



**NOTICE TO CONTRACTORS CALLING FOR
PRE-QUALIFICATION APPLICATIONS AND BIDS
RFB - 0187**

**Renovation of the Inglewood Main Library and Innovation Center
("Project")**

**Pre-Qualification Application and Bid Due Date & Time:
July 3, 2025 @ 10:00 a.m.**

To: Prospective Applicants and Bidders:

**** ATTENTION: Please review this document as soon as you receive it. ****

License Requirement: For this Project, all Applicants/Bidders are required to have the following valid California Contractor's Licenses: **License B.**

Project Name: Renovation of the Inglewood Main Library and Innovation Center ("Project")

Bids will only be opened from those Bidders who pre-qualify for this procurement via this instant Call for Pre-Qualification Applications and Bids.

You can tell from filling out the Pre-Qualification Questionnaire and by applying the Uniform System of Rating Potential Bidders to your answers contained therein whether you will prequalify for this Project.

A. PRE-QUALIFICATION APPLICATION AND BID DOCUMENTS ARE LOCATED AT:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=45619>

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SCOPE OF WORK: This Call for Pre-Qualification Applications and Bids involves the Renovation of the Inglewood Main Library and Innovation Center located at 101 W Manchester Blvd, Inglewood, CA 90301. This Project will be awarded to the lowest responsive and responsible pre-qualified bidder pursuant to this Call for Pre-Qualification Applications and Bids process. The Project is commonly known as and/or referred to as Renovation of the Inglewood Main Library and Innovation Center.

Scope Overview:

The Project will consist of the scope of work as generally described below:

The City of Inglewood seeks to develop a renovation of the Inglewood Main Library to improve the condition & overall experience of the library. The approximately 70,000 sq. ft. Library was constructed in 1973 and is four stories in height with a rooftop equipment penthouse.

This renovation scope shall comprise upgrades to:

- The building's structure including seismic upgrades
 - Mechanical, electrical, plumbing, lighting, technology, and other systems
 - Interior partitions
 - Ceilings
 - Millwork, furniture, finishes, and equipment
 - Signage, wayfinding graphics and building identification signage

Additionally, the scope shall include improvements to:

- The surrounding site including fenced trash and delivery areas, ramps and steps to meet adjacent existing grades

- Second level Exterior Plaza
- Vertical circulation including stairs and elevators
- Accessibility
- Fire / life safety
- Selected areas of the building envelope
- Parking lot improvements including accessible parking and path of travel, asphalt pavement rehabilitation, curb repairs, redesign of vehicle circulation and parking lot within the property, parking lot signing and striping upgrades, additional parking lot lighting on the west side parking lot and curb ramp and curb extension installation on the east side of the property"

For the specific scope of work for this Project, please see, without limitation, Attachments W and X to this document, which are the Technical Specifications, Plans and Drawings. To view these Attachments in their entirety, please go to:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=45619>

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Project Schedule:

Notice to Proceed to Substantial Completion: Four Hundred and Sixteen (416) Business Days; and

Substantial Completion to Final Completion: Thirty (30) Business Days.

(See Supplementary Conditions for more detail)

Estimated Costs of Construction: Approximately (\$45,000,000 - \$46,000,000).

B. SUBMISSION INSTRUCTIONS:

1. Any **Requests for Clarifications, Interpretation, or Corrections**, must be submitted to:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=45619>

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Failure of an Applicant/Bidder to request clarification, interpretation, and/or correction of apparent errors or ambiguities waives the Applicant's/Bidder's right to object to a clarification, interpretation, and/or correction issued later by the Architect or the City of Inglewood.

2. Submission of **Statements of Qualifications ("SOQ")**, in hard copy form, must be addressed and delivered to:

City Clerk's Office
1 West Manchester Boulevard
Inglewood, California 90301

On the outside of the envelope, you must write:

"Statements of Qualifications from [insert your Firm Name] - City of Inglewood – Renovation of the Inglewood Main Library and Innovation Center RFB-0187".

3. Submission of **Bids**, in hard copy form, must be addressed and delivered to:

City Clerk's Office
1 West Manchester Boulevard
Inglewood, California 90301

On the outside of the envelope, you must write:

"BID from [insert your Firm Name] - *City of Inglewood – Renovation of the Inglewood Main Library and Innovation Center RFB-0187*".

4. Your: (1) **Statements of Qualifications**; and (2) **BID** must each be submitted in separate envelopes to the City Clerk's Office on the same date and time as specified herein.
5. The date for submitting both is set forth in the Procurement Schedule.
See Procurement Schedule in Section II. A. below.

Note: DLSE/DIR Registration Requirements: The Contractor and the Subcontractors, of every Tier, shall be registered with the Department of Industrial Relations pursuant to Labor Code §§ 1725.5 and 1771.1 for the duration of time that Contractor is performing the Work under the Contract Documents. Neither Contractor nor any Subcontractor shall be qualified to submit a Bid/Proposal or be listed in a Bid/Proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of Work under the Contract Documents unless currently registered and qualified to perform public work pursuant to Section Labor Code §1725.5. Contractor shall not enter into any subcontract without proof of the potential Subcontractor's registration. If an unregistered Contractor submits a bid, the City will deem such bid non-responsive. If any unregistered Contractor or Subcontractor performs Work on this Project at any time, the City of Inglewood has the right to cancel the Contract for cause.

The City of Inglewood reserves the right to reject any or all Pre-Qualification Applications and/or Bids, to accept or to reject any one or more items on a Pre-Qualification Application and/or Bid, or to waive any minor irregularities or informalities in the Pre-Qualification Applications and/or Bids or in the pre-qualification and/or bidding process.

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SECTION I

NOTICE TO CONTRACTORS CALLING FOR PRE-QUALIFICATION APPLICATIONS AND BIDS

NOTICE IS HEREBY GIVEN that the City of Inglewood, California ("City"), will receive up to, but not later than **10:00 a.m. on July 3, 2025: (1) Statements of Qualification(s); and (2) Sealed Bids** for the award of the Contract for the following project: **Renovation of the Inglewood Main Library and Innovation Center at 101 W Manchester Blvd, Inglewood, CA 90301 ("Project")**. *Only Bids from those Bidders who pre-qualify for this procurement via this instant Call for Pre-Qualifications Application and Bids will be opened.*

Once prospective Pre-Qualified Bidders have been identified, the Bids received from such Bidders shall be opened. All other Bids will be returned and/or not opened.

The Lowest Competitive Bid shall be determined as described in the Bid Form, Line C (See Section IV. B. herein). Opened Bids shall be posted on Planet Bids.

Applicants/Bidders must attend a **Mandatory Pre-Bid Conference and Job Walk** currently scheduled to take place on **May 29, 2025 at 9:00 am**. There is a fifteen (15) minute grace period. Anyone arriving after 9:15 a.m. will not be allowed to participate in this bid process. All prospective Applicants/Bidders should report to **the Inglewood Main Library and Innovation Center located at 101 W Manchester Blvd, Inglewood, CA 90301**. Failure to attend the entire Mandatory Pre-Bid Conference and Job Walk will disqualify an Applicant/Bidder from its Bid being opened and considered.

Attendees may wear face coverings and adhere to other recognized guidelines to reduce the risk of contracting or transmitting COVID-19, including but not limited to social distancing, during the entire Mandatory Pre-Bid Conference and Job Walk. Public Contract Code 6610 requires the bid conference be set 5 days or more after publication of the advertisement for bids.

Each **SOQ** and **Bid** must conform and be responsive to the **Request for Statement of Qualifications and Bid documents**, copies of which are now on file and may be obtained at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=45619>.

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Each SOQ shall be accompanied by all documents required by this Call for Pre-Qualification Applications and Bids, including without limitation, the **Pre-Qualification Questionnaire** which is **Attachment "A"** hereto. **Attachment "A" is found at the very end of this/these documents** for ease of detachment and submittal separate from the Required Bid documents.

Each Bid shall be accompanied by all documents required by the Bid Documents, including without limitation: (i) the security referred to in the Bid Documents; as well as Attachment "B" through "P."

The City reserves the right to reject any or all SOQ's and/or Bids and waive any minor irregularities or informalities in any SOQ's and/or Bids or in the Pre-Qualification and/or Bid process. No Applicant/Bidder may withdraw his SOQ or Bid for a period of sixty (60) days after the date set for the opening of the SOQ's and Bids.

Each Applicant/Bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification of contractor's license, for the work bid upon, and must maintain the appropriate and required license, in good standing, throughout the duration of the Contract.

