured and shall specify that the City of Perris be given thirty (30) days prior written notice of any modification, decrease or termination of the Contractor's Insurance coverage. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Such insurance shall be subject to approval by the City Attorney.

**CERTIFICATE OF INSURANCE**

**AGENCY: CITY OF PERRIS**

**DESCRIPTION: \_\_\_\_\_**

**TYPE OF INSURANCE: WORKERS' COMPENSATION INSURANCE**

**THIS IS TO CERTIFY that the policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Agency's Contract Documents, and that said policies are now in force.**

**Said company will give at least 30 days advance written notice by registered mail to the agency and Engineer prior to any material change or cancellation of said policies.**

**Nothing contained in this Certificate of Insurance shall be construed as an amendment to an existing insurance coverage.**

<b><u>Policy Number</u></b>	<b><u>Effective Date</u></b>	<b><u>Expiration Date</u></b>
-----------------------------	------------------------------	-------------------------------

**The insurance provided by said policies complies in all respects as to coverage and limits of liability with the requirements of the Workers' Compensation Insurance Laws of the State of California.**

**EFFECTIVE:** \_\_\_\_\_

_____ <b>Named Insured</b>	_____ <b>Insurance Company</b>
_____ <b>Street Number</b>	_____ <b>Street Number</b>
_____ <b>City and State</b>	_____ <b>City and State</b>

**Insurance Company Agent for  
Service of process in California**

\_\_\_\_\_  
**(Authorized Representative)  
(Attach Acknowledgement)**

_____ <b>(Name)</b>	_____ <b>(Company)</b>
_____ <b>(Street Number)</b>	_____ <b>(Street Number)</b>
_____ <b>(City)</b>	_____ <b>(City and State)</b>
_____ <b>(Telephone Number)</b>	_____ <b>(Telephone Number)</b>

**NOTICE: Substitution or revision to this certificate will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.**

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the

State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me,  
\_\_\_\_\_

(insert name and title of the

officer)

personally appeared  
\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_(Seal)

**THIS IS A REQUIRED FORM**



**ENDORSEMENT:**

The Agency, the Owner's Representative, the County of Riverside, the Engineer, Interwest Consulting Group, and his consultants, and each of their officers, agents, and employees are included as additional insureds under these policies but only while acting in their capacity as such and only as respects operations of the original named insured, his subcontractors, agents, and employees in the performance of the above-referenced contract.

This endorsement shall not operate to increase the Company's total limits of liability under the above-listed policies.

The insurance company hereby waives its rights of subrogation against the additional insureds.

EFFECTIVE: \_\_\_\_\_

\_\_\_\_\_  
Named Insured

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
City and State

\_\_\_\_\_  
City and State

Insurance Company agent for  
service of process in California

By \_\_\_\_\_  
(Authorized Representative)  
(Attach Acknowledgment)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Street Number)

\_\_\_\_\_  
(Street Number)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Telephone Number)

NOTICE: No substitution or revision to this certificate will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.



**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who

State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me,  
\_\_\_\_\_  
(insert name and title of the officer)

personally appeared  
\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_(Seal)

**THIS IS A REQUIRED FORM**

**NOTICE TO PROCEED**

**TO:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Project Description:** \_\_\_\_\_

You are hereby notified to commence Work in accordance with the Contract dated \_\_\_\_\_, on or before \_\_\_\_\_, and you are to complete all work on or before \_\_\_\_\_ calendar days.

You are required to return an acknowledged copy of this Notice to Proceed to the Agency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

**City of Perris**  
**Agency**

**By:** \_\_\_\_\_  
**Sabrina Chavez**

**Director of Community Services**  
**Title**

**ACCEPTANCE OF NOTICE**

Receipt of the Notice to Proceed is hereby acknowledged by  
\_\_\_\_\_ , this the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_

Contractor

Title \_\_\_\_\_

\_\_\_\_\_  
Contractor's California License No.

\_\_\_\_\_  
Name of License Holder

\_\_\_\_\_  
Type of License

\_\_\_\_\_  
Expiration Date

**STATE OF CALIFORNIA - DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF APPRENTICESHIP STANDARDS**

TO: California Department of Industrial Relations  
Division of Apprenticeship Standards  
P.O. Box 420603  
San Francisco California 94142

FROM: AWARDING AGENCY

**EXTRACT OF  
PUBLIC WORKS CONTRACT AWARD**

**A CONTRACT TO PERFORM PUBLIC WORKS UNDER LABOR CODE SECTION 1777.5 HAS BEEN AWARDED TO:**

2. NAME OF GENERAL CONTRACTOR		3. CONTRACTOR'S LICENSE NO	
4. MAIL ADDRESS (STREET NUMBER OR P.O. BOX)		5. CITY	
		6. ZIP CODE	7. TELEPHONE NUMBER
8. ADDRESS OR LOCATION OF PUBLIC WORKS SITE ( INCLUDE CITY AND/OR COUNTY)			
9. CONTRACT OR PROJECT NUMBER		10. DOLLAR AMOUNT OF CONTRACT AWARD \$	
11. STARTING DATE (ESTIMATED OR ACTUAL) MONTH DAY YEAR / / (USE NUMBERS)		12. COMPLETION DATE (ESTIMATED OR ACTUAL) MONTH DAY YEAR / / (USE NUMBERS)	
13. TYPE OF CONSTRUCTION (HIGHWAY, SCHOOL, HOSPITAL, ETC.)		14. <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> ALTERATIONS	
15. CLASSIFICATION OR TYPE OF WORKER (CARPENTER, PLUMBER, ETC.) THAT WILL BE EMPLOYED BY THE CONTRACTOR(S)			
16. Is language included in the Contract Award to effectuate the provision of section 1777.5, as required by the Labor Code? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No Is language included in the Contract Award to effectuate the provisions of Section 1776, as required by the Labor Code? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No			
17. SIGNATURE		18. TITLE	19. DATE
20. PRINTED OR TYPED NAME		21. TELEPHONE NUMBERS	

Duplication of this form is permissible

DAS 13 (rev. 5/01)



CITY OF PERRIS

**CHANGE ORDER**

Order No. \_\_\_\_\_

Date \_\_\_\_\_

Contract Date \_\_\_\_\_

Project: 227 Early Childhood Classroom Project

This Change Order # \_\_\_\_\_ changes the Agreement between the City of Perris and \_\_\_\_\_, for the 227 Early Childhood Classroom Project, please read it carefully.

**JUSTIFICATION:**

\_\_\_\_\_  
\_\_\_\_\_

**CHANGE TO CONTRACT PRICE:**

Original Contract Price \$ \_\_\_\_\_

Current Contract Price (Adjusted by Previous Change Order(s)): \$ \_\_\_\_\_

Contract Price due to this Change Order will be increased: \$ \_\_\_\_\_

New Contract Price including this Change Order: \$ \_\_\_\_\_

**CHANGE TO CONTRACT TIME**

**Contract Time will be increased:**

*As per Paragraph 5.1 "Time For Completion and Liquidated Damages," of the original Agreement, and a total of \_\_\_\_\_ ( ) additional calendar days, from the completion date specified on the original Notice To Proceed. The new completion date is \_\_\_\_\_.*

**Date for completion of all work:**

\_\_\_\_\_  
**(Date)**

**APPROVALS REQUIRED**

*To be effective, this change order must be approved by the City of Perris and \_\_\_\_\_.*

**CITY OF PERRIS:**

Approved by: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_:

Approved by: \_\_\_\_\_ Date \_\_\_\_\_  
**Contractor**

End of Change Order# \_\_\_\_\_  
Nothing Follow

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

PROJECT: **227 Early Childhood Classroom Project**

---

CONTRACTOR .....

CONTRACT DATE .....

---

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To: City of Perris  
(OWNER)

And To: \_\_\_\_\_  
(CONTRACTOR)

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER and CONTRACTOR and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

.....  
Date of Substantial Completion

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within days of the above dated of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance, and warranties shall be as follows:

OWNER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

The following documents are attached to and made a part of this Certificate:

\_\_\_\_\_

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

\_\_\_\_\_

CONTRACTOR accepts this Certificate of Substantial Completion on \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

\_\_\_\_\_  
California Contractor License No.

OWNER accepts this Certificate of Substantial Completion on \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
CITY OF PERRIS

By \_\_\_\_\_



**RELEASE FORM**

NAME OF CONTRACTOR: \_\_\_\_\_

PROJECT DESCRIPTION: **227 Early Childhood Classroom Project**

PERIOD WORK PERFORMED: \_\_\_\_\_

Above named Contractor hereby acknowledges payment in full for all compensation of whatever nature due the Contractor for all labor and materials furnished and for all work performed on the above-referenced project for the period specified above with the exception of contract retention amounts and disputed claims specifically shown below.

RETENTION AMOUNT FOR THIS PERIOD:

\$ \_\_\_\_\_

\_\_\_\_\_  
(words)

**DISPUTED CLAIMS**

DESCRIPTION OF CLAIM

AMOUNT CLAIMED

The Contractor further expressly waives and releases any claim the Contractor may have of whatever type of nature for the period specified which is not shown as a retention amount or a disputed claim on this form. This release and waiver have been made voluntarily by Contractor without any fraud, duress, or undue influence by any person or entity.

Contractor further certifies, warrants, and represents that all bills for labor, materials, and work due Subcontractors for the specified period have been paid in full and that the parties signing below on behalf of Contractor have express authority to execute this release.

\_\_\_\_\_ Date \_\_\_\_\_  
Printed Name of Contractor

\_\_\_\_\_  
Describe Entity (Partnership, Corporation, etc.)

California Contractor's License No. \_\_\_\_\_ by: \_\_\_\_\_

By: \_\_\_\_\_

## GENERAL PROVISIONS

The work embraced herein shall be done in accordance with the applicable portions of the current edition of the "Standard Specifications for Public Works Construction" prepared and promulgated by the Southern California Chapters of the American Public Works Association and Associated General Contractors of California, except when said "Standard Specifications" are in conflict with other contract documents.

The "General Provisions" contained in said "Standard Specifications" are by this reference incorporated herein as the General Provisions of these contract documents, subject to the following modifications and additions.

1. Section 2-3, "Subcontracts" Section 2-3 of said "Standard Specifications" is amended to read:

Unless otherwise provided in Section 4100.5 of the Government Code, each bidder shall file with his bid the name and address of each subcontractor who will perform the work or labor or render service to the prime Contractor in or about the construction of the work or improvement and of each subcontractor, licensed by the State of California, who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime Contractor's total bid. Only one subcontractor shall be listed for each portion of the work, which portion shall be defined in the bid. In each instance, the nature and extent of the work to be sublet shall be described. The failure of the Contractor to specify a subcontractor, or the listing of more than one subcontractor for the same portion of the work, constitutes an agreement by the Contractor that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

2. Section 3-4, "Changed Conditions" Section 3-4 of said "Standard Specifications" is amended to read:

All loss or damage arising out of the nature of the work to be done under the contract, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the work and in the prosecution of the same, or from the action of the elements (except as otherwise provided in Section 6-6 hereof) or from encumbrances on the line of the work, shall be sustained by the Contractor.

3. Section 4-1.1, "General" Section 4-1.1 of said "Standard Specifications" is amended to read:

No materials, supplies or equipment for the work under this contract shall be purchased subject to any chattel, mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies and equipment installed and incorporated in the work, and

agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the City free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for any work covered by the contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection of any right under any law permitting such persons to look to funds due the Contractor, in the hands of the City. The provisions of this article shall be inserted in all subcontracts and material contracts, and notices of its provisions and material contracts, and notices of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

4. Section 6-9, "Liquidated Damages" Section 6-9 of said "Standard Specifications" is amended to read:

It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of calendar days as set forth in the contract, damage will be sustained by the City. Because it is impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain, in the event of and by reason of such delay, it is therefore agreed that the Contractor will pay to the City \$500 for each and every calendar day's delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions.

The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the City may deduct the amount thereof from any monies due or that may become due the Contractor under the contract.

5. Section 7-2.2, "Laws" Section 7-2.2 of said "Standard Specifications" is amended to read:

The Contractor, his agents and employees, shall be bound by and comply with all applicable provisions of the Labor Code and with Federal, State and local laws related to labor. Particular attention is directed to:

- A. Hours of Labor: Eight hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the City, \$50.00 for each worker employed in the execution of the contract by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815,

thereof, inclusive, except that work performed by employees shall be permitted upon compensation for all hours worked in excess of 8 hours per day and/or 40 hours per week at not less than one and one-half times the basic rate of pay, as provided in said Section 1815.

- B. Labor Discrimination: Attention is directed to Section 1735 of the Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and ever Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter”.

- C. Prevailing Wage: The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775 the Contractor shall forfeit as a penalty to the City, \$50.00 for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

Pursuant to State and Federal statutes, rules, orders, resolutions, and regulations, the Contractor is required to pay the higher of the State of California or Federal prevailing wages. The Contractor is required to be fully familiar with and comply with all State of California and Federal statutes, rules, regulations, orders, resolutions, and determinations which govern the payment of wages for the work and services provided for in this Agreement.

Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the City has ascertained the general prevailing rate of wages (Which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of worker concerned. The Contractor shall pay travel and subsistence payment to each worker as such payments are defined and required in applicable collective bargaining agreements filled in connection with Labor Code Section 1773.8.

The City will not recognize any claim for additional compensation

because of the payment by the Contractor of any wage in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the City on the contract.

- D. Contractor's Licensing Laws: Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors.
- E. Apprentices: In the awarding of any contract or written order for any public work or improvement, the Director of Public Works/City Engineer, or his/her designee, shall require all contractors and subcontractors offering or agreeing to perform any work on said public improvement to provide proof of participation as a signatory to a recognized apprenticeship and/or training program under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State of California Division of Apprenticeship Standards, where such programs exist for the work to be performed.

They shall also provide information concerning their experience, financial qualifications and ability to perform said contract or subcontract, as well as to whether said contractor or subcontractor possesses, or can obtain the necessary equipment in time to perform said contract or subcontract.

Should the Director of Community Services/City Engineer, or his/her designee, determine that said contractor or any subcontractor is not a signatory to a recognized apprenticeship and/or training program under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State Division of Apprenticeship Standards, where such programs exist for the work to be performed, or he/she does not possess the necessary experience and financial qualifications to perform said contract or subcontract, or that he/she does not possess, or cannot obtain in due time the necessary equipment to perform said contract, the Director of Community Services, Engineer, or his/her designee, may reject the bid of any said contractor or subcontractor. If such determination affects only a subcontractor then the Director of Public Works/City Engineer, or his/her designee, may compel the contractor to substitute a subcontractor who is a signatory to a recognized apprenticeship and/or training program under Chapter 4, (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State of California Division of Apprenticeship Standards, where such programs exist for the work to be performed, or who, in the opinion of the Director of Community Services and/or City Engineer, or his/her designee, process the necessary experience, financial qualifications, and equipment to perform said subcontract.

The apprenticeship provisions contained herein shall not apply to contracts of general contractors involving less than fifty thousand dollars (\$50,000.00) or twenty (20) working days or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than five thousand dollars (\$5,000.00) or fewer than five (5) working days.

6. Section 7-3, "Liability Insurance" Section 7-3 of said "Standard Specifications" is amended to read:

7-3 "Contractor's Liability and Insurance"

7.3.1 Contractor's Liability:

- (a) To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Perris, its officers, and their respective elected and appointed officials and members, officers, attorneys, agents, representatives, consultants, employees, directors, shareholders, successors, and assigns (individually as "Indemnities" and collectively, "Indemnities") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising or claimed to arise out of, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Contractor or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, material men, suppliers or Contractor's failure to perform or negligent performance of any term, provision, covenant or condition of the Agreement or the Scope of Services, including this indemnity provision. This indemnity also applies to any Claims of any type or nature asserted on behalf of any of Contractor's subcontractors. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnities may have under the law. Payment is not required as a condition precedent to an Indemnities' right to recover under this indemnity provision. An Indemnities shall have the right to select the attorneys to represent it in the event of a Claim and at Contractor's expense. Contractor shall pay Indemnities for any attorneys' fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under the Agreement or any additional insured endorsements, which may extend to Indemnities.
- (b) Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnities with respect to those Claims as to which such Indemnities is indemnified under Section 7.3.1.A above, except for such Claims which are the result of such Indemnities' willful misconduct.

- (c) In the event the City of Perris, its officers, agents or employees are 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 negligent performance of or failure to perform the work, operations or activities of Contractor hereunder, Contractor agrees to pay to the City and its officers, agents or employees, any and all costs and expenses incurred by the City and its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

7.32 Liability Insurance:

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance.

- (a) Commercial General Liability Insurance. A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least \$2,000,000 bodily injury and property damage including coverage for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City of Perris, its officers, employees and agents as additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.
- (b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases carrying out the work or service contemplated in this Agreement.
- (c) Business Automobile Insurance. A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of \$1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, lease and hired cars.

All of the above policies of insurance shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the City of Perris, its officers, employees and agents, and its insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 7.3.2 to the Contract Officer. No work or service under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage and said Certificates of Insurance or binders are approved by the City.

Contractor agrees that the provision of this Section 7.3.2 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 3.3 of the Agreement, the contract between the Contractor and such subcontractor shall required the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until (30) days after receipt by the City of a written notice of such cancellation or reduction on coverage, as evidenced by receipt of a registered letter."

### **7.3.3 Sufficiency of Insurer or Surety:**

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or designee of the City due to unique circumstances. In the event the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 5 may be changed accordingly upon receipt of written notice from the City's Risk Manager or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City's Risk Manager to the City Council within ten (10) days of receipt of notice from the City's Risk Manager.

## **7-4 "Workers' Compensation Insurance"**

7.4.1 Section 7-4 of said "Standard Specifications is amended to read:

Before execution of the contract by the Board, the Contractor shall file with the engineer the following certification:

"I am aware of, and will comply with, Section 3700 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the engineer before execution of the contract". The City, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

Said policy of insurance shall contain an endorsement which:



- A. Waives all right of subrogation against the City and any persons and entities designated in the Special Provisions to be listed as additional insureds in the policy of insurance provided for in Section 7-3.2 by reason of any claim arising out of or connected with the operations of Contractor or any subcontractor in performing the work provided for herein;
- B. Provides it shall not be cancelled or altered without thirty (30) days notice thereof given to the City by registered mail.

The Contractor shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

- 7. Section 7-10.4.1, "Safety Orders" Section 7-10.4.1 of said "Standard Specifications" is amended to read:

The Contractor shall have at the worksite, copies or suitable extracts of: Construction Safety Orders, Tunnel Safety Orders, and General Industrial Safety Orders issued by the State Division of Industrial Safety. He shall comply with provisions of these and all other applicable laws, ordinances, and regulations, including but not limited to, the Occupational Safety and Health Act of 1970 to which particular attention is directed. He also shall have the latest edition of the "Work Area Traffic Control Handbook" published by Building News, Inc.

- 8. Section 7-13, "Laws to Be Observed" Section 7-13 of said "Standard Specifications" is amended to read:

The Contractor shall keep himself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies of tribunals having any jurisdiction or authority over same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any authority over the work; and shall protect and indemnify the City and all officers and employees thereof connected with the work, including but not limited to the Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same to the engineer in writing.

- 9. Section 9-3, "Payment" Section 9-3 of said "Standard Specifications" is amended to read:

Upon the written request of the Contractor, delivered to the City at least ten (10) days in advance, and at the sole cost and expense of the Contractor, the Contractor may substitute securities for any monies held by the City to ensure the performance of the Contractor hereunder. The securities proposed to be substituted shall be specifically identified in the Contractor's notice, shall be limited to those listed in Government Code Section 16430 and to bank or savings and loan certificates of deposit, and shall be of the market value (as determined by the Finance Director of the City) at least equal to the amount of money withheld by the City. Upon the approval of the proposed substitution by the City, the securities may be deposited with the City or with a State or Federally chartered bank approved by the City as the escrow agent of the parties. The Contractor shall be the beneficial owner of these securities and shall receive interest thereon.

Section 9-3.2 of said "Standard Specifications" shall be amended to read: PARTIAL PAYMENTS: At the request of the Contractor, partial payments will be made on a monthly basis. The Progress Payments will be made on a monthly basis. The Progress Payment request shall be submitted on or before the 20<sup>th</sup> day of each month. The estimate may include only work completed up to and including this date. Progress pay requests showing work not accomplished by the 20<sup>th</sup> day of the month shall be rejected.

Progress payments shall be issued upon successful completion of items listed on the bid schedule of values, and inspection made by the City of Perris, unless otherwise directed by the Engineer, or labor compliance officer. A retention of five (5%) shall be withheld from this payment. In accordance with Federal Labor Standards Provisions at 29.CFR.Part 5, Section 5.9 "Suspension of Funds", the Labor Compliance Officer shall suspend all progress payments pending the resolution of alleged labor violations.

10. Section 10, "Other Provisions" Section 10 is added to said "Standard Specifications" to read:

10.1 Responsibility for Work. Until the formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof and shall bear the risk of injury or damage to any part thereof by the action of the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages as are occasioned by acts of the federal government or the public enemy. In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and shall properly store them if necessary and shall erect temporary structure where necessary.

Any other provisions of this contract to the contrary notwithstanding, to the extent required by Chapter 2.5 (commencing with Section 4150) of Division 5 of Title I of the Government Code, the Contractor shall not be responsible for the

cost of repairing, or restoring damage to the work caused by an act of God as that phrase is defined in Government Code 4151(b).

The City will not be held responsible for the care or protection of any material or parts of the work prior to the final acceptance except as expressly provided in these specifications. The City will not be responsible for any changes in the Contractor's operations due to encountering obstructions which may interfere with the work.

- 10.2 Provisions for Emergencies: Unusual conditions may arise on the work which will require that immediate and unusual provision be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

The Contractor shall use such foresight and shall take such steps and precautions as his operations make necessary to protect the public from danger or damage, or loss of life or property, which would result from the interruption or contamination of public water supply, irrigation or other public service, or from the failure of partly completed work.

Whenever, in the opinion of the engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by process of construction on account of such neglect; and whenever in the opinion of the engineer, immediate action shall be considered necessary in order to protect the public or private, personal or property interests, or prevent likely loss of human life or damage on account of the operations under the contract, then and in the event the Engineer may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the engineer, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as may be deemed necessary, shall be borne by the Contractor, and if he shall not pay said cost and expense upon presentation of the bills therefore, duly certified by the engineer, then said cost and expense will be paid by the City and shall thereafter be deducted from any amounts due, or which become due said Contractor. Failure of the City, however, to take such precautionary measure, shall not relieve the Contractor of his full responsibility for public safety.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

- 10.3 Guarantees: Besides guarantees required elsewhere, the Contractor shall and hereby does guarantee all work for a period of one (1) year after the date of acceptance of the work by the City and shall repair and replace any and all such work by the City and shall repair and replace any and all such work,

together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials within the one (1) year period from date of acceptance, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the above mentioned conditions within a week after being notified in writing, the City hereby authorized to proceed to have the defects repaired and made good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefore immediately on demand.