In contracts involving expenditure in excess of \$25,000, the Contractor to whom the Contract for the Project is awarded shall be required to post with the City, *before any work starts*, a Payment Bond issued by an admitted Surety approved to conduct business in the State of California approved by the City in the form set forth in the Contract Documents (Civil Code Sections 9550 through 9566), as well as a Performance Bond issued by an admitted Surety approved to conduct business in the State of California approved by the City. City required forms for the Payment Bond and Performance Bond are found in Section V. and referred to as Attachments Q and R, respectively. No other Bond forms shall be accepted.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract, copies of which are on file and will be made available to any interested party upon request. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any Subcontractor under him, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

SECTION II.

INFORMATION FOR APPLICANTS/BIDDERS

A. Specific

The following information is specific to this Call for Pre-Qualification Applications and Bids. Information stated in this Section II - "Information for Applicants/Bidders, paragraph A - Specific" supersedes any conflicting information which may be contained in Section II B hereof.

1. **Procurement Schedule - SOQ/BID PROCESS TIMELINE:** The following is the projected timeline for the procurement related to the Project. All dates and times listed are TENTATIVE and subject to change in the discretion of the City. Any changes to dates and/or times listed below will be announced via Addendum:

DATE AND TIME	DEADLINE / PROCESS DESCRIPTION
May 8, 2025	PlanetBids Posting of Procurement Documents
May 8, 2025	Legal Notice Publications
May 29, 2025 @ 9:00 am	Mandatory Pre-Bid Conference and Job Walk at the Inglewood Main Library and Innovation Center located at 101 W Manchester Blvd, Inglewood, CA 90301
June 5, 2025	Final Date/Deadline to Submit Requests for Clarifications
June 19, 2025	Date for City to Issue Final Addendum regarding Pre-Qualification and Bids
July 3, 2025 @ 10:00 a.m.	SOQ and BID Submission Deadlines

DATE AND TIME	DEADLINE / PROCESS DESCRIPTION
July 3, 2025 @ 11:00 a.m.	SOQ Opening in City Clerk's Office
July 10, 2025 @ 11:00 a.m.	Bid Opening from Pre-Qualified Bidders in the City Clerk's Office
TBD	City Council to Vote on Award of Contract to Lowest Responsive and Responsible Bidder
TBD	Pre-Construction Conference – Construction
TBD	Notice to Proceed

2. **MANDATORY PRE-BID CONFERENCE/JOB WALK:** Each prospective Applicant/Bidder is responsible for fully acquainting him/herself with the conditions of the Project Site, as well as those conditions that relate to the construction of and labor for the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. To this end, a Mandatory Pre-Bid Conference and Job Walk will be held on the date and time and place as indicated immediately above and in Section I hereof. There will be a fifteen minute "grace period" from the stated start time to sign in.

Applicants/Bidders will be required to sign-in at the Mandatory Pre-Bid Conference. Any SOQ and/or Bid submitted by an Applicant/Bidder whose name does not appear on the sign-in sheet, shall be considered Non-Responsive.

3. **SCOPE OF WORK:** (See Section I above).
4. **INTERPRETATION OF DOCUMENTS AND ADDENDA:** If any person contemplating submitting a SOQ and Bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed Contract Documents, or finds discrepancies in, or omissions from the specifications, they are instructed to submit clarification requests via PlanetBids at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=45619>.

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Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect, or conflict therein. It is the sole and exclusive responsibility of the Applicant/Bidder to submit such clarification request no later than as required by this document. Any clarification

request of any Applicant/Bidder, pursuant to this paragraph that is made after the deadline date and time specified in Section II A 1 - **“SOQ/Bid Process Timeline”** shall be deemed untimely. Any response to an Applicant's/Bidder's request for clarification, as well as any interpretation or correction of the proposed Contract Documents will be made only by Addendum duly issued via PlanetBids at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=45619>.

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The City will not be responsible for any other explanation or interpretation of the proposed documents.

Any Addenda or bulletins issued by the City during the time of pre-qualification and bidding or forming a part of the documents issued to the Applicant/Bidder for the preparation of the SOQ and Bid shall be covered in the SOQ and Bid and shall be made a part of the Contract. The Applicant/Bidder shall notate in the applicable spaces provided on the Bid Form any and all Addenda numbers issued by the City for this Call for Pre-Qualification Applications and Bids process.

The City may issue an Addendum or notification of Addenda to prospective Applicants/Bidders via PlanetBids at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=45619>.

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However, it is Applicant's/Bidder's responsibility to routinely check PlanetBids for issued Addenda, etc.

- 5. ATTACHMENTS THAT MUST BE SUBMITTED WITH YOUR SOQ AND BID** An Applicant's/Bidder's SOQ and Bid submittal ***must include the following Attachments***, completely filled out, and signed by the authorized signatory of the Applicant's/Bidder's company and/or business, in order to be considered a responsive SOQ and Bid:

Attachments	Description of the Attachment	Number of Attachments for this Procurement
A	Pre-Qualification Questionnaire	One. (See Section II A.5.1 and Attachment A in Section III)
B	Bid Form	One. (See Section II A.5.2 and Attachment B in Section III)
C	Summary of Costs and Bid Breakdown	One. (See Section II A.5.3 and Attachment C in Section III).
D	Bid Bond	One. (In an amount that is ten percent (10%) of the Total Bid Price listed on Line C of your Bid Form. See Attachments B and D in Section III and Section II A.5.4)
E	Declaration of Sufficiency of Funds	One. (See Section II A.5.5 and Attachment E in Section III)
F	Non-Collusion Declaration	One. (See Section II A.5.6 and Attachment F in Section III)
G	Non-Discrimination Declaration	One. (See Section II A.5.7 and Attachment G in Section III)
H	Conflict of Interest Certification	One. (See Section II A.5.8 and Attachment H in Section III)
I	Certification Regarding Workers Compensation	One. (See Section II A.5.9 and Attachment I in Section III)
J	Certifications and Representations	One. (See Section II A.5.10 and Attachment J in Section III)

K	Authority to Release Information	One. (See Section II A.5.11 and Attachment K in Section III)
L	Evidence of Required Insurance	One. (See Section II A.5.12 and Attachment L in Section III)
M	Safety Record Statement	One. (See Section II A.5.13 and Attachment M in Section III)
N	Designation of Subcontractors	One. (See Section II A.5.14 and Attachment N in Section III)
O	References	One. (See Section II A.5.15 and Attachment O in Section III)
P	Acknowledgement of Addenda	One. (See Section II A.5.16 and Attachment P in Section III)

IMPORTANT: Attachment “A” is required to be submitted in the Applicant’s/Bidder’s SOQ.

Attachments “B” through “P” are required to be submitted in the Applicant’s/Bidder’s Bid Submittal Package.

These are all mandatory forms and cannot be altered by the Applicant/Bidder. Altering any text on the Attachments may cause your SOQ and Bid to be rejected as Non-Responsive in the discretion of the City.

For further instructions on filling out, signing, submitting, etc. these required Attachments, please see Section III – “Attachments to SOQ and Bid That Must Be Submitted” below.

5.1 Attachment A - Pre-Qualification Questionnaire: The Pre-Qualification Questionnaire, also identified herein as Attachment “A,” must be completely and correctly filled out using the required form set forth and/or referred to therein, per the instructions contained in Attachment “A.” No erasures or alterations are permitted. The Pre-Qualification and related documents must be submitted on the due date for receiving Pre-Qualification Questionnaires and Bids. See Attachment “A” for more information regarding how to complete the Pre-Qualification Questionnaire and the evaluation and scoring of the Pre-Qualification Questionnaire by the City.

5.2 Attachment B - BID FORM: The Bid Form is affixed to the Bid Documents as Attachment “B” and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment “B.”

5.3 Attachment C - Summary of Costs and Bid Breakdown: The Summary of Costs and Bid Breakdown is affixed to the Bid Documents as Attachment “C” and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment “C.”

5.4 Attachment D - Bid Bond: The Bid Bond is affixed to the Bid Documents as Attachment “D” and must be filled out and submitted with your Bid as required by the Bid Documents. The Bid Bond Amount shall be equal to Ten Percent (10%) of your Bid Total shown on Attachment A. Follow any additional instructions on Attachment “D.”

5.5. Attachment E - Declaration of Sufficiency of Funds: The Declaration of Sufficiency of Funds is affixed to the Bid Documents as Attachment “E” and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment “E.”

5.6 Attachment F - Non-Collusion Declaration: The Non-Collusion Declaration is affixed to the Bid Documents as Attachment “F” and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment “F.”

5.7 Attachment G - Non-Discrimination Declaration: The Non-Discrimination Declaration is affixed to the Bid Documents as Attachment “G” and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment “G.”