11. "Environmental Provisions" The Contractor shall, as appropriate, comply with all provisions of Public Contracts Code Section 7104 (SB1470). The requirements of this code are summarized as follows: In the event Contractor is required to dig any trench or excavation that extends deeper than four feet below the surface in order to perform the work authorized under this contract, Contractor agrees to promptly notify City in writing and before further disturbing the site if any of the conditions set forth below are discovered:

- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this Contract.
  - (a) City agrees to promptly investigate the conditions, and if City finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in 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 this Contract.
  - (b) That, in the event a dispute arises between City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for in this Contract, but shall proceed with all work to be performed under the Contract.

Contractor shall retain any and all rights provided either by this contract or by law which pertain to the resolution of disputes and protests between contracting parties.

# **STANDARD PROVISIONS**

## **PART I - STANDARD CONDITIONS**

SP-1-1.00 GENERAL — It is the intent of these General Provisions, Standard Provisions, Project Specifications, Special Provisions, and the plans referred to herein and other documents comprising the contract for the Contractor to provide for and include all labor, materials, equipment, plant, tools, transportation, insurance, bonds, sales taxes, permits, temporary protection, traffic control, watchmen, superintendence and other work necessary to construct and complete all work specified herein, including all addenda and change orders. No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Items. All costs not specified, therefore, shall be included in the prices named in the Schedule of Bid Items and under various items of work.

The contract documents are complementary, and a requirement in one is as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work.

SP-1-1.01 STANDARD SPECIFICATIONS — The specifications entitled, Standard Specifications for Public Works Construction ("Greenbook"), as amended, in the General Provisions of these Specifications, shall hereinafter be referred to as the Standard Specifications. These shall be the most recent version published.

All work shall meet all requirements applicable of Federal, State, County and City regulations and codes governing safety, health, welfare, dust and sound control.

SP-1-1.02 DEFINITIONS — Attention is invited to the provisions of Section 1 — "Terms, Definitions, Abbreviations and Symbols", of the Standard Specifications and these Special Provisions. Whenever in the contract documents, the following terms are used, the intent and meaning shall be interpreted as follows:

AGENCY	City of Perris
BOARD	City Council of the City of Perris
DEPARTMENT	California State Department of Transportation (Caltrans)
ENGINEER	The City Engineer of City of Perris his properly authorized agents, such agent acting within the scope of the particular duties entrusted to them.
STATE	City of Perris
DIRECTOR	Community Services Director of the City of Perris

LABORATORY            The laboratory to be designated by the Engineer to test materials and work involved in the contract.

NOTICE TO CONTRACTORS            Notice Inviting Bids.

Other terms appearing in the plans, Standard Specifications and in these Special Provisions shall have the same intent and meaning specified in Section 1-2, "Definitions", of the Standard Specifications.

SP-1-1.03 EXAMINATION OF PREMISES — Before bidding on this work, all prospective bidders shall make a careful examination of the jobsite and shall thoroughly familiarize themselves with the requirements of the Contract. By the act of submitting a proposal for the work, the contractor shall be deemed to have made such study and examination and that he is familiar with and accepts all conditions of the site.

SP-1-2.00 PLANS AND SPECIFICATIONS — Attention is invited to the provisions of Section 2-5, "Plans and Specifications", of the Standard Specifications and these Special Provisions.

The Specifications, drawings, Special Provisions, Standard Specifications, Riverside County Flood Control Standards, EMWD Standards, and all supplementary documents are essential parts of the contract, and a requirement in one is as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work.

If, however, the provisions within the documents comprising the contract are in conflict, the most stringent in the opinion of the City Engineer shall apply.

Provide and maintain in good order at one's work site, a complete set of contract prints. All changes to the contract shall be clearly recorded on this set of prints. At the end of the project, the contractor shall transfer all changes to one (1) set of prints for submission to the City Engineer.

SP-1-2.01 SCHEME OF WORK — The work contemplated in the project consists of furnishing labor, materials, services and equipment for the work described in these Special Provisions and shown on the plans and delineated in the specifications of this project.

SP-1-2.02 TIME LIMIT — The work, both onsite and offsite, shall be completed within seventy-five (75) calendar days after commencement date given in the Notice to Proceed. The time stated for completion includes final cleanup and any testing required. Additional days will be given for days classified as rainy days by the Director of Community Services.

SP-1-2.03 AWARD AND EXECUTION OF CONTRACT — The bidder's attention is directed to the provisions of the Information for Bidders and to these Special Provisions for the requirements and conditions concerning award and execution of the Contract. A guaranty form to be signed and delivered to the Agency before acceptance is included in the proposal.

The award of the Contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements described. The award, if made, will be made within forty-five (45) days after the opening of the bids. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

All bonds in the amounts stipulated in the Information for Bidders shall be furnished by the bidder to whom the contract has been awarded and at this own cost and expense. Whenever the City of Perris has cause to believe that any such bond has become insufficient, a demand in writing may be made of the contractor for such further or additional bond as is considered necessary, considering the extend of the work remaining to be done. Thereafter, no payment shall be made upon such Contract to the contractor or any assignee of the contractor until such further or additional bond has been furnished.

Before commencing any work, the contractor shall obtain insurance required under the General Provisions of these Specifications and show proof of same. Contractor shall not allow any subcontractor to work until similar insurance required of the subcontractor has been obtained and approved by the General Contractor.

The contractor shall, in providing the insurance as provided in Sections 6 and 7 of the General Provisions, include as a provision of the insurance policy, a clause substantially in the following language:

It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced except upon thirty (30) days prior to written notice to the City as evidenced by receipt of a registered letter. The insurance policy shall also specify that it is primary insurance and that any insurance held or owned by the designated additional insureds shall be excess thereto and shall not be called upon to cover a loss under said policy.

SP-1-2.04 AUTHORITY OF THE CITY ENGINEER — The City Engineer shall decide all questions as to the quality or acceptability of the work performed and to the manner or performance and rate of progress of the work, all questions as to the acceptable fulfillment of the contract on the part of the contractor, and all questions as to compensation. His decision shall be final and he shall have authority to enforce and make effective such decisions and orders which the contractor fails to carry out promptly. Attention is invited to the provisions of Section 2-10 of the Standard Specifications.

SP-1-2.05 SUBCONTRACT — Attention is directed to the provisions of Section 2- 3, "Subcontracts", of the Standard Specifications as amended in the General Provisions herein and these Special Provisions.

A sheet for listing subcontractors, as required, is included in the proposal.

The Contract documents shall not create any contractual relation between any subcontractor and the City. Contractor agrees that he is fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

SP-1-3.00 CHANGES IN WORK — All changes in the work, whether requested by the contractor, initiated by the City and/or caused by changed conditions, shall be undertaken only after the issuance of a change order by the Director of Community Services. Attention is invited to Section 3 of the Standard Specifications and the provisions of Paragraph 2 of the General Provisions.

- SP-1-4.00 CONTROL OF MATERIALS AND WORKMANSHIP — All materials, parts and equipment furnished by the Contractor in the work shall be new, high grade and free from defects. Quality of work shall be in accordance with generally accepted standards. Attention is invited to Section 4 of the Standard Specifications and the provisions of Paragraph 3 of the General Provisions. No used or secondhand materials, parts and equipment shall be incorporated in the project unless specifically permitted in writing by the Director of Community Services.
- SP-1-4.01 TESTS OF MATERIALS AND WORKMANSHIP — All materials shall first be tested and satisfactorily passed in accordance with the requirements of the plans and these specifications, before incorporating said material in the work. Materials placed otherwise shall be considered defective and will be subject to rejection. The cost of testing of materials and workmanship shall be paid by the Contractor. The cost of re-testing of materials and workmanship shall be at the expense of the contractor. The contractor, at his expense, shall deliver materials for testing to the place and at the time designated by the Engineer. Attention is invited to Section 4-1.4, "Test of Materials", of the Standard Specifications.
- SP-1-4.02 LABORATORY — The Contractor shall make all arrangements for a laboratory, designated by the City, to conduct the test requirements for the project. The contractor shall render all necessary assistance to the personnel of said laboratory to facilitate the inspection and testing of materials. Request for inspection and/or testing shall be made at least twenty-four (24) hours in advance.
- SP-1-5.00 UTILITIES — The existence and location of utility structures and facilities are shown on the plans or in the Special Provisions according to records and information available to the City. Attention is called to the fact of the possible existence of other utility facilities or structures not known to the City or in a location different from that shown on the plans or in the Special Provisions. The contractor is required to ascertain the location of all underground utility structures and facilities prior to doing work that may damage such structures and facilities, including those not shown, or interfere with their service and to take such precautionary measures in the course of said work to prevent such damage or interference. Attention is invited to Section 5 of the Standard Specifications. If the contractor, while performing the work under the contract, discovers utility structures or facilities not identified in the plans or specifications or shown differently, he shall immediately notify the City in writing of such discovery and allow the City 48 hours to advise. Contractor shall continue with his work on other areas and provide utility purveyors adequate time to resolve the conflict or continue work if in the opinion of the City and utility purveyors, the construction will not impact these utilities.
- SP-1-6.00 PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK — Attention is invited to Section 6 of the Standard Specifications and these Special Provisions.
- SP-1-6.01 PROGRESS SCHEDULE — After notification of award and prior to starting any work, the contractor shall submit to the Engineer for approval his proposed construction schedule. Attention is invited to Section 6-1 of the Standard Specifications. The proposed construction schedule shall be submitted on or before the date set for the preconstruction meeting between City and contractor's staff and representatives of utility companies.



SP-1-6.02 BEGINNING OF WORK — The contractor shall begin work on **March 20, 2023**. If for some reason the City does not authorize the work to begin on such date, the work shall begin on the date specified by the City.

SP-1-6.03 TIME OF COMPLETION — The contract time shall commence upon the date of issuance of the Notice to Proceed and shall continue for a period stated in the Proposal. The contractor shall diligently prosecute the project and complete all work within the contract time. Contractor agrees that failure to complete the project within the contract time shall subject him to the liquidated damages provided herein. Attention is invited to Section 6-7 of the Standard Specifications.

SP-1-6.04 PROSECUTION OF WORK — The contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control. All persons engaged in the project shall be considered by the City as employees of the contractor and he shall be held responsible for their work subject to the provisions of the contract and specifications. The contractor shall prosecute the work vigorously and diligently until completed with the minimum inconvenience and hazard to the public. Streets and other improvements in the work area shall be restored to their original condition and former state of usefulness as soon as practicable. Attention is invited to the provisions of Section 6-2 of the Standard Specifications.

SP-1-6.05 TEMPORARY SUSPENSION OF WORK — The Director of Community Services shall have the authority to suspend the work wholly, or in part, for such period as he may deem necessary due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the contractor to carry out orders given, or to perform the work in accordance with these Specifications. The contractor shall immediately comply with the written order of the Director of Community Services to suspend the work wholly or in part. The work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Director of Community Services.

In the event of a suspension of work under any of the conditions above set forth such suspension of work shall not relieve the contractor of his responsibilities as set forth under these Specifications.

SP-1-6.06 SUSPENSION OF CONTRACT — If at any time in the opinion of the Director of Community Services, the contractor has failed to supply adequate working force or material of proper quality or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him; and should he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Director of Community Services, within the time specified in such notice, the City in any such case shall have the power to suspend the operation of the contract.