5.8 Attachment H - Conflict of Interest Certification: The Conflict of Interest Certification is affixed to the Bid Documents as Attachment “H” and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment “H.”

5.9 Attachment I - Certification Regarding Workers Compensation: The Certification Regarding Workers Compensation is affixed to the Bid Documents as Attachment “I” and must be filled out and submitted with your Bid as required by the Bid Documents. In accordance with the provisions of Section 3700 of Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with the City the Certification before performing any Work under the Contract: “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance any of the Work of this Contract.” Follow any additional instructions on Attachment “I.”

5.10 Attachment J - Certifications and Representations: The Certifications and Representations form is affixed to the Bid Documents as Attachment “J” and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment “J.”

5.11 Attachment K - Authority to Release Information: The Authority to Release Information form is affixed to the Bid Documents as Attachment “K” and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment “K.”

5.12 Attachment L - Evidence of Required Insurance: The Evidence of Required Insurance form is affixed to the Bid Documents as Attachment “L” and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment “L.”

5.13 Attachment M - Safety Record Statement: The Safety Record Statement is affixed to the Bid Documents as Attachment “M” and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment “M.”

5.14 Attachment N - Designation of Subcontractors: The Designation of Subcontractors form is affixed to the SOQ and Bid Documents as Attachment “N.” Attachment “N” must be filled out in its entirety and submitted with your SOQ and Bid as required by the SOQ and Bid Documents. Subcontractor’s license numbers and public works contractor registration numbers issued pursuant to Section 1725.5 of the Labor Code must be included on the Designation of Subcontractors. Applicant/Bidder shall be solely responsible to correct any errors in the listing of the Subcontractor’s contractor license number and public works contractor registration numbers. ***Any corrections to contractor license or public works contractor registration numbers listed on the Designation of Subcontractor’s List must be submitted via U.S. Mail or personal delivery to: Harjinder Singh, Inglewood City Hall, 1 Manchester Boulevard, 9th Floor, Inglewood, California 90301 within 24 hours after the Bid opening. Failure to correct any errors in the listing of a Subcontractor’s contractor license numbers and/or public works contractor registration numbers will result in your Bid being deemed Non-Responsive.*** Follow any additional instructions on Attachment “N.”

5.15 Attachment O - References: The References form is affixed to the Bid Documents as Attachment “O” and must be filled out and submitted with your Bid as required by the Bid Documents. Bidder must be able to present evidence of satisfactory experience providing similar goods and/or services as those specified in this Request for Bid. Follow any additional instructions on Attachment “O.”

5.16 Attachment P - Acknowledgement of Addenda: The Acknowledgement of Addenda form is affixed to the Bid Documents as Attachment “P” and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment “P.”

THE FOREGOING ATTACHMENTS BECOME PART OF THE CONTRACT DOCUMENTS AFTER AWARD OF THE CONTRACT.

6. ATTACHMENTS THAT ARE NOT TO BE SUBMITTED WITH YOUR BID: The following Attachments, found in Section IV – “Attachments That Are Not Submitted With Bid”, and which are identified immediately below, are provided for the Applicant’s/Bidder’s information, reference, and consideration in making its SOQ and Bid for the Project as they

can all materially affect the cost of construction. **Attachments “Q” through “Y” identified below are not to be turned in with your Bid submittal package:**

Attachments	Description of Attachments	Number of Documents Attached
Q	Payment Bond Form	One
R	Performance Bond Form	One
S	Escrow Agreement Form	One
T	Agreement Form	One
U	General Conditions	One
V.	Supplementary Conditions	One
.1	Special Conditions	One
.2	Alternates	One
W.	Technical Specifications	One
X.	Plans	One
Y.	Reference Documents/Info	One

The Attachments identified immediately above are NOT SUBMITTED WITH YOUR BID. However, Attachments “Q” through “X,” will and do become part of the Contract Documents after award of the Contract(s). Attachment “Y” is NOT SUBMITTED WITH YOUR BID. SHALL NOT become part of the Contract Documents for the Project. The City makes no representation or warranty as to the accuracy and/or completeness of the information contained in the reference documents contained in Attachment Y and hereby specifically disclaims the accuracy and/or completeness of such reference documents in Attachment Y. However, Applicants/Bidders should review, ask questions about, and/or request to inspect and/or test areas and/or site locations, to make certain you are fully aware how the information contained therein could materially affect your bid pricing.

6.1 Attachment Q - Payment Bond Form: The Payment Bond Form is affixed to the Bid Documents as Attachment “Q” and is not turned in with your Bid. It is a mandatory form that the successful Applicant/Bidder must post with the City for the Project before any work on the Project begins and will become part of the Contract Documents for the Project. The Payment Bond must be in the amount of 100 percent of the total amount payable. The Payment Bond must be executed by an admitted Surety approved to conduct business in the State of California, which meets the highest standards the City is legally permitted to establish.

6.2 Attachment R - Performance Bond Form: The Performance Bond Form is affixed to the Bid Documents as Attachment “R” and is not turned in with your Bid. It is a mandatory form that the successful Applicant/Bidder must post with the City for this Project before any work for this Project begins and will become part of the Contract Documents for the Project. The Performance Bond must be in the amount of 100 percent of the total amount payable and must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the City is legally permitted to establish.

6.3 Attachment S - Escrow Agreement Form: The Escrow Agreement Form is affixed to the Bid Documents as Attachment “S” and is not turned in with your Bid. It is an optional form that the successful Applicant/Bidder may post with the City before any work for the Project begins and will become part of the Contract Documents for the Project if the Contractor elects to have retention from progress payments placed into an Escrow Account as permitted by Public Contract Code section 22300.

6.4 Attachment T - Agreement Form: The Agreement Form is affixed to the Bid Documents as Attachment “T” and is not turned in with your Bid. It is a mandatory form that the successful Bidder must sign without exception and submit to the City before any work on the Project begins. The Agreement Form will become part of the Contract Documents for the Project.

6.5 Attachment U - General Conditions: The General Conditions are affixed to the Bid Documents as Attachment “U” and are not turned in with your Bid. The General Conditions will become part of the Contract Documents for the Project.

6.6 Attachments V.1 through V.2 Supplementary Conditions: The Supplementary Conditions are affixed to the Bid Documents as Attachments “V.1 through V.2” and are not turned in with your Bid. These Supplementary Conditions include, without limitation, the: Special Conditions; and other specific terms and conditions regarding the Project. Supplementary Conditions will become part of the Contract Documents for the Project.

6.7 Attachment W - Technical Specifications: The Technical Specifications are affixed to the Bid Documents as Attachment “W” and are not turned in with your Bid. These are the Technical Specifications for the Project and will become part of the Contract Documents for the Project.

6.8 Attachment X - Project Plans (“Plans”): The Project Plans are affixed to the Bid Documents as Attachment “X” and are not turned in with your Bid. These are Plans for the Project and will become part of the Contract Documents for the Project, and are to be considered diagrammatic only, unless an express (written) indication to the contrary appears on a particular page/sheet thereof.

6.9 Attachment Y - Reference Documents and Information: Attachment Y are the Project Reference Documents that the City is aware of that will or could affect the pricing of your Bid. As such, a Bidder should carefully review and evaluate same as failure to do so could materially affect the price of a Bid. These documents are not to be turned in with your Bid and *will not* become part of the Contract Documents. ***The reports, documents, and other information provided in Section V below are provided as “Information Available” for the Project and for reference only. The reports, documents, and other information are not, and shall not become, part of the Contract Documents for the Project. The City makes no representation or warranty as to the accuracy and/or completeness of the information contained in the reports, documents, and other information, and hereby specifically disclaims the accuracy and/or completeness of such reports, documents, and other information. The City has no independent information, independent knowledge, and no expertise as to what the contents of the reports, documents, and other information mean, and/or how same may or may not affect construction of the anticipated Project. The City makes the disclosure of the existence of the reports, documents, and other information, and all of their contents to ensure that the reports, documents, and other information, and their contents are made known and are equally available to the Bidder/Contractor as they are to the City. The Contractor is solely responsible for determining any impact on the Project and the Bidder's/Contractor's pricing and costs regarding the Project and its Bid for the Project.***

7. BIDDER’S SAMPLES TO BE SUBMITTED AT TIME OF BID:

Not required.