Attention is invited to the provisions of Section 6-3 of the Standard Specifications. Upon receiving notice of such suspension, the contractor shall discontinue said work, or such parts of it as the City may designate. Upon such suspension the contractor's control shall terminate and thereupon the City or its duly authorized representative may take possession of all or any part of the contractor's materials, tools, equipment and appliances upon the

premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery, tools, equipment and appliances at the contractor's expense as may be necessary for the proper conduct of the work and for completion, employ other parties to carry the contract to completion, or may employ the necessary workman, substitute other machinery or materials, and purchase the materials contracted for, in such manner as the City may deem proper; or the City may annul and cancel the contract and relate the work or any part thereof. Any excess cost arising therefrom over and above the contract price shall be charged against the contractor and his sureties, who shall be liable therefore. In the event of such suspensions, all monies due the contractor or retained under the terms of this contract shall be forfeited to the City; but such forfeiture shall not release the contractor or his sureties from liability for failure to fulfill the contract. The contractor and his sureties shall be credited with the amount of money so forfeited toward any excess of cost over the above contract price, arising from the suspension of the operation of the Contract and the completion of the work by the City as above provided, and the contractor shall be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the contract.

SP-1-6.07 TERMINATION OF CONTRACT — Subject to all applicable provisions of these specifications and/or the contract, the Engineer is hereby empowered to direct the time and date of delivery of materials at the site of work and direct the time, rate and sequence of work. If contractor fails to begin delivery of material and equipment or to commence work within the time specified herein, and/or in the contract, or to maintain the rates of delivery of material, or to execute the work in a manner and at such locations as directed by the Director of Community Services, or fails to maintain the approved progress schedule in such manner as well, in the judgment of the Engineer, inure to the interests of the City, or, if in the judgment of the Engineer, the contractor is not carrying out the provisions of the contract in their true intent and meaning, written notice by the Director of Community Services may be served upon him and the Surety on his faithful performance bond demanding a satisfactory compliance with the contract, and with these specifications. If the contractor and/or his Surety refuses or neglects to comply with such notice within five (5) days after receiving same, or after commencing so to do, fails to continue so to do, or has assigned or sublet the contract without the consent of the Engineer, then the Engineer may exclude him from the premises and take possession thereof, together with all material and equipment thereon, and may complete the work itself, either by force account, or by letting the unfinished portion of the work to another contractor or by a combination of such methods.

In any event, the cost of the completion of said work shall be a charge against the contractor and his Surety and may be deducted from any money due or becoming due from the City, and if the sums due under the contract are insufficient, said contractor and/or his Surety shall pay to the City within five (5) days after the completion of the work all of such cost in excess of the contract price.

The Surety, in the event that it assumes part of the work, shall take the contractor's place in this contract in all respects for that part and shall be paid by the City for all work performed by it in accordance with the terms of this contract. If the Surety assumes the entire contract,

all monies remaining due the contractor at the time of his default shall be made payable to the Surety as the work progresses, subject to the terms of the contract.

SP-1-6.08 LIQUIDATED DAMAGES — It is hereby understood and mutually agreed by and between the contractor and the City, that the date of beginning and the time of completion as specified in the contract of the work to be done hereunder are essential conditions of this contract. Attention is invited to Section 6-9 of the Standard Specifications as amended in Paragraph 4 of the General Provisions.

The contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the contractor does hereby agree, as a part consideration for the awarding this contract, to pay to the City of Perris the amount of liquidated damages stipulated in Paragraph 4 of the General Provisions for each and every calendar day that the contractor shall be in default after the time stipulated in the contract for completing the work, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth.

The said amount is fixed and agreed upon by and between the contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.

SP-1-7.00 RESPONSIBILITIES OF THE CONTRACTOR — Attention is invited to Section 7 of the Standard Specifications as amended in the General Provisions and the provisions of these Special Provisions. The contractor shall keep himself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe comply with all such existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the City, and all officers and employees thereof connected with the work, including but not limited to the City Engineer, against any claim or liability arising from or based on the violation of any such law, ordinances, regulation, order, or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawing, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, the contractor shall forthwith report the same to the Engineer in writing.

SP-1-7.01 ASSUMPTION OF RISK — During the progress of the work, the City of Perris will not be answerable or accountable in any manner 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 to any person or persons, either workmen or the public;

for damage to adjoining property from any cause which might have been prevented by the contractor, or his workmen, or anyone employed by him; against all of which injuries or damages to persons and property the contractor having control over such work must properly guard. The contractor shall be responsible for any damage to any person or property resulting from defects or obstructions or from any causes whatsoever during the progress of the work or at any time before its completion and final acceptance, and shall indemnify and save harmless the City of Perris and/or its officers and/or its employees from all suits or actions of every name and description, brought for, or on account of any injuries or damages received or sustained by any person or persons, by or from the Contractor, his servants or agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the contractor or his agents.

SP-1-7.02 LABOR — Attention is invited to the provisions of Section 7-2 of the Standard Specifications as amended in Paragraph 5 of the General Provisions.

SP-1-7.03 LIABILITY INSURANCE — Attention is invited to the provisions of Section 7-3 of the Standard Specifications as amended in Paragraph 6 of the General Provisions.

SP-1-7.04 WORKER'S COMPENSATION INSURANCE — Attention is invited to the provisions of Section 7-4 of the Standard Specifications as amended in Paragraph 7 of the General Provisions.

SP-1-7.05 PERMITS AND INSPECTION — The contractor shall obtain a no-fee excavation permit before proceeding with any work on the project.

The contractor shall call for inspections at the different stages of the work as required by the City of Perris Building Inspector. Any portion of the project completed without these required inspections shall be considered as defective and the City reserves the right to reject the affected portion of the work. The contractor shall remove rejected portion of the work upon instruction by the City without additional compensation.

City inspectors work from 8:00 a.m. until 5:00 p.m., Monday through Thursday. Inspections outside these hours and legal holidays may be available through appointments approved by Director/City Engineer only, and inspector's time will be billed to the contractor at the rate of \$85.00 per hour.

SP-1-7.06 CONTRACTOR'S REPRESENTATIVE — On or before the preconstruction meeting, the contractor shall designate, in writing, a representative who shall have complete authority to act for him. An alternate representative may also be designated. The representative or alternate shall be present at all times at the worksite whenever work is in progress or whenever actions of the elements require his presence to take measures necessary to protect the work, persons or property. Attention is invited to Section 7-6 of the Standard Specifications.

SP-1-7.07 COOPERATION AND COLLATERAL WORK — Attention is directed to Section 7-7 of the Standard Specifications and these Special Provisions.

Construction work by other contractors may be underway within or adjacent to the worksite specified herein. For this reason, the contractor shall cooperate with all such other contractors to the end that any delay or hindrance to their work shall be avoided, or

conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by his operations, and for loss caused the other due to his unnecessary delays or failure to finish work within the time specified for completion. The Engineer reserves the right to direct the contractor to perform other or additional work at the worksite at any time in order to better coordinate the different activities on the entire project.

It is anticipated that existing utilities will not interfere with the contractor's operations. However, the contractor shall exercise due care to insure that these utility facilities are not damaged during his operations. The contractor shall call Underground Service Alert (U.S.A.), 800-227-2600, twenty-four (24) hours prior to performing any excavation on this project.

The utility locations shown on the plans are correct to the best of our knowledge. When in doubt, the contractor shall contact utility concerned before proceeding further. The agencies below may be contacted at the following telephone numbers:

AGENCY	TELEPHONE NUMBER
Southern California Edison Company	(909) 925-5999
Southern California Gas Company	(800) 662-9777
City of Perris Water Department	(909) 657-3280
Eastern Municipal Water District	(909) 928-3777
Verizon	(800) 483-5000
Time Warner Cable	(888) 892-2253
Paragon Communications	(714) 379-3376

Full compensation for conforming to the requirements of this section, not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

SP-1-7.08 PROJECT APPEARANCE — The contractor shall maintain a neat appearance to the work. Attention is invited to Section 7-8 of the Standard Specifications.

In any area visible to the public, the following shall apply:

Broken asphalt concrete, aggregate base and debris developed during removals, shall be disposed of concurrently with its removal.

Dust caused by the passage of public traffic through the work shall be considered as resulting from the contractor's performance of the work.

Whenever the contractor fails to control dust resulting from the performance of the work, the Engineer may cause such dust to be controlled and costs thereby incurred shall be deducted from monies due or to become due the contractor.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

SP-1-7.09 – PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS — The Contract shall take all necessary precautions to protect in place all existing improvements not scheduled for removal. The entire cost of replacing and/or repairing said existing improvements shall be borne by the contractor. Attention is directed to the provisions of Section 7-9 of the Standard Specifications. Permit conditions, rules and regulations of agencies having jurisdiction over the contractor's operations shall be strictly complied with.

The contractor shall protect existing improvements in place wherever possible. All existing improvements which must be removed for construction shall be restored to an equal or better condition than that of the existing improvements removed or damaged. Restoration of existing improvements shall be in accordance with the Plans and Specifications and all provisions of the City of Perris Standard Plans.

The contractor shall preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs which have been placed within the right-of-way.

Full compensation for the work involved in the preservation of property as above specified shall be considered as included in the prices paid for the various contract items of work, and no additional allowance will be made therefore.

SP-1-7.10 PUBLIC CONVENIENCE —

The contractor shall so conduct his operations to offer the least possible obstruction and inconvenience to the public or to the public traffic. Where existing streets are not available for use as detours, unless otherwise provided in these Special Provisions, all traffic shall be permitted to pass through the work. Convenience of residents along the street or in the vicinity of the project site shall be provided for as far as practicable. Convenience access to driveways, houses and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting streets shall be provided and kept in good condition.

Full compensation for all work involved in providing for public convenience as set forth in this section shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

SP-1-7.11 PUBLIC SAFETY — The contractor shall furnish, erect, and maintain such fences, barriers, lights and signs as are necessary to give adequate warning to the public at all times that the work is under construction and of any dangerous conditions to be encountered as a result thereof in strict compliance with the latest edition of the "Work Area Traffic Control Handbook"; W.A.T.C.H. Attention is directed to Section 7-10.4 of the Standard Specifications as amended in Paragraph 8 of the General Provisions. He shall also erect such warning and directional signs as shown on plans and as requested by the Engineer. This shall include installing and maintaining all items shown on the traffic control plans.

All barricades shall be of substantial construction and painted in a distinctive color or manner so as to be clearly visible to the approaching public.

Should the City place any warning lights or barricades to protect or warn the public of any dangerous condition connected with contractor's operations, contractor shall become liable to the City at the current rental rate per night for each lantern or warning light placed by the City, plus actual labor, equipment rental and overhead costs, with a minimum charge of fifty (\$50.00) dollars per day for each obstruction or dangerous condition so barricaded or lighted.

Full compensation for all work involved in providing for public safety as set forth this section shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

#### SP-1-7.12 PUBLIC NOTICE —

The Contractor shall notify the residents/businesses and schools affected by construction in writing not less than 7 days in advance of commencement of construction or storage of material upon the streets. The notice shall include but not be limited to:

1. The time and date of commencement.
2. A copy of the proposed construction schedule.
3. Date of completion.

In addition to the above, the Contractor shall notify all affected parties if work is to begin on new portions of the project as work proceeds, especially if the work involves changes to the traffic control system.

A copy of this notification shall be approved by the City Engineer prior to its distribution.

Personal vehicles of the contractor's employees shall not be parked on the traveled way at any time, including any section closed to public traffic.

When entering or leaving roadways carrying public traffic, the contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

SP1-7.13 SOUND CONTROL REQUIREMENTS — If work is permitted for evening and weekends and holidays, the noise level from the contractor's operations, between the hours of 8:00 p.m. and 6:00 a.m., shall not exceed 86 db at a distance of fifty (50') feet. This requirement in no way relieves the contractor from the responsibility for complying with local ordinances regulating noise level. All other times, noise level shall be in compliance with standards.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers 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.

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 the muffler.

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 therefore.

SP-1-7.14 LAWS TO BE OBSERVED — The contractor shall keep himself fully informed of Stated and National laws and County and City ordinances and regulations which in any manner affect those employed in the work or the materials used for the work or in any way affect the conduct of work. Attention is directed to Section 7.13 of the Standard Specifications as amended in Section 9 of the General Provisions.

SP-1-7.15 ADVANCE NOTIFICATION — It shall be the contractor's responsibility to determine and notify those agencies requiring advance notification for inspection or other purposes before beginning construction in any area of concern to said agency. A minimum of forty-eight (48) hours advance notice shall be given to the various agencies before beginning construction in the area, unless specific advance times and requirements are stated in these detailed specifications or required by the agency.

The following entities shall be notified at least seventy-two (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 preconstruction meeting.

Southern California Edison Company	(909) 925-5999
Southern California Gas Company	(800) 662-9777
City of Perris Water Department	(909) 657-3280
Eastern Municipal Water District	(909) 928-3777
Verizon	(800) 483-5000
Time Warner Cable	(888) 892-2293
Paragon Communications	(714) 379-3376

Any others that are determined by the City Engineer, as necessary to be notified.

SP-1-7.16 EXPOSURE OF UTILITIES IN ADVANCE OF WORK — It shall be the contractor's responsibility to determine the true location and depth of all utilities and service connections which may be affected by or affect the work. He shall also determine what type, material, and condition of these utilities.

SP-1-7.17 - INTERPRETATION OF DRAWINGS AND CONTRACT DOCUMENTS — If any person contemplating to submit a bid for the proposed work is in doubt as to the correct and true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the City, a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the document in question will be made by Addendum duly issued and a copy of such Addendum will be mailed or delivered to the aforesaid person as well as the other prospective bidders as specified in the bid documents. THE CITY WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE PLANS, SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS.



## **PART II — STANDARDS CONSTRUCTION DETAILS**

SP-2-1.00 SCOPE OF WORK — The Contractor shall furnish, in accordance with the specifications and drawings, all plant, labor, equipment and materials required for completion of the City of Perris, **227 Early Childhood Classroom Project**.

SP-2-2.00 DRAWINGS — Contract drawings applicable to the work to be performed under the contract are the drawings prepared by Community Works Design Group.

SP-2-3.00 SITE OF THE WORK — Site of the work is in the City of Perris within County of Riverside, California, 264 Spectacular Bid St, Perris, CA 92571.

SP-2-4.00 TIME OF COMPLETION — The work shall be completed within **One Hundred and Twenty (120)** calendar days in accordance with the schedule provided in Notice Inviting Bids from expected construction start date of March 20, 2023. The time stated for completion includes final cleanup and any testing required. Additional days will be given for days classified as "rain days" by the Director of Community Services.

SP-2-5.00 LIQUIDATED DAMAGES — As defined in Section 6-9 of the Standard Specifications, the amount fixed for liquidated damages for delay in completion is \$500.00 per calendar day for each and every day over the time of completion in excess of the time specified for completion, plus any authorized time extensions.

SP-2-6.00 INSURANCE — The Contractor shall, as provided in Paragraph 6 of the General Provisions maintain public liability, vehicle liability and property damage insurance, and bodily injury insurance per Section 7-3 of the Standard Specifications and as shown in this specification.

SP-2-7.00 PRECONSTRUCTION CONFERENCE — The Contractor to whom the contract is awarded shall attend a preconstruction conference at a location and time set by the City Engineer or the Director of Community Services.

SP-2-8.00 CONSTRUCTION MEETINGS — Construction meetings will be held at the jobsite as required and as requested by the Contractor or the Director of Community Services to coordinate and discuss construction activities. Details regarding jobsite meetings will be arranged at the preconstruction conference.

SP-2-9.00 STANDARD SPECIFICATIONS — Specifications for work shall follow in order of:

Bid Specification Package Standard Specifications

Public Works Construction Manual Eastern Municipal Water District Elsinore Municipal Water District

References made to Standard Specifications shall mean the latest edition of the California Standard Specifications together with supplements, as published by the California Department of Transportation. Provisions for measurement and payment will not apply. In case of conflicts between plans, specifications and the above standards, the most stringent in the opinion of the Director of Community Services shall apply.

#### SP-2-10.00 SPECIFICATIONS AND DRAWINGS FURNISHED TO CONTRACTOR

The successful Contractor will be responsible for reproducing all specifications and drawings. At the Contractor's request copies of specifications and drawings will be furnished by the City at reproduction cost

#### SP-2-11.00 SITE INSPECTION AND VERIFICATION OF EXISTING CONDITIONS

It shall be the Contractor's responsibility to make all examinations, and field studies necessary, both surface and sub-surface, to determine the character of materials and geologic and soils conditions that will be encountered in the work and to fully determine all existing conditions affecting the project and all related cost factors.

SP-2-12.00 SAFETY — In compliance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

When performing underground work, Contractor shall call Underground Service Alert, (800) 227- 2600, the one-call underground facility locating service, two working days prior to beginning work on the project. All underground facilities marked in response to the locating phone call shall be hand- dug and exposed prior to any use of power equipment for excavation. If there is any substantial discrepancy between the field locations of underground facilities and those locations shown on the plans, the Contractor shall notify the Engineer prior to making an excavation.

SP-2-13.00 PROTECTION OF EXISTING FACILITIES — During the installation of work, Contractor shall insure that existing facilities, fences and other structures are all adequately protected, unless otherwise stated in the plans or specifications, and that, upon completion of all work, all facilities that may have been damaged are restored to a condition acceptable to the Owner, and no error or omission on said plans shall be construed to relieve the Contractor from the responsibility of protecting any such pipe, conduit or other existing utility structure, fence or structure.

#### SP-2-14.00 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK —

The bidder shall examine carefully the site of the work contemplated. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered as to character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the bid proposal, plans and specifications.

When deemed necessary by the Director of Community Services, revisions of the contract drawings and additional detailed drawings will be issued to the Contractor during the progress of the work.

The Contractor shall inform the Director of Community Services a reasonable length of time in advance of the times and places at which he intends to work in order that inspection may be provided, and then the necessary measurements for records and payments may be made with minimum inconvenience.

SP-2-15.00 COMPLIANCE WITH REGULATIONS — The Contractor shall familiarize himself and comply with all applicable Federal, State, County and City and Special District rules and regulations pertaining to the job and jobsite safety.

SP-2-16.00 POWER AND WATER SUPPLY — The Contractor shall provide, at his own expense, all necessary power and water required for his operations under the contract. The Contractor shall provide and maintain in good order such modern power equipment as shall be adequate in the opinion of the Director of Community Services to perform in a safe and satisfactory manner the work required by the contract.

It is a misdemeanor to use water from any Public Fire Hydrant without authorization.

SP-2-17.00 DUST ABATEMENT — The Contractor shall furnish all labor, equipment and means required and shall carry out protective measures wherever and as often as necessary in the opinion of the Engineer to prevent his operations from producing dust in amounts damaging to property or causing nuisance. The Contractor shall be responsible for any damage resulting from dust originating from his operations. The dust abatement measures shall be continued until all required resurfacing is completed or until the Contractor has completed arrangements with the proper authorities whereby he is relieved of further responsibility. Such arrangements shall be approved by the Director of Community Services prior to their completion. Unless otherwise provided full compensation for dust abatement as described shall be considered included in the unit price paid for other items of work and no additional allowance will be made therefore.

SP-2-18.00 COOPERATION BETWEEN CONTRACTORS — The Contractor shall be required to cooperate fully with all utility and public agency representatives engaged in construction, relocation, altering or otherwise re-arranging any facilities interfering with the progress of the work. Full compensation for any delay or inconvenience to the Contractor's operation due to such operations as described above shall be considered included in the unit price paid for other items of work and no additional allowance will be made therefore.

SP-2-19.00 DAILY CLEANUP AND ACCESS — At the completion of work each day, the Contractor shall leave the work area in a clean, safe condition. Access to all adjacent properties and driveways and intersections shall be maintained at all times.

SP-2-20.00 FINAL CLEANUP — After completion of all other work on the project, and before making application for acceptance of the work, the Contractor shall clean the site of his operations, including any areas under the control of the City that have been used by the Contractor in connection with the work.

SP-2-21.00 MAINTENANCE AND GUARANTEE — As specified in Paragraph 10.3 of the General Provisions, the Contractor shall guarantee the work constructed by him for a period of one year following date of acceptance by the Owner.

SP-2-22.00 PROTECTION OF THE PUBLIC — The following minimum restrictions shall be maintained by the Contractor in the conduct of his work:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, or from the failure of partially completed work or partially removed facilities. Conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this Contract.

Whenever, in the opinion of the Director of Community Services, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Director of Community Services, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this Contract, the Director of Community Services will order the Contractor to provide a remedy for the unsafe conditions.

If the Contractor fails to act on the situation within a reasonable time period, the Director of Community Services may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the Director of Community Services, may seem 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. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

#### SP-2-23.00 TRAFFIC CONTROL (PUBLIC CONVENIENCE AND SAFETY) STREET

CLOSURES, DETOURS, BARRICADES — The Contractor shall comply with all applicable State, County and City requirements for work in the public right-of-way. The Contractor shall provide and maintain barriers, guards, lights, signs, temporary bridges, pilot cars, arrow boards, message boards, flag persons and watch persons, advising the public of detours and construction hazards. The Contractor shall also be responsible for compliance with additional public safety requirements which may arise during construction. The Contractor shall furnish and install, and upon completion of the work, promptly remove all signs and warning devices. All work shall be accomplished in accordance with the requirements specified in Subsection 7-10 of the Standard Specifications for "Public Works Construction" latest edition. In addition, traffic control shall be provided in accordance with the State of California's "Traffic Manual", latest edition and plans.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the City Engineer or his representative 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 expense. Should the City Engineer or his representative 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 obligation to furnish any pay for these devices.

Thru traffic may be detoured and adequate signs posted. Local traffic (2-ways) and access to existing driveways shall be maintained at all times.

A traffic control plan has not been provided. The Contractor shall place "No Parking Anytime" signs 48 hours prior to construction at locations approved by the City Engineer, said signs shall be of the size and type specified by the City Engineer. The Contractor is also responsible for notifying all affected businesses and residents of his scheduled work.

Unless provided, otherwise 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 therefore.

**HOURS OF WORK** — Except where otherwise noted, all work shall normally be performed between the hours of 8:00 a.m. and 5:00 p.m. on Monday thru Friday except holidays. The Contractor shall obtain the approval of the City Engineer if he desires to work outside of the hours stated herein. The Contractor shall reimburse the City for any inspection and material testing outside of the City's normal working hours at the rate of \$85.00 per hour.

**SP-2-24.00 CONTRACTOR'S RESPONSIBILITY** — The Contractor shall be responsible to adhere to these specifications as closely as possible. It is the Contractor's responsibility to confer with the City Engineer and to get a written agreement as to the necessary changes prior to performing any work that is not in conformance with these specifications or the contract drawings.

**SP-2-25.00 CONSTRUCTION AND ENCROACHMENT PERMITS** — The Contractor and his subs shall procure all permits and business licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any costs for these fees and/or permits shall be included in the prices paid for the various contract items of work listed in the Bid Form except where specified otherwise.

It is the responsibility of the Contractor to contact the applicable agencies and make himself knowledgeable and responsible to all of their requirements. The Contractor shall, at no additional cost to the City, construct the work in strict accordance with all agencies.