B. General

- 1. PREPARATION OF THE VARIOUS FORMS MAKING UP YOUR SOQ AND BID:** The City invites the submission of SOQ’s on Attachment “A” and the submission of Bids on Attachments “B” through “P” to be submitted at such time and place as is stated in the Notice/Invitation to Contractors Calling for Pre-Qualification Application and Bids, and not later than such date and time. Any and all blanks in the SOQ and Bid forms should be appropriately filled in, and, regarding the Bid forms, all prices must be stated in words and figures. In the Bid forms where unit pricing is requested, and a calculation is incorrectly made, the City will automatically re-calculate and correct the extended amount(s). All SOQ’s and Bids must be submitted in separate sealed envelopes bearing on the outside the name of the Applicant/Bidder, his/her address, and the name of the project for which the SOQ and Bid is submitted. It is the sole responsibility of the Applicant/Bidder to see that his/her SOQ and Bid is received in proper time. All SOQ’s and Bids received after the scheduled closing time for receipt of SOQ’s and Bids will be returned to the Applicant/Bidder unopened. Bid Amount shall be submitted on Attachment “B.”
- 2. SUMMARY OF COSTS AND BID BREAKDOWN:** Attachment “C” does not constitute, nor does it take the place of, a Schedule of Values, established post award.

3. **BID BOND OR SECURITY:** Each Bid shall be accompanied by cash, a certified or cashier's check payable to City, or a satisfactory Bid Bond in favor of City executed by the Bidder as principal and an admitted surety approved to conduct business in the State of California as surety, in an amount that is equal to Ten Percent (10%) of the Total Bid Amount. If a Bid Bond is submitted, it shall be submitted on the form affixed hereto as Attachment "D." Note the instructions on Attachment "D." The check or Bid Bond shall be given as a guarantee that the Applicant/Bidder shall execute the Contract if it is awarded to Contractor in conformity with the Contract Documents.
4. **NO FAXED AND ELECTRONIC MAIL SOQ's and BIDS:** All SOQ's and Bids must be in paper format under sealed cover. To ensure the separate SOQ and Bid packages remains sealed until the SOQ and Bid opening date and time, clearly indicate the information required above on the outside of the packages. The City will not accept any SOQ's and Bids or SOQ and Bid modifications submitted by facsimile or electronic mail transmission.
5. **SIGNATURE:** The SOQ and Bid must be signed in the name of the Applicant/Bidder and must bear the signature in longhand of the person or persons duly legally authorized to sign the SOQ and Bid.
6. **MODIFICATIONS:** Changes in or additions to the Pre-Qualification Questionnaire and/or Bid Form, recapitulations of the work bid upon, alternative proposals, or any other modification of the Pre-Qualification Questionnaire and/or Bid Form which is not specifically called for in the Contract Documents may result in the City's rejection of the SOQ and/or Bid as being Non-Responsive to the Notice To Contractors Calling for Pre-Qualification Applications and Bids. No oral, email or telephonic modification of any SOQ and/or Bid submitted will be considered and a telegraphic modification may be considered only if the postmark shows that a confirmation of the telegram duly signed by the Applicant/Bidder was placed in the mail before the opening of the SOQ's and Bids.
7. **ERASURES/MUTILATION OF BID DOCUMENTS:** The Bid Form submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initials or surname(s) of the Applicant's/Bidder's authorized person(s) making such changes. Any Bid not conforming with the foregoing may be deemed by the City to be non-responsive. If any Bid or portions thereof, is determined by the City to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the City may reject such Bid as being non-responsive. Contractors should not deface or mutilate the Bid Documents to the extent that they may not be usable for construction purposes. Bid Documents obtained under deposit shall be returned within 10 days after SOQ and Bid opening.
8. **EXAMINATION OF SITE AND CONTRACT DOCUMENTS:** Each Applicant/Bidder may visit the site of the proposed work and fully acquaint itself with the conditions relating to the construction and labor so that it may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the Contract Documents. Applicants/Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any Applicant/Bidder to receive or examine any Contract Documents, form, instrument, Addendum, or other document or to visit the site and acquaint itself with conditions there existing shall in no way relieve any Applicant/Bidder from obligations with respect to its Bid or to the Contract Documents. The Applicant/Bidder is responsible to obtain any geotechnical and/or soils report pertaining to the sites of the work. Although any such report does not operate as a warranty or guarantee of site conditions, the submission of a Bid shall be taken as prima facie evidence of compliance with all terms of this Section. Check thoroughly all Reference Documents and information as such could materially affect the cost of your Bid.

Each Applicant/Bidder, by making its Bid represents and warrants that it has read and understands the Contract Documents, Bid Documents, site and other existing conditions in any facilities that are a part of the Project, and any and all related reports and information. After executing the Contract, no consideration will be given to any claim of misunderstanding of the Bid Documents and/or Contract Documents.

Each Applicant/Bidder, by making its Bid, represents and warrants that it has visited the site, inspected the areas of the work, and familiarized itself with the local conditions under which the work is to be performed, including sub-surface conditions. Such inspections shall specifically consider requirements for accessing the site and determining that the work can be completed as required by, and as shown in, the Contract Documents.

With City's approval, including provision of insurance as required, and after scheduling access with the City, each Applicant/Bidder may conduct additional site investigations at the Applicant's/Bidder's sole cost within the time frame before the date SOQ's and Bids are due.

9. **WITHDRAWAL OF BIDS:** Any Applicant/Bidder may withdraw its Bid either personally, by written request, or by email request to Bianca Plascencia, Purchasing Manager, at: bplascencia@cityofinglewood.org with a copy thereof sent to Harjinder Singh at: hsingh@cityofinglewood.org and confirmed in the manner specified above at any time before the scheduled closing time for receipt of SOQ's and Bids.
10. **AGREEMENTS AND BONDS:** The Agreement Form (Attachment "T") which the successful Applicant/Bidder, as Contractor, will be required to execute, and the forms and amounts of the Payment Bond and Performance Bond, which Contractor will be required to furnish at the time of execution of the Agreement Form, are included in the Bid/Contract Documents and shall be carefully examined by the Applicant/Bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond is as specified in the Bid Documents.

The Payment Bond (Attachment "Q") must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the City is legally permitted to establish and which it has established and must be in the amount of 100 percent of the total amount payable under the Contract for the Project.

The Performance Bond (Attachment "R") must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the City is legally permitted to establish and which it has established and must be in the amount of 100 percent of the total amount payable under the Contract for the Project.

Bonds shall be in the form set forth in the Bid Documents and Contract Documents.

11. **INTERPRETATION OF PLANS AND DOCUMENTS:** If any person and/or entity contemplating submitting an SOQ and Bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other information pertaining to the site (including any available soils or geotechnical report) or finds discrepancies in, or omissions from the drawings and specifications, Applicant/Bidder is hereby required in accordance with Public Contract Code section 1104 to submit to the City a written request for an interpretation, clarification, and/or correction thereof. If any Applicant/Bidder contemplating submitting an SOQ and Bid for the proposed contract is in doubt as to the true meaning of any other Contract Documents, Applicant/Bidder is hereby required to submit to the City a written request for interpretation, clarification, and/or correction thereof. The person submitting such requests will be responsible for its/their prompt delivery. Any interpretation, clarification, and/or correction of the Contract Documents or other available information will be made only by Addendum duly issued and a copy of such Addendum will be emailed to each person receiving a set of the Contract Documents. At the option of the City, all Addenda may be mailed, delivered, faxed, made available for pick-up, or sent via electronic mail. City shall have the option to send a hard copy via regular mail or overnight delivery, at the option of City. No oral interpretation, clarification, and/or correction of any provision in the Contract Documents will be made to any bidder. Numbers spelled out in words will take precedence over numerals/figures.
12. **BIDDERS INTERESTED IN MORE THAN ONE BID AND BIDDERS NOT QUALIFIED TO BID:** No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one Bid for the same work unless Alternate Bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Applicant/Bidder, or that has quoted prices of materials to an Applicant/Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Applicants/Bidders or making a prime proposal. **No person, firm, or corporation shall be allowed to submit a SOQ and/or Bid who has participated in the preparation of contract specifications; an SOQ and/or Bid by such a person, firm or corporation shall be determined to be Non-Responsive.**
13. **AWARD OF CONTRACT:** The City reserves the right to reject any or all SOQ's and/or Bids, or to waive any minor irregularities or informalities in any SOQ's and/or Bids or in the Pre-Qualification and/or Bidding process. The award of the Contract, if made by the City, will be to the lowest responsive and responsible prequalified Applicant/Bidder.
14. **METHOD OF DETERMINING LOWEST BID:** See Attachment "B" (Bid Form) for the method to be used to determine the Low Bid for this procurement. Notwithstanding the method used by the City to determine the lowest responsive and responsible bidder, the City retains the right to add to or deduct from the Contract any of the additive or deductive items, if any, included in the bid solicitation, including by way of any Addenda, after the lowest responsive and responsible bidder has been determined."
15. **EVIDENCE OF RESPONSIBILITY:** The Applicant/Bidder shall submit with its Bid satisfactory evidence showing the Bidder's financial resources using Attachment "E" (Declaration of Sufficiency of Funds). Additionally, an Applicant's/Bidder's Bid that is under consideration for award of the Contract, and upon request by the City, the Applicant/Bidder shall submit promptly to the City satisfactory evidence showing the Applicant's/Bidder's construction

experience in the type of work being required by the City, and his/her organization available for the performance of the Contract and any other required evidence of the Applicant's/Bidder's qualifications to perform the proposed Contract. The City may consider such evidence before making its decision awarding the proposed Contract. Failure to submit this requested evidence may result in rejection of the Bid.