**SP-2-26.00 DIRT/GRINDING EXPORT** — The Contractor shall be responsible for the removal of all excess dirt, grinding or unsuitable materials, if any, created by the construction of the project. The cost for this shall be considered in the various bid items if not specified.

**SP-2-27.00 DIRT/MATERIAL IMPORT** — The Contractor shall be responsible for the import of any dirt or materials, if required, for the construction of the proposed project. The cost for obtaining, hauling and placement of any material, if not indicated, shall be considered in the various bid items.

**SP-2-28.00 COMPACTION** — All fill, sub-base, base, under pavement, curb, gutter, and sidewalks to be compacted in place to 95% relative compaction except where specified otherwise. The earthwork will be tested for compliance by a Registered Soils Engineer, as designated by the City at Contractor's expense. Any retesting by the Soils Engineer due to failure to achieve minimum compaction will be paid for by the Contractor.

**SP-2-29.00 CONSTRUCTION DETOUR AND TRAFFIC CONTROL** — Two way access to residents and business shall be maintained at all times during construction. The Contractor shall provide all signage, barricades, flaggers and warning devices necessary to adequately protect the public, through traffic and the Contractor's workers and equipment. A traffic control plan has not been provided. Contractor shall be responsible for this work. Also refer to NIB- 5, Item #30.

**SP-2-30.00 CONSTRUCTION SURVEY STAKING** — The Contractor will be responsible to supply construction staking and re-staking. Any costs for construction survey staking shall be included in the prices listed in the Bid Form except where specified otherwise.

SP-2-32.00 MOBILIZATION — Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site. The cost of mobilization shall be included in the lump sum bid price of mobilization and shall include re-mobilization for different stages of work necessary to complete the project. **Mobilization cost cannot exceed 5% of total bid price.**

SP-2-33.00 CONSTRUCTION MATERIALS AND METHODS:

GENERAL - Contractor shall contact the affected utility companies for information regarding identification, location, and depth of underground utilities.

PRESERVATION OF PROPERTY - Existing improvements in areas adjoining the property whereon demolition and removal is being performed shall be protected from damage resulting from operations of the Contractor and the Contractor shall be responsible for such damage. In like manner any building, structure, tree, shrub, or other item not designated for removal on the property where demolition and removal is being performed shall be similarly protected and preserved.

DUST CONTROL - The Contractor shall provide such dust laying equipment and methods as may be required to protect adjacent property from annoyance or damage from dust caused by his operations, and failure to control such dust shall be cause for the Engineer to stop the work until said dust is controlled, and the Contractor shall have no recourse to collect from the Town for any loss of time or expense sustained by him due to such suspension of work.

SELECTED MATERIALS - Existing materials excavated within the project limits that meet the specifications for trench backfill, topsoil, or other selected materials may be used to fulfill all or a portion of the requirements for such materials. No additional compensation will be allowed for excavation, stockpiling, overhaul, or placing selected materials encountered in the excavation unless otherwise noted. All work shall meet with the requirement of Soil's Engineer.

SURPLUS MATERIALS - The Contractor shall furnish written consent from the owner of the property where it is intended to dispose of the surplus material, unless requested by City. Surplus excavation shall become the property of the Contractor.

FURNISHING AND APPLYING WATER - Furnishing and applying water shall be considered as included in the bid price paid for the various contract items of work requiring such water and no additional compensation will be made therefore.

SP-2-34.00 FEDERAL LOBBYING RESTRICTIONS – Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completion disclosure form as part of the bid documents.

A certificate for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form – LLL, "Disclosure of Lobbying Activities", with instructions for completion of the Standard Form is also included in the Proposal. Signing the proposal shall constitute signature of the Certification.

The above-reference certification and disclosure of lobbying activities shall be included in each sub-contract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

SP-2-35.00 DISADVANTAGED BUSINESS – This project is partially federally funded, and the Contractor is encouraged to comply with Part 23, Title 49, Code of Federal Regulations entitled "Participation By Minority Business Enterprise in Department of Transportation Programs". The Regulations in their entirety are incorporated herein by this reference.

Bidders shall be fully informed respecting the requirements of the Regulations and the Department's Disadvantaged Business (DBE) program developed pursuant to the Regulations; particular attention is directed to the following matters:

(a) A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto;

A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to meet the DBE goal through subcontracting or material purchases or make good faith effort to do so;

- (b) A DBE may participate as a subcontractor, joint venture partner with a prime or subcontractor, or vendor of material or supplies;
- (c) A DBE joint venture partner must be responsible for a clearly defined portion of the work to be performed in addition to satisfying requirements for ownership and control. The DBE joint venture must submit either Schedule B of the Regulations or California Department of Transportation Office of Civil Rights form entitled "Minority/Disadvantaged/Women Business Enterprise Joint Venture";

- (d) A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work;
- (e) DBE's must be certified by California Unified Certification program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
1. The Caltran's "Civil Rights" web site at: <http://www.dot.ca.gov/hq/bep>.
  2. The Caltran's DBE Directory. This directory may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone (916) 445-3520.
- (f) When reporting, DBE participation, bidders may count the cost of materials or supplies purchased from DBEs as follows:
1. If the materials or supplies are obtained from A DBE manufacturer, 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
  2. If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such building items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating or maintaining a place of business as provided in this paragraph F.1., if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract- by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph F.2.
  3. If the DBE is neither a manufacturer nor a regular dealer, count only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
- (g) When reporting DBE participation, bidders may count the participation of DEB trucking companies as follows:
1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.



2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm including an owner-operator, who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total values of the transportation services the lessee DBE provides on the contract.
5. The DBE may also lease trucks from a non-DBE firm including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it received as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE:
6. For the purposes of this paragraph G, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(i) Bidders are encouraged to use services offered by financial institutions owned and controlled by DBE's.

SP-2-36-00 DBE VOLUNTARY GOAL FOR THIS PROJECT – The City has established the following goal for disadvantaged businesses (DBE) participation for this project. Disadvantaged Business (DBE) 7.56%

It is the bidder's responsibility to make a sufficient portion of the work available to subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to assure meeting the goal for DBE participation.

Bidders are encouraged to utilize the services of Caltrans and/or specialized organizations to contact interested DBEs.

SP-2-37.00 DBE RECORDS – The Contractor shall maintain records of all subcontracts entered with certified DBE subcontractor and records of materials purchased from certified DBE suppliers. Such records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor.

Upon completion of the contract, a summary of these records shall be prepared on Form HC-43 and certified correct by the Contractor or his authorized representative, and shall be furnished to the Engineer.

SP-2-38.00 SUBCONTRACTING – Attention is directed to the provisions in Section 2-3, Subcontracts, or the Standard Specifications, and SP-3, "Submission of DBE Information, Award, and Execution of Contract", elsewhere in these special provisions and these special provisions.

The requirement in Section 2-3.2 of the Standard Specifications that the Contractor shall perform with his own organization contract work amounting to not less than 50 percent of the original contract price

is not changed by the Federal Aid requirement that the Contractor perform not less than 30 percent of the original contract work with his own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of the Standard Specifications of the California Department of Transportation. This requirement shall be enforced as follows:

Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

The DBE information furnished under ST-3-1.01, "DBE Information", of these standard provisions is in addition to the subcontractor information required to be furnished under said Section 2-3, "Subcontracts" of the standard provisions.

In accordance with the Federal MBE regulations Section 23.45(f) (2) Part 23, Title 49 CFR:

- (1) No substitution of a DBE subcontractor shall be made at any time without the written consent of the Department, and
- (2) If a DBE subcontractor is unable to perform successfully and is to be replaced, the contractor will be required to make good faith efforts to replace the original DBE subcontractor with another DBE subcontractor.
- (3) The requirement in ST 2-35.00, "Disadvantaged Business", of these standard provisions that DBEs must be certified on the date bids are opened does not apply to DBE substitutions after award of the contract.

#### SP-2-39.00 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS –

The DBEs listed by the Contractor in response to the requirements in the section of these special provisions entitled "Submission of DBE Information, Award, and Execution of Contract", which are determined by the Department to be certified DBEs, shall perform the work and supply the materials for which they are listed unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials for other sources.

Authorization to utilize other forces or sources of materials may be requested for the following reasons:

- (1) The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
- (2) The listed DBE becomes bankrupt or insolvent.
- (3) The listed DBE fails or refuses to perform his subcontract or furnish the listed materials.
- (4) The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.

- (5) The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial accordance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- (6) It would be in the best interest of the State.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forced (including those of the Contractor) pursuant to prior written authorization of the Engineer.

If a trucking broker, who is not a DBE but was listed for DBE credit in the Contractor's DBE information, fails to pay at least 20 percent to the DBEs listed on the broker's "certified roster", the broker will no longer be eligible for DBE credit for one year.

If a DBE trucking broker was listed for DBE credit in the Contractor's DBE information on the basis of the broker's signed agreements with DBE truckers that the trucking will be performed by certified DBE truckers and if all the revenue paid by the broker is not paid to the DBEs listed on the broker's "certified roster", the broker will no longer be eligible for 100 percent DBE credit for one year.

The Contractor shall include the above information in the agreements made with trucking brokers so that brokers will be aware that they may become ineligible for DBE credit.

The Contractor shall submit monthly documentation to the Engineer that shows the amount paid to DBE truckers under trucking brokers listed in the Contractor's DBE information. The records must confirm that no less than 20 percent was paid to DBE truckers by brokers who are not DBEs and that all the revenue paid by DBE brokers was paid to DBE truckers if the Contractor indicated in the DBE information that the broker had signed agreements with DBE truckers that the trucking will be performed by DBE truckers.

### **PART III – SUBMISSION OF DBE INFORMATION, AWARD, AND EXECUTION OF CONTRACT**

SP-3-1.01 GENERAL – The bidder's attention is directed to the provisions in Section 2, "Award and Execution of Contract", of the Standard Specifications and these special provisions for the requirements and conditions concerning submittal of DBE information, award, and execution of contract.

The required DBE information shall be submitted on the "DBE INFORMATION" form.

It is the bidder's responsibility to meet the goal for DBE participation or to provide information to establish that, prior to bidding, the bidder made good faith efforts to do so.

SP-3-1.01A DBE INFORMATION – If DBE information is not submitted with the bid, the apparent successful bidder (low bidder) and the second low bidder shall submit DBE information to the Department no later than close of business on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening.

DBE information sent by certified mail and postmarked on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after said fourth day following bid opening. Failure to submit the required DBE information by the time specified will be grounds for finding the bid or proposal non-responsible. Other bidders need not submit DBE information unless requested to do so by the Department. When such request is made, the DBE information of such bidders shall be submitted so the information is received by the Department no later than close of business on the third day, not including Saturdays, Sundays and legal holidays, after said notification, unless a later time is authorized by the Department.

The bidders DBE information shall establish that the DBE goal will be met or that a good faith effort to meet the goal has been made.

Bidders are cautioned that even though their submittal indicates they will meet the stated DBE goal, their submittal should also include their good faith efforts information along with their DBE goal information to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The information to show that the DBE goal will be met shall include the names of DBEs to be used, with a complete description of work or supplies to be provided by each and the dollar value of each such DBE transaction. When 100 percent of the contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of said work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of said work. (Note: DBE subcontractors to whom the bidder proposes to subcontract portion of the work in an amount in excess of ½ of one percent of his total bid or \$10,000, whichever is greater, must have been named in the bid. – See section entitled “Required Listing of Proposed Subcontractors” in Section 2 of these Standard Specifications).

The information necessary to establish the bidder’s good faith efforts to meet the DBE goal may include:

- (1) The names and dates of advertisement of each newspaper, trade paper, and minority- focus paper in which a request for DBE participation for this project was placed by the bidder.
- (2) The names and dates of notices of all certified DBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.
- (3) The items of work for which the bidder requested sub bids or materials to be supplied by DBEs, the information furnished interested DBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate DBE participation. Where there are DBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for DBEs to bid on.
- (4) The names of DBEs who submitted bids for any of the work indicated in (3) above which were not

accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting a DBE bid was price, give the price bid by the rejected DBE and the price bid by the selected subcontractor or supplier. Since the utilization of available DBEs is expected, only significant price differences will be considered as cause for rejecting such DBE bids.

- (5) Assistance that the bidder has extended to DBE's identified in (4) above to remedy the deficiency in their sub-bids.
- (6) Any additional data to support a demonstration of good faith effort, such as contacts with DBE assistance agencies

SP-2-35.00 AWARD OF CONTRACT – The award of contract, if it be awarded, will be to the total lowest responsible bidder whose proposal complies with all the requirements prescribed.

#### **PART IV CONSTRUCTION – MATERIALS, METHODS, SPECIFICATIONS, AND PAYMENT REQUIREMENTS**

It is the intent of these General Provisions, Standard Provisions, Project Specifications, Special Provisions, and the plans referred to herein and other documents comprising the contract for the Contractor to provide for and include all labor, materials, equipment, plant, tools, transportation, insurance, bonds, sales taxes, permits, temporary protection, traffic control, watchmen, superintendence and other work necessary to construct and complete all work specified herein, including all addenda and change orders. No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Items. All costs not specified, therefore, shall be included in the prices named in the Schedule of Bid Items and under various items of work.

#### **PROJECT START UP**

##### **1. PROJECT START-UP**

###### **a. GENERAL CONSTRUCTION**

- i. No measurement shall be made for this item.
- ii. Payment for General Construction will be made at the lump sum price named in the Bid Form for Bid Item No. 1 – Project Start-Up, which price shall constitute full compensation for completion of all, demobilization, remobilization, field offices, temporary utilities, bonds, insurance, supervision, planning, design-build coordination/execution, design and structural engineering fees, project identification/informational signs, site security, furnishing and constructing all facilities, insuring irrigation operation for is not interrupted for areas of the park outside the scope, for the duration of the project. Site security shall be provided 24/7 throughout the duration of the project by the contractor, complete as defined within these Contract Documents, with the sole exclusion of the payments to be made as defined herein for the other items in the Bid Form.

Contractor shall make all necessary provisions for City staff, through his security

**227 Early Childhood Classroom Project**, for the entire duration of the construction and plant establishment periods are un impacted, and available when the City deems necessary. Contractor is to coordinate and cooperate with City when the work-related activities occur adjacent to, or may impact, the City's operations as noted above. Included within this is the requirement for the Contractor to maintain all water and electric power utility service to the non-construction portions of the **227 Early Childhood Classroom Project**, so that the city can conduct such maintenance and irrigation measures as it solely deems necessary. Utility services to this area may only be interrupted, and for only as long, as approved by the city.

**b. CONSTRUCTION STAKING AND SURVEYING**

- i. No measurement shall be made for this item.
- ii. Payment for Construction Staking/Surveying will be made at the lump sum price named in the Bid Form for Bid Item No. 1 – Project Start-Up. The Contract lump sum price includes but is not limited to: performing all engineering and construction surveying required to properly execute the Work, travel to and from the job site, supplying all materials, performing all control and construction staking, setting new monuments, and re-establishment of all monuments and property corners lost or obliterated during construction, providing "As-Built" record drawings, and any re-staking required. The Contractor shall provide all required construction surveying, staking, professional land surveying, and engineering fees, as required under the provisions of Contract Documents including any permits, and pursuant to the provisions of Section 6707 of the California Labor Code which price shall constitute full compensation for furnishing all labor. The Contractor, at a minimum, must provide the following:
  - 1) Control points
  - 2) Clearing and grubbing limits
  - 3) Cut and fill stakes and grade certifications
  - 4) Staking of new construction
  - 5) Location and/or grade stakes for new and relocated work such as: waterline, and appurtenances, drainage pipes and structures, electrical conduits and boxes, gas lines, irrigation mainlines, etc.
  - 6) Location and measurement of any and all site structures
  - 7) Location and measurement of any and all site improvements, including but not limited to walkways, fencing, equipment, utility location, etc. Construction vertical and horizontal control points shall be sufficient to provide for smooth radiuses and curvilinear site features with evenly smoothed transitioned joints to the tangent construction.
  - 8) Boundary lines and filing a Record of Survey or Corner Records for monuments set or reset

The Contractor must provide the City copies of all staking notes and/or cut sheets utilized in constructing the various items of work prior to their intended use.

The Contractor shall also submit a survey of as-built alignment and depth of proposed utility mainlines (i.e., electric, cable, gas, water, sewer, and storm drain) as indicated

on the project plans.

- iii. Payment shall be based on the approved lump sum price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in performing all engineering and construction surveying required to properly execute the work throughout the course of the project and no additional compensation will be made.

**c. TRAFFIC CONTROL, PUBLIC CONVENIENCE, AND SAFETY**

- i. No measurement shall be made for this item.
- ii. Payment for this item will be made at the lump sum price named in the Bid Form for Bid Item No. 1 – Project Start-Up, which price shall constitute full compensation to mobilize work force and perform pedestrian and vehicular traffic control and ensure public safety and convenience for all park improvement work (as specified in the Plans and Specifications) in the vicinity of the project site and in accordance with SSPWC Section 7-10 “Public Convenience and Safety” and the latest editions of the California Manual on Uniform Traffic Control Devices (CA MUTCD), APWA, “Work Area Traffic Control Handbook” (WATCH), and all Cal/OSHA Construction Safety Orders as applicable. Payment for this item shall be made at the Contract lump sum bid price including but not limited to: furnishing, installing, reinstalling, maintaining and finally removing any necessary traffic control including signage, striping, detours, road closures, lights, barricades, fences, flares, flagmen, temporary paving, applicable permits and associated fees, and such other items and services shown on the plans and or as are necessary to adequately safeguard the public from hazard and unnecessary inconvenience and to protect and direct the public around activities. All such work shall be as provided herein, and/or directed by the City.

**2. TEMPORARY CONSTRUCTION FENCE**

- i. No measurement shall be made for this item.
- ii. Payment for the Temporary Construction Fencing will be made at the lump sum price named in the Bid Form for Bid Item No. 1 – Project Start-Up, which price shall constitute full compensation and include furnishing all required labor, materials to provide a minimum of 1,175 l.f. of fencing including but not limited to: chain link fabric; posts, stands, green polypropylene screening, gates, safety signage/reflectors, and chains/locks as necessary, tools, equipment, and incidentals for installing, maintaining, relocating, and removing the fencing as required for each phase of the Work throughout to completion. Submit shop drawings for review and approval of final layout.

**3. PERMITS, LICENSING AND FEES**

- i. No measurement shall be made for this item.

- ii. Payment for work under this bid item will be made only to the extent that such work is specifically authorized in advance by the City. Payment will be made according to the allowance named in the Bid Form for Bid Item No. 1 – Project Start-Up, which price shall constitute compensation to be determined by the City for any permits, licensing and fees not currently stated under specifications herein. The Contractor shall obtain all permits, patent rights, and licenses that are required for the performance of the work by all laws, ordinances, rules and regulations or orders of any officer and/or body, shall give all notices necessary in connection therewith, and pay all fees relating thereto and all costs and expenses incurred on account thereof. No work shall be covered before inspection by the jurisdictional inspector and the City.

The Contractor shall conduct the Work in compliance with all laws and regulations of the United States Government, the State of California, the County of Riverside, and the City of Perris, limiting or controlling the Work in any manner. Unless otherwise provided by the Contract, the Contractor shall at its own expense obtain all necessary permits, including but not limited to building permits, licenses and pay all fees and taxes required by law. The City will provide at its own cost all required permits and licenses to construct works within the respective rights-of-way and properties owned by the United States Government, the State of California, the County of Riverside, the City of Perris, and or other public utilities.

- iii. This is a Deletable item. Payment for this item shall be made only with prior written authorization by the Engineer.

#### **4. UTILITY VERIFICATIONS AND POTHOLING**

- i. No measurement shall be made for this item.

Payment for this item will be made according to the allowance named in the Bid Form for Bid Item No. 1 – Project Start-Up, which price shall constitute full compensation to be utilized at the discretion of the City pertaining to Section 8-1.10, "Utility and Non-Highway Facilities" of the Standard Specifications and these Special Provisions.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include but are not limited to existing utilities.

The Contractor shall notify the City and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:



Notification Center	Telephone Number
Underground Service Alert-Southern California (USA)	1-800-227-2600

The Contractor is responsible to physically locate and identify all facilities (including utilities) within project limits. These shall include potholing, or any other means of investigation as required for verification of utilities. All underground facilities within 12.0' (vertical) of the existing finished surface shall be potholed by the Contractor. These utilities may be shown on plans or are marked in the field. Contractor is hereby notified and shall use all appropriate cautions when working near utilities.

Some of the existing utilities may be in conflict with the project. If this is the case, the contractor shall coordinate his work with that of the utility. No additional compensation will be paid to the Contractor for any delay or loss of efficiency due to having to coordinate his work with that of the utilities. Utility verifications and potholing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals (including coordination), shall be paid for under other items of work unless is specified otherwise and no additional compensation will be allowed thereof.

## DEMOLITION

### **5. DEMOLITION, REMOVAL AND DISPOSAL FOR ALL WORK REQUIRED, COMPLETE**

- i. No measurement shall be made for this item.
- ii. Payment for this item will be made at the lump sum price named in the Bid Form for Bid Item No. 5 – Demolition, Removal and Disposal, for all Work required, Complete which price shall constitute full compensation for furnishing all applicable permits and associated fees, Construction and Demolition (C&D) Waste Management and Progress Reports, labor, materials, tools, equipment, and incidentals required for removal of existing concrete paving, removal of aggregate/rock material, saw cutting, removal of metal/cable fence & associated footings, sawcut and removal, any rebar or wire mesh, removal of cobble stream sections, and any discovered items including concrete/asphalt remnants or rock/stone. No additional compensation will be made.

### **6. Tree removal**

- i. No measurement shall be made for this item.
- ii. Payment for this item will be made at the lump sum price named in the Bid Form for Bid Item No. 6 – tree removal for all Work required, Complete which price shall constitute full compensation for furnishing all applicable permits and associated fees, Construction and Demolition (C&D) Waste Management and Progress Reports, labor, materials, tools, equipment, and incidentals required for removal

of existing trees including below grade roots as marked per plan. No additional compensation will be made.

## **7. CLEAR AND GRUB**

- i. No measurement shall be made for this item.
- ii. Payment for this item will be made at the lump sum price named in the Bid Form for Bid Item No. 7 – Clear and Grub, for all Work required, Complete which price shall constitute full compensation for furnishing all applicable permits and associated fees, Construction and Demolition (C&D) Waste Management and Progress Reports, labor, materials, tools, equipment, and incidentals required for watering and dust control, clearing and grubbing of site per limits. Protection of existing trees and providing protective temporary fencing around drip line of all trees that remain within the work zone area. No additional compensation will be made.

Existing trees, shrubs and turf areas, that are not to be removed as shown on the plans or specified in these Special Provisions are to be maintained in good health by the contractor throughout the work period if they lie within the area of the contractor's limit of work, including watering and maintenance to conformance with the provisions in Section 20-4.06, "Watering", of the Standard Specifications, and weed control.