- 16. LISTING SUBCONTRACTORS:** Each Applicant/Bidder shall submit with his/her sealed Bid a list of the proposed Subcontractors for the Project that is the subject of the Bid Solicitation as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code sections 4100, et seq.). Use the form provided as Attachment "N" to the Pre-Qualification and Bid Documents to comply with this Bid requirement.
- 18. WORKERS' COMPENSATION:** In accordance with the provisions of section 3700 of the Labor Code, the selected Contractor shall secure the payment of compensation to his/her employees. Contractor shall sign and submit with its Bid the Certification provided as Attachment "I" to the Pre-Qualification and Bid Documents to comply with this Bid requirement.
- 19. SUBSTITUTION OF SECURITY:** Monies withheld by the City to ensure performance under the Contract(s) may be released in accordance with Public Contract Code section 22300 and the Contract Documents.
- 20. CONTRACTOR'S LICENSE:** If, at the time the SOQ's and Bids are opened, Applicant/Bidder is not licensed to perform the Project(s) in accordance with Division 3, chapter 9 of the Business and Professions Code of the State of California (Section 7028.15) and the Notice to Contractors Calling for Pre-Qualification Applications and Bids, the Bid will not be considered.
- 21. STORM WATER PERMIT FOR CONSTRUCTION ACTIVITY (IF APPLICABLE):** It shall be the responsibility of the successful Applicant/ Bidder to adhere to and comply with all requirements of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit). The successful Applicant/Bidder shall be solely responsible for implementing a Storm Water Pollution Prevention Plan (SWPPP) before initiating work; including compliance with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by Permit and as required by the General Conditions. It shall be the responsibility of all Applicants/Bidders to evaluate and include in the Bid price the cost of complying with the SWPPP and any necessary revisions to the SWPPP. The successful Applicant/Bidder shall also include in his Bid the cost of monitoring as required by the Permit.

Where applicable to the work of the Contract(s), City shall make available to Contractor a copy of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (the "Permit"). Contractor shall obtain the Permit from City before Bidding on the Contract(s). City shall also provide Contractor with a copy of the Storm Water Pollution Prevention Plan (SWPPP) at least two weeks before the opening of Bids. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP pursuant to the General Conditions hereof, including requirements specified in other parts of the Contract Documents. It shall be Contractor's responsibility to evaluate and include in the Bid price the cost of compliance with the SWPPP and the cost of monitoring as required by the Permit.

- 22. ETHICS IN BIDDING:** The City expects the Applicants/Bidders to maintain high ethical standards in engaging in the competitive bidding process. The Bid amount of one Applicant/ Bidder should not be divulged to another before the award of the Contract, nor should it be used by Contractor to secure a lower proposal from another Applicant/Bidder on the Project (bid shopping). Subcontractors or Suppliers should not request information from the Contractor regarding any other sub-bid in order to submit a lower proposal on the Project (bid peddling). City will consider any Applicant/Bidder found to be engaging in such practices to be a Non-Responsible Bidder and may reject its Bid on that ground.
- 23. CONFLICT OF INTEREST AND PROHIBITED INTERESTS:** No officer, employee, or any other agent of the City authorized in any capacity on behalf of the City to exercise any fiduciary, executive, or other similar functions, shall be allowed to possess or accept, directly or indirectly, or in any part thereof, any financial interest in any contract(s), Bid or other procurement activity of the City. Additionally, no officer, employee, or any other agent of the City similarly authorized, shall be allowed to possess or accept any form of gift, payment, undue advantage or influence, directly or indirectly, or in any part thereof. Use Attachment "H" to comply with this Bid requirement. The City reserves the right to reject any Applicant/Bidder or Contractor if any such conflict is discovered, and subsequently award to the next

lowest responsive and responsible pre-qualified Bidder. All City contracts, bids and procurement transactions are executed in compliance with Government Codes 1090 *et. sequitur*, 87100 *et sequitur*, and 89503 *et sequitur*.

- 24. SUBSTITUTIONS AND SPECIAL BRAND NAMES:** In accordance with Public Contract Code section 3400 "before or after the award of the contract(s)", City must provide for "submission of data substantiating a request for a substitution of 'an equal' item." Therefore, no later than thirty-five (35) days after award of the Contract(s), if the Applicant/Bidder is requesting substitution of "an equal" item, product, or work, the make and grade of the item, product or work which is to be substituted shall be provided to the City representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item or product or work and substantiates that it is an "or equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the Contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a Declaration signed by the Applicant/Bidder-Contractor under penalty of perjury stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the Declaration. Whenever possible, the same substitution information is to be included in the sealed Bid Submittal package. Failure to submit all the needed substantiating data, including the signed Declaration, may result in a determination that the Bid is Non-Responsive. APPLICANTS/BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF HIS/HER DOCUMENTATION IN NO WAY OBLIGATES THE CITY OR IT'S REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION BEFORE THE AWARD OF THE CONTRACT. FURTHERMORE, AFTER AWARD OF THE CONTRACT, IF A PROPOSED SUBSTITUTION IS REJECTED, APPLICANT/BIDDER SHALL BE RESPONSIBLE TO PROVIDE THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED AT NO ADDITIONAL COST TO THE CITY. THE CITY HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN "EQUAL" ITEM.
- 25. LABOR COMPLIANCE:** The Contract to be awarded under this procurement are subject to relevant provisions of the Labor Code including, but not limited to, Labor Code Section 1771.4 including, but not limited to, compliance monitoring and enforcement by the Department of Industrial Relations and any Subcontractors are required to review and comply with the provisions of the California Labor Code, Part 7, Chapter 1, beginning with Section 1720, and the regulations of the Department of Industrial Relations. These statutory and regulatory provisions contain specific requirements, for example, including maintaining, certifying and submitting payroll records to the Department of Industrial Relations, concerning the determination and payment of prevailing wages, retention, inspection, and auditing of payroll records, use of apprentices, payment of overtime compensation, securing of workers compensation insurance, and various criminal penalties or fines which may be imposed for violations of the requirements of the chapter. Submission of an SOQ and Bid constitutes Contractor's representation that it has thoroughly reviewed these requirements.
- 26. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY.** This is applicable to all contracts and/or agreements funded in part or in whole with federal funds. The Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98). The Contractor/Supplier certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not, within a three-year period preceding the receipt of the Contract(s) and/or agreement(s), been convicted of, or had a civil judgment rendered against them, for: (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) or private transaction or contract; (2) Violation of Federal or State antitrust statutes; (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Supplier's present responsibility;
 - (c) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (federal, state or local), with commission of any of the offenses enumerated above;
 - (d) Have not, within a three-year period preceding the receipt of the Contract(s) and/or agreement(s), had one or more public transactions (federal state or local) terminated for cause or default;

- (e) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
- (f) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

27. COMPLIANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS. The Contractor shall comply with all lawful requirements of the United States, the State of California, the City, and all other local agencies, if any, having jurisdiction over the Project. Such compliance shall include, but is not limited to, all laws, regulations and guidelines regarding the health and safety of Contractor's employees, Subcontractors, vendors, etc., as well as discharges to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

28. BID PROTEST:

OVERVIEW - It is the intent of the City to afford due process to bidders, proposers and professional service vendors (hereinafter collectively referred to as "bidders/proposers" and/or "bidders and proposers"), that have participated in a procurement process and believe that the intended award of a contract did not comply with: (1) the procurement's terms and/or conditions; and/or (2) applicable law.

Accordingly, this Procedure establishes the rules and procedures for bidders and proposers to file a protest regarding recommended award(s) as a result of a procurement issued by the City.

Compliance with this Procedure is mandatory, as further explained below.

(a) Filing of Protest: A bidder or proposer that has submitted a bid or proposal to the City and wishes to file a protest against an intended award to another bidder/ proposer shall comply with the following:

- a. Submit the protest in writing to Bianca Plascencia, with a copy to Harjinder Singh, at the email addresses provided above for each of them;
- b. The protest letter must state the basis for the protest, all facts and information in support thereof, the remedy sought, be signed under penalty of perjury under the laws of the state of California, and be accompanied by all documents that support the basis of the protest;
- c. Protests must be submitted within five (5) Business Days of notification of the proposed award;
- d. The filing of a Public Records Act Request will not extend the five (5) Business Day deadline within which a protest must be filed.
- e. The filing of a protest will not suspend the intended award. The City retains its discretion to move forward with the intended award as permitted by law; and
- f. Any protest filed after the required deadline will not be considered, except in the City's sole discretion.

(b) Disposition of Protest: Upon receipt of a protest, the City will:

- a. Decide to respond; or decide to delegate the obligation to respond to a designee;
- b. Promptly notify the intended awardee by sending a full copy of the protest to the intended awardee and permitting the intended awardee to respond to the protest within three (3) Business Days of the notice by providing a response to the City addressing the points raised in the protest and/or by submitting any other information in support of the City making the intended award.
- c. Upon receipt of a response from the intended awardee, the intended awardee's response may, subject to the City's discretion, be sent or not, to the protester for a reply to be made within three (3) Business Days of a request for a reply. The City may or may not require the protester to provide additional information and/or documentation as part of its reply;

- d. A final decision on the protest will be sent to the protestor within ten (10) Business Days of the protest being filed. The time for issuance of the decision may be extended in the sole discretion of the City.
- e. The City reserves all of its rights and remedies regarding what effect the protest may have, if any, on the award of the Contract for the Project.

(c) Other Terms and Conditions

- a. A protester's compliance with this Protest Procedure is mandatory, and is a condition precedent, to the filing of any writ with the Superior Court.
 - b. If any other public entity and/or authority provides funding to a specific procurement subject to this Procedure, and mandates protest procedures different from those stated herein as a condition for providing such funding, then this Procedure may be modified to include such requirements, subject to the sole discretion of the City.
 - c. File records containing documentation on protests and dispositions thereof, including but not limited to correspondence and written decisions, will be maintained by the City's Construction Manager and all and/or a portion of such files may be discoverable in response to a California Public Records Act Request. By the foregoing statement, the City does not intend to waive, nor does it waive, any of its potential rights, remedies, defenses, privileges and/or protections, all of which are hereby expressly and fully reserved.
- 29. SET OFF:** Contractor agrees that City shall have the right, without the necessity of a prior judgment by a court of law, to set off against amounts owing to Contractor under the Contract any Loss that City suffers as a result of a breach by Contractor of any other agreement between Contractor and City, whether or not such agreement is related or unrelated to the Project.
- 30. BUSINESS TAX CERTIFICATE:** The Bidder always agrees that during the performance of the Contract for the Project to obtain and maintain an Inglewood City Business Tax Certificate. The purchase of said Certificate must be made before the performance of any services, and a copy of the Certificate shall be forwarded to the Purchasing and Contracts Services Division by the successful Bidder.
- 31. SALES TAX:** The City of Inglewood is subject to the payment of sales tax. All Bidders are required to include the City of Inglewood tax rate of 10% in the Bid price. If a Bid fails to include the City's tax rate in the Bid, the City will add the 10% figure to the Bid for evaluation purposes.
- 32. PAYMENT METHOD:** Standard payments will be made by City Check pursuant to the terms, conditions, and provisions of the Contract for the Project.

[SECTION III BEGINS ON THE NEXT PAGE]

SECTION III.

ATTACHMENTS / DOCUMENTS THAT MUST BE SUBMITTED WITH YOUR PRE-QUALIFICATION APPLICATION

Attachment “A” must be completely and correctly filled out using the following required Form without erasure or alteration.

Include with Attachment “A” all other documents it requires for you to submit.

Together, Attachment “A” and the other documents it calls for become your Statement of Qualifications (“SOQ”).

Attachment “A” and the other documents it calls for must be submitted with your Bid Package accordingly and on the due date and time for receiving Bids.

PRE-QUALIFICATION QUESTIONNAIRE

Attachment “A”

FOR EASE OF SEPARATION AND SEPARATE SUBMITTAL TO THE CITY:

ATTACHMENT “A” IS FOUND AT THE END OF THIS DOCUMENT.

(SEE PAGES 105-128)

SECTION IV.

DOCUMENTS THAT MUST BE SUBMITTED WITH YOUR BID

Attachments “B” through “P” must all be completely and correctly filled out using the following required Forms without erasure or alteration, except as permitted by the Bid Documents.

Attachments “B” through “P” must be submitted with your Bid Package accordingly and on the due date and time for receiving Bids.

The Attachments must also be signed and/or notarized as indicated on the particular Form and submitted as part of your Bid Submittal Package accordingly.

Follow any additional instructions on each Attachment.

The Attachments begin on the next page.

BID FORM

Attachment "B"

To: Prospective Bidders

From: The City of Inglewood, acting by and through its City Council, herein called the "City":

1. Pursuant to and in compliance with the Notice/Invitation to Contractors Calling for Pre-Qualification Applications and Bids and the other Bid Documents relating thereto, the undersigned Bidder, having thoroughly examined and familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the places where the work is to be done, and with the drawings and specifications and other Contract Documents, hereby proposes and agrees to perform, within the time stipulated, the Project pursuant to all requirements of the Contract Documents, including all of its/their component parts, and everything required to be performed, including its acceptance by the City, and to provide and furnish any and all of the labor, materials, tools, services, supplies, expendable equipment, apparatus, and the like, all utility and transportation services and California sales and other applicable taxes, permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with:

Project: Renovation of the Renovation of the Inglewood Main Library and Innovation Center located at 101 W Manchester Blvd, Inglewood, CA 90301 ("Project")

and all in strict conformity with the drawings and specifications and other Contract Documents for the Project, including all Addenda issued for this procurement which are on file at the City for amounts set forth herein.

2. Base Bid: shall include all costs required to perform the work required by the Contract Documents and is inclusive of any and all Contractor and Subcontractor insurance coverage(s). Contractor acknowledges that it and its Subcontractors meet minimum standards in order to bid on this Project as set for in the Pre-Qualification Questionnaire.

The Bidder agrees to perform all work required for this Project for the lump sum of:

BID AMOUNT:

For the Sum of the Total Bid Amount of:

_____ Dollars (\$_____)

Said prices in line above to include all applicable taxes and costs.

3. It is understood that the City reserves the right to reject this Bid and that this Bid shall remain open and not be withdrawn for a period of sixty (60) days after the date Bids are opened.
4. Attached is bid security in the amount of not less than ten percent (10%) of Line C above. \$ _____. ☐ Bid Bond, ☐ Certified Check, ☐ Cashier's Check, or ☐ Cash.
(check one of the foregoing boxes)
5. Attachments "B;" "C" through "P" are all correctly filled out, attached hereto and by this reference incorporated herein and made part of these completed Contract Bid Forms. *Attachment "C" for the Project will be submitted to the City as called for in/on Attachment "C" within 48 hours after the Bids are opened or Applicants/Bidder's Bid may be rejected as Non-Responsive.* Attachment "C" by this reference is incorporated herein and made part of these completed Contract Bid Forms.
6. It is understood and agreed that if written notice of the acceptance of this Bid is mailed, emailed, telegraphed, or personally delivered, to the undersigned after the Bid Opening of the Bid, and within the time this Bid is required to remain open, or at any time thereafter before this Bid is withdrawn, the undersigned will execute and deliver to the City

the Contract in the form attached hereto in accordance with the Bid as accepted. The undersigned will also furnish and deliver to the City the Performance Bond and Payment Bond for Public Works as specified, all within five (5) days after receipt of acceptance of this Bid. The work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date stated in the City's Notice to the Contractor to Proceed and shall be completed by the Contractor in the time specified in the Contract Documents for the Project.

7. Notice of Acceptance or requests for additional information should be addressed to the undersigned at the address stated below:
8. The names of all persons interested in the foregoing proposal as principals are as follows:

Name	Name
Title	Title
Address	Address
City, State & Zip Code	City, State & Zip Code
Telephone Number	Telephone Number
E-mail Address	E-mail Address

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners comprising the firm; if Bidder or other interested person is an individual, state first and last names in full.)

9. Bidder certifies that he/she/it is licensed in accordance with the law providing for the Registration of Contractors. The undersigned Bidder shall provide the following information:

Bidder's California Contractor's
 License No.: _____
 Expiration Date: _____
 Name on License: _____
 Type of License: _____

If the undersigned Bidder is a joint venture, each member of the joint venture must include the above information.