Existing trees that are not to be removed as shown on the plans or specified in these Special Provisions and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor. The minimum size of tree replacement shall be 48- inch box. Replacement turf shall be Sod form only. Replacement planting shall conform to the requirements in Section 20-4.07, "Replacement", of the Standard Specifications. The Contractor shall water replacement plants to conformance with the provisions in Section 20-4.06, "Watering", of the Standard Specifications. Damaged or injured plants shall be removed and disposed of offsite in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

Replacement planting of injured or damaged trees and shrubs shall be completed prior to start of the plant establishment period. Replacement planting shall conform to the provisions in Section 32 90 00, "Planting", of the Technical Specifications.

The Contractor is also responsible for replacing any damaged sprinklers or related improvements.

## **METALS**

### **8. 6' TUBULAR STEEL FENCE & GATE**

- i. No measurement will be made for this item.
- ii. Payment for this item will be made at the lump sum price named in the Bid Form for Bid Item No. 8 – 6' Tall Tubular Steel Fence & Gate which price shall constitute full compensation for furnishing all shop drawings/design and associated fees, labor, materials, tools, equipment, and incidentals required for complete fabrication including final powder coating or finish treatment and installation per the plans and specifications.

#### **9. GATE HANDLE, LATCHES, AND LOCKS**

- i. No measurement shall be made for this item.
- ii. Payment for this item will be made at the lump sum price named in the Bid Form for Bid Item No. 9 – Gate Handle, Latches, and Locks for all Work required, including purchase, delivery and installation and mounting per manufactures requirements- Complete per the Plans, and or as directed by the City including additional sets of keys or special custom keying.

#### **SIGNAGE**

#### **10. HEALTH DEPARTMENT REQUIRED SIGNAGE**

- i. No measurement shall be made for this item.
- ii. Payment for this item will be made at the lump sum price named in the Bid Form for Bid Item No. 10 – Health department signage for all Work required, including setup, design, manufacture, purchase, delivery and installation and mounting per health department requirements complete per the Plans, and or as directed by the City or Riverside Department of Environmental Health.

#### **ELECTRICAL**

#### **11. ELECTRICAL SYSTEM IMPROVEMENTS**

- i. No measurement shall be made for this item.
- ii. Payment for this item will be made at the lump sum price named in the Bid Form for Bid Item No. 10. – Electrical System Improvements for all Work required, Complete. Contractor shall modify and relocate conduits and feeds to new

recirculation equipment and water tempering station from existing restroom building. Service to be provided to all items per plan, including but not limited to recirculation equipment and water tempering station. Work shall include the purchase of water heater, enclosure, trenching, conduit, bedding, shading, backfilling, and compaction of trench in accordance with the city's standards for all utilities as required for a complete and functioning electrical system and all equipment requiring electrical service. The work shall also include coordinating with all other work as indicated, but not limited to the landscape construction plans, complete in place.

The contract lump sum price for Electrical system improvements for all Work required, Complete, shall also include full compensation for furnishing of all labor, materials, tools, equipment, and incidentals, including but not limited to the following: site electrical service modifications and distribution; conduits, GFCI receptacles, miscellaneous pull boxes, contactors, mounting hardware and bolts, branch circuit conduit, conductors, hardware, applicable permits and associated fees, transport, uncrating, installation, anchor bolts, feeder terminations, all testing, incidentals, and for doing all work involved.

## **EARTHWORK, DRAINAGE, AND UTILITIES**

### **12. FINE GRADING**

- i. No measurement shall be made for this item.
- ii. Payment for this item will be made at the lump sum price named in the Bid Form for Bid Item No. 12 – Fine Grading, Complete and shall be constructed to the lines and grades shown on the plans and details or the blending to existing, and in conformance with the specifications. The lump sum price shall include full compensation for furnishing all labor materials, tools, equipment, and incidentals, including but not limited to: fine grading, fill, sub-grade preparation, compaction per soils report, as specified in these technical specifications and as directed by the City.

### **13. EARTHWORK - EXCAVATION**

- i. No measurement shall be made for this item.
- ii. Payment for this item will be made at the lump sum price named in the Bid Form for Bid Item No. 13 – Earthwork - Excavation, Complete and include excavation for new recirculation tank, any lines or utilities trenching, and any export and disposal of spoils and shall be constructed to the lines and grades shown on the plans and details or shall be returned to previous grades as required, and in conformance with the specifications. The lump sum price shall include full compensation for furnishing all labor materials, tools, equipment, and incidentals, including but not limited to: excavation, sub-grade preparation, compaction per soils report, export, as specified in these technical specifications and as directed by the City.

#### **14. INSTALLATION OF CITY FURNISHED RECIRCULATION AND SANITIZATION EQUIPMENT**

- iii. No measurement shall be made for this item.
- iv. Payment for this item will be made at the lump sum price named in the Bid Form for Bid Item No. 14 – Installation of City Furnished Recirculation and Sanitization equipment, Contractor shall be responsible for the unloading, staging, and final installation and testing of all supplied items including any additional ancillary items to connect from the manufactured equipment to existing system, and in conformance with the specifications, local codes, and health department requirements. The lump sum price shall include full compensation for furnishing all labor materials, tools, equipment, and incidentals, including but not limited to unloading, handling, staging, installation, and testing as specified in these technical specifications and as directed by the City.

#### **15. INSTALLATION OF CONTRACTOR SUPPLIED ITEMS**

- v. No measurement shall be made for this item.
- vi. Payment for this item will be made at the lump sum price named in the Bid Form for Bid Item No. 15 – Installation of Contractor supplied items, for all Work required, Complete, shall be constructed to the lines, grades, and locations shown on the plans and details, and in conformance with the specifications. The lump sum price for installation of contractor supplied items shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals including, but not limited to: coordination with other related work; fittings, piping, trenching, backfill, compaction, outdoor shower, eyewash station, water tempering station, complete in place as shown on the plans, as specified in these technical specifications and as directed by the City.

#### **16. INSTALLATION OF DRAINAGE ITEMS**

- vii. No measurement shall be made for this item.
- viii. Payment for this item will be made at the lump sum price named in the Bid Form for Bid Item No. 16 – Installation of drainage items, for all Work required, Complete, shall be constructed to the lines, grades, locations shown on the plans and details, and in conformance with the specifications. The lump sum price for Installation of drainage items shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals including, but not limited to: purchase, installation, cobble repair, coordination with other related work; drains, inlets, fittings, piping, trenching, backfill, compaction, and connection to drainage inlets and out lets, complete in place as shown on the plans, as specified in these technical specifications and as directed by the City.

#### **HARDSCAPE**

#### **17. 4" CONCRETE WITH MEDIUM BROOM FINISH**

- i. No measurement shall be made for this item.
- ii. Payment for this item will be made at the lump sum price named in the Bid Form for Bid Item No. 17 – 4" Concrete with broom finish, Complete in place and shall be constructed to the lines and grades shown on the plans, details and in conformance with the specifications. The work for 4" concrete with broom finish shall include full compensation for furnishing of all labor, materials, tools, equipment, and incidentals, including but not limited to: Portland cement concrete paving, forming, reinforcements, sub- grade preparation, compaction, expansion joint installation, joint sealants, saw cut joints, banding, curing compounds, color additives, retardants, and special finishing where applicable, complete in place as shown on the plans, as specified in these technical specifications, and as directed by the City.

## **18. PERMEABLE PAVING**

- i. No measurement shall be made for this item.
- ii. Payment for this item will be made at the lump sum price named in the Bid Form for Bid Item No. 18 – Permeable, Complete in place and shall be constructed with the products shown on the plans, details and in conformance with the specifications. The work shall include permeable concrete installation and any special finishes to match adjoining originally surfacing and shall include full compensation for furnishing of all labor, materials, tools, equipment, and incidentals, including but not limited to and for doing all work involved, complete in place as shown on the plans, as specified in these technical specifications, and as directed by the City.

## LANDSCAPE

### **19. NEW SHRUB IRRIGATION**

- i. No measurement shall be made for this item.
- ii. Payment for this item will be made at the lump sum price named in the bid form for bid item no. 19 – New shrub irrigation, which shall include full compensation for furnishing of all labor materials, tools, equipment, and incidentals for doing all the work involved to install new drip irrigation and tie into existing irrigation valves/mainline complete in place as shown on the plans, as specified in these technical specifications, and as directed by the city.

## **20. SHRUBS - ONE GALLON**

- i. No measurement shall be made for this item.
- ii. Payment for this item will be made at the lump sum price named in the bid form for bid item no. 20 – Shrubs - one gallon and shall be completed per the plans and details, and in conformance with the specifications. The lump sum price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including but not limited to purchase and planting one-gallon shrubs in quantities as shown on the plans, as specified in these technical specifications, and as directed by the city.

## **21. SHRUBS – FIVE GALLON**

- ii. No measurement shall be made for this item.
- iii. Payment for this item will be made at the lump sum price named in the bid form for bid item no. 21 – Shrubs - five gallon and shall be completed per the plans and details, and in conformance with the specifications. The lump sum price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including but not limited to purchase and planting five-gallon shrubs in quantities as shown on the plans, as specified in these technical specifications and as directed by the city.

## **22. SHRUBS – FIFTEEN GALLON**

- i. No measurement shall be made for this item.
- iv. Payment for this item will be made at the lump sum price named in the bid form for bid item no. 22 – Shrubs - fifteen gallon and shall be completed per the plans and details, and in conformance with the specifications. The lump sum price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including but not limited to purchase and planting fifteen-gallon shrubs in quantities as shown on the plans, as specified in these technical specifications, and as directed by the city.

## **23. MULCH**

- i. No measurement shall be made for this item.
- ii. Payment for this item will be made at the lump sum price named in the Bid Form for Bid Item No. 23 – Mulch, Complete, shall be constructed and installed to the lines and grades shown on the plans and details, and in conformance with the specifications. The work for Mulch shall include full compensation for furnishing

all labor, parts, materials, tools, equipment, and incidentals, including but not limited to the purchase, delivery, and installation to the depth, complete in place as shown on the plans, as specified in these technical specifications, as specified by the manufacturer, and as directed by the City.

#### **24. SOIL PREP/AMENDMENTS**

- i. No measurement shall be made for this item.
- ii. Payment for this item will be made at the lump sum price named in the Bid Form for Bid Item No. 24 – Soil Prep/ amendments, Complete, shall be constructed and installed per the plans, notes, and details, and in conformance with the specifications. The work for Soil Prep/amendments shall include full compensation for furnishing all labor, parts, materials, tools, agronomic testing, equipment, and incidentals, complete in place as shown on the plans, as specified in these technical specifications, soil report, and as directed by the City.

#### **25. WEED ABATEMENT**

- i. No measurement shall be made for this item.
- ii. Payment for this item will be made at the lump sum price named in the Bid Form for Bid Item No. 25 – Weed abatement, Complete, shall be completed per the plans and details, and in conformance with the specifications. The work for Weed abatement shall include full compensation for furnishing all labor, parts, materials, tools, equipment, and incidentals, including but not limited to the full grow and kill process as required by the plans, as specified in these technical specifications, as specified by the manufacturer, and as directed by the City.

#### **26. 90 DAY MAINTENANCE PERIOD**

- i. No measurement shall be made for this item.
- ii. Payment for this item will be made at the lump sum price named in the Bid Form for Bid Item No. 26 - 90 day Maintenance period, Complete, which price shall constitute full compensation for furnishing all labor, materials, tools, equipment, and incidentals required for initial startup and 3 months maintenance for splash pad re-circulation system and replacement landscaping; including chemicals, monitoring, health department reporting, site cleaning including equipment area, and walkway areas, weeding, spraying, fertilizing, plant material replacement as required, rodent control, pest control, coordination of watering with City landscape maintenance staff and incidentals for doing all the work involved as indicated on the drawings and described in the specifications and as directed by the City.