10. The undersigned Bidder shall be registered with the DIR and shall provide the following information:

Bidder's California DIR
 Registration Number: _____
 Registration expiration date: _____
 Name on Registration: _____

11. The Low Bid, assuming the Bidder is pre-qualified, the Bidder's Bid is responsive, and the Bidder has not been determined to be a "non-responsible bidder", shall be determined as follows:

For this procurement, the Low Bid shall be:

- the lowest Bid Amount above, The City reserves the right to add to the lowest Bid, at time of award of the Contract for the Project, any City Controlled Construction Contingency Amount determined by the City, as well as any or all alternates.
12. Time is of the essence regarding the award of this Contract for the Project. Therefore, in the event the Bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within ten (10) calendar days from the date of receiving the Notice of Intent to Award Contract, the City may declare the Bidder's bid deposit or bond forfeited as damages.
 13. Pursuant to Government Code section 4552, in submitting a bid to the City, the Bidder offers and agrees that if the Bid is accepted, it will assign to the City all rights, title, and interest in, and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the Bidder for sale to the City pursuant to the Bid. Such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.
 14. The Bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the Contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to Bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the Contract, Special Conditions of the Contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.
 15. In the event of ambiguity due to a conflict between words and numbers with respect to the amount of the Bid, words shall govern over numbers.
 16. The Bidder is familiar with Government Code sections 12650, et. seq., and Penal Code section 72 and understands that false claims can lead to imprisonment.
 17. The Bidder acknowledges that they have reviewed the work outlined in the Contract Documents and fully understands the Scope of work required in the Proposal and further acknowledges that this proposal includes the scope of work within this Bid Proposal. It is further understood that no exceptions, exclusions, or clarifications will be considered.

I, _____, the _____ of the Bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the Bidder in connection with this Bid, and all of the representations made herein are true and correct.

Executed on this _____ day of _____, 2025 at _____ County, California.

Proper Name of Bidder

Address

By: _____
Signature of Authorized Agent/Officer

City, State & Zip Code

Print Name

Telephone Number

Title

E-mail Address

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of authorized officers or agents; if Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; if Bidder is a Joint Venture, the legal name of the Joint Venture shall be set forth above together with the signature(s) of the Joint Venture's Managing partner(s); and if Bidder is an individual, his/her or her signature shall be placed above

[End of Attachment B - "Bid Form"]

SUMMARY OF COSTS AND BID BREAKDOWN

Attachment "C"

Project: RENOVATION OF THE INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER

Division #	Division Description (as applicable)	Division Total
01	General Conditions/Requirements	
02	Existing Conditions	
03	Concrete	
04	Masonry	
05	Metals	
06	Wood, Plastics and Composites	
07	Thermal & Moisture Protection	
08	Openings	
09	Finishes	
10	Specialties	
11	Equipment	
12	Furnishings	
13	Special Construction	
14	Conveying Equipment	
21	Fire Suppression	
22	Plumbing	
23	Heating, Ventilating, and Air-Conditioning (HVAC)	
25	Integrated Automation (NOT USED)	
26	Electrical	
27	Communications	
28	Electronic Safety and Security	
31	Earthwork	
32	Exterior Improvements	
33	Utilities (NOT USED)	
34	Transportation (NOT USED)	
35	Waterway and Marine Construction (NOT USED)	
40	Process Integration (NOT USED)	
42	Process Heating, Cooling, and Drying Equipment (NOT USED)	
44	Pollution (NOT USED)	
46	Water and Wastewater Equipment (NOT USED)	
Divisions Total		
Overhead and Profit		
Insurance		

Cost of Payment and Performance Bonds	
TOTAL BID AMOUNT	
(This amount must match the amount entered on the Bid Form)	

Firm Name (as indicated on the Bid Form): _____

By: _____

Title _____

Signature: _____

Date: _____

BID BOND

Attachment "D"

KNOW ALL MEN BY THESE PRESENTS: THAT we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Inglewood, hereinafter called the City, in the penal sum of _____ TEN PERCENT (10%) OF THE TOTAL AGGREGATE AMOUNT OF THE BID of the Principal submitted to the said City on Attachment "B" (Bid Form) for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated _____, 2025 for the City of Inglewood procurement commonly referred to as:

Renovation of the Inglewood Main Library and Innovation Center

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and, if the Principal be awarded the Contract, and shall within the period specified therefore, or, if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written Contract, as applicable, with the City, in accordance with the Bid as accepted and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid within the period specified or the failure to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the City the difference between the amount specified in said Bid and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the City in again calling for Pre-Qualification Applications and Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for Pre-Qualification Applications and Bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for Pre-Qualification Applications and Bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL _____

By: _____

Title: _____

SURETY: _____

By: _____

Attorney-in Fact

(Attach Attorney-in-Fact Certificate)

DECLARATION OF SUFFICIENCY OF FUNDS

Attachment "E"

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of the Bidder, with authority to make the statements contained in this Declaration on behalf of Bidder, hereby declare the following:

1. The Bidder's employer identification number for state tax purposes is: _____.
2. The Bidder's workers' compensation insurance policy number is: _____. The name, address, and telephone number of the insurance carrier providing said insurance is: _____.

3. The following information is provided concerning any and all vehicles that are owned by the Bidder and that will be used for transportation in connection with any service provided for the performance of the Work that is the subject of the Bid that will form the basis for the Award of the Contract for the Project. Insert all required information in the table below. **[Attach additional sheets, if needed]:**

Vehicle	Vehicle ID #	Vehicle. Liability Insurance Policy Number (of policy covering vehicle)	Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)

4. The following is the address of any real property that will be used to house workers in connection with the performance of the Work that is the subject of the Bid:

[Insert the information requested. If no such housing will be provided, enter "none"]

5. The actual or estimated number of workers that will be employed to perform the Work that is the subject of the Bid, the total amount of wages to be paid to said workers, and the dates on which said wages will be paid are as follows **[attach additional sheets, if needed]:**

Total Number of Workers	Total Amount of Wages	Date(s) for Payment of Wages

6. Check only one of the following boxes, as applicable:

☐ The statement of number of workers declared in Paragraph 5, above, is a statement of the actual number of workers that will be employed; or

☐ The actual number of workers requested in Paragraph 5, above, is unknown at this time and therefore the statement of number of workers declared herein is based on the Bidder's best estimate available at the time of submission of its Bid, rather than the actual number of workers that will be employed and if and when the actual number of workers and the other information requested above is available, it will be reported to the City by the Bidder in writing.

7. The actual or estimated total number of persons who will be utilized as "Independent Contractors" (defined as anyone not receiving a W-2 form) to perform the Work that is the subject of the Bid (together with their known, current local, state, and federal contractor license identification numbers that each is required to have under local, state or federal laws or regulations) are as follows [attach additional sheets, if needed]:

<i>List of Independent Contractors</i>	<i>Current, local, state and federal contractor license identification number</i>

8. Check only one of the following boxes, as applicable:

☐ The statement of number of Independent Contractors declared in Paragraph 7, above, is a statement of the actual number of Independent Contractors that will be utilized; or,

☐ The actual number of Independent Contractors requested in Paragraph 7, above, is unknown at this time and therefore the statement of number of Independent Contractors declared herein is based on the Bidder's best estimate available at the time of submission of its Bid, rather than the actual number of Independent Contractors that will be utilized, and if and when the actual number of Independent Contractors and the other information requested above is available, it will be reported to the City by the Bidder in writing.

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this ____ day of _____, in the year ____ at _____, California.

(signature)

Type Name of Signer: _____

Type Name of Bidder Business: _____

NON-COLLUSION DECLARATION

Attachment "F"

State of California)
)
County of _____)

The undersigned declares:

I am the President of _____, the party submitting to the City of Inglewood a Bid and/or Proposal regarding the **RENOVATION OF THE INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER** ("Project"). The Bid and/or Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid and/or Proposal is genuine and not collusive or a sham. I/We have not directly or indirectly induced or solicited any other bidder or proposer to put in a false or sham Bid and/or Proposal. I/We have not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or proposer or anyone else to put in a sham Bid and/or Proposal, or to refrain from applying. I/We have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any price of our Bid and/or Proposal or that of any other bidder or proposer, nor to fix any overhead, profit, or cost element of our price, or of that of any other bidder or proposer regarding the Project. All statements contained in the Bid and/or Proposal are true. I/We have not, directly or indirectly, submitted this Bid and/or Proposal, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, or to any member or agent thereof, to effectuate a collusive or sham Bid and/or Proposal and have not paid, and will not pay, any person or entity for such purpose.

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

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

_____, [city], _____ [state].

Signature

Print Name _____

NON-DISCRIMINATION DECLARATION

Attachment "G"

I, the undersigned, certify and declare that I am an authorized agent or officer of the entity submitting this Bid and/or Proposal to the City of Inglewood for the following project: **INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER** ("Project"), and that I am empowered to submit the Bid and/or Proposal on behalf of:
_____;

In connection with the procurement process for the Project, I hereby certify and declare that neither my firm, or anyone employed by my firm, will discriminate in the employment of persons working on the Project because of the race, religious creed, color, national origin, or ancestry, physical disability, medical condition, marital status, sex of gender of such persons except as provided in Section 12940 of the Government Code. I acknowledge that every vendor working for the City of Inglewood violating that section is subject to all the penalties imposed for a violation of all applicable laws, including, without limitation, Labor Code section 1735.

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

BY: Signature: _____

Printed Name: _____

Position/Title: _____

Date of Execution: _____

CONFLICT OF INTEREST CERTIFICATION

Attachment "H"

Regarding the Bid and/or Proposal that I and/or my Firm has submitted to the City of Inglewood for the following project: **RENOVATION OF THE INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER ("Project")**.

I and we hereby certify that we have no conflict of interest within the meaning of the laws of the state of California; that no one in my firm has a business or personal relationship with any Member of the City, or any person in a decision making position regarding the potential Contract for the Project; and that in submitting this Bid and/or Proposal, I and we have not used any undue influence or taken advantage of any relationship that would cause the award of the Contract for the Project to be made other than on the basis as permitted by law.

The undersigned Bidder hereby also certifies that:

1. No officer, director, agent, employee, or affiliate of the Bidder has a financial interest in any consultant or contractor currently under agreement to perform work or services for the City, or for any of its consultants or sub-consultants, excepting the following firms:

_____.

2. No officer, director, agent, employee, or affiliate of the Bidder has received or given, either directly or indirectly through an intermediary, any gift or gratuity to any consultant or contractor currently under agreement to perform work or services for the City, or for any of its consultants or sub-consultants, except for the following:

_____.

3. No officer, director, agent, employee, or affiliate of the Bidder has any affiliation or business relationship with any official, officer, agent, or employee of the City, or any of its consultants or sub-consultants, who make recommendations to the City with respect to the expenditure of money, except for the following affiliation or business relationship:

_____.

4. No officer, director, agent, employee, or affiliate of the Bidder has any family or business affiliation or relationship with any official, officer, agent, or employee of the City, except for the following affiliation or business relationship:

_____.

5. No portion of the services covered by the Bidder's Bid is anticipated to be performed by a person or entity that is already providing, or that the Bidder has reason to believe may provide in the future, services, advice, or consultation to (1) the City; (2) any consultant or contractor retained by the City; or (3) any sub-consultant or subcontractor of any consultant or contractor retained by City, except for the following:

_____.

6. The Bidder does not know of any other circumstances, not described above, that create or could be reasonably interpreted as creating, a conflict of interest, except for the following:

_____.

7. The Bidder agrees to assume a continuing duty to disclose to the City any circumstances that may arise in the future within the scope of the requests for disclosure of conflicts of interests stated above.

Bidder's Name: _____

Date: _____, 2025

Signature: _____

Name and Title: _____

CONTRACTOR'S CERTIFICATION REGARDING WORKERS' COMPENSATION

Attachment "I"

Labor Code Section 3700 states:

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

"(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

"(c) For any county, city, city and county, municipal corporation, public City, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

"For purposes of this section, 'state' shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the California 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 and Project at the City of Inglewood and the Project commonly known as **THE INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER**.

WCIRB # _____

(Proper Name of Contractor)

By _____

(Signature of Contractor)

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

BIDDER'S CERTIFICATIONS and REPRESENTATIONS

Attachment "J"

Without limitation on any other statements or representations made by the Bidder as part of its participation in the Bid process described herein for the Project commonly known as THE RENOVATION OF THE INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER located at 101 W Manchester Blvd, Inglewood, CA 90301, each Bidder who submits a Bid in response to this Invitation/Solicitation for Bids is deemed to have made the following representations to the City:

1. Bidder represents that its Bid fully complies with the requirements of the Invitation for Bids process;
2. Bidder represents that all of the statements and representations made, or incorporated by reference, by Bidder in its Bid, and in the attachments or exhibits submitted with its Bid, are true, correct, and materially complete;
3. Bidder represents that information and/or matters stated in the Bid are true of my own knowledge except as to that information and/or those matters which are stated on information and belief, and as to that information and/or those matters, I believe them to be true;
4. Bidder represents that, if it is a requirement of this Bid, that Bidder attended at least one of the Mandatory Pre-Bid Conference and Job Walks;
5. Bidder represents that each person who signed a document that is included in the Bid was at the time of signing, and for the duration of Bidder's participation in the Bid process provided for in these Instructions shall remain, authorized to so sign on behalf of and to bind the Bidder;
6. If the Bidder is a corporation, limited liability company, limited partnership, or joint venture, Bidder represents that it is, and for the duration of Bidder's participation in the Bid process provided for by these Instructions shall remain, registered with the Office of the Secretary of State for the State of California and authorized under Applicable Laws to business in the State of California with a legal status determined by said Office of the Secretary of State of "active and in good standing";
7. Bidder represents that it possesses at the time of submission of its Bid, and shall possess for the duration of Bidder's participation in the Bid process provided for by these Instructions, all licenses that it is required to hold under the provisions of these Instructions and/or that it is required to hold under applicable laws in order to perform the services and work contemplated by the Bid process;
8. Bidder represents that it is, and at all times during its participation in the Bid process shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as any similar provisions of applicable laws setting forth proscriptions or penalties relating to the employment or hiring of undocumented aliens;
9. Bidder, being familiar with California Government Code §§1090 *et. seq.* and §§ 87100 *et seq.*, represents that it does not know of any facts occurring in connection with the Bidder's preparation for, or participation in, the herein described Bid process that constitute a violation thereof and has disclosed to City in "[Attachment H - Conflict of Interest Certification](#)" any possible interests, direct or indirect, which Bidder believes any official, officer, agent, or employee of the City has that might cause such official, officer, agent, or employee to be "financially interested" (as that

term is defined the aforesaid statutes) in any decision made by City in connection with the Bid process that is the subject of these Instructions;

10. For projects over \$1 Million, In accordance with Public Contract Code section 2204 (a), the Bidder certifies and represents that at the time its Bid is submitted, the Bidder is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable. Bidder is cautioned that making a false certification and representation may subject the Bidder to civil penalties, termination of existing contract(s), and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.
11. Bidder represents and warrants that neither Contractor, nor any Subcontractor, shall be qualified to submit a Bid, or be listed in a Bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of Work under the Contract Documents unless currently registered and qualified to perform public work pursuant to Section Labor Code §1725.5. Contractor shall not enter into any subcontract without proof of the potential Subcontractor's registration. If an unregistered Contractor submits a proposal, the City will deem such proposal as Non-Responsive.
12. Bidder represents and warrants that Contractor and the Subcontractors, of every Tier, shall be registered with the Department of Industrial Relations pursuant to Labor Code §§ 1725.5 and 1771.1 for the duration of time that Contractor is performing the Work under the Contract Documents. If any Contractor or Subcontractor performs Work on this Project at any time, the City has the right to cancel the Contract(s) for cause.
13. Bidder represents and warrants that all information set forth in its Pre-Qualification Questionnaire is full, complete, accurate and truthful.

Date: _____

Name of Bidder

Signature of Bidder (if individual) or its Officer

Typed Name of Person Signing

Office or Title

AUTHORIZATION TO RELEASE INFORMATION

Attachment “K”

Regarding the procurement commonly referred to as: *City of Inglewood – RENOVATION OF THE INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER* (hereinafter referred to as “Project”), the undersigned Bidder hereby authorizes and consents to the City and its representatives, acting on behalf of the City, to obtain information from any third parties, including, but not limited to, any: individuals; firms; entities; persons; representatives, or organizations listed by Bidder in any of its Bid Documents for the Project, for the purpose of verifying the information provided therein by the Bidder, or for any other purpose related to the evaluation of the Bidder’s qualifications and/or Bid for the Project.

The Bidder recognizes that to ensure the effectiveness of the Bid process, such individuals must be able to speak frankly and openly to the City and its’ representatives.

Accordingly, the Bidder hereby fully and unconditionally provides authority to such third parties to release any information requested by the City and/or the City’s representatives. Bidder hereby also releases and discharges such third parties, and the firms, entities, and organizations they represent, from any claim or liability relating to information provided by it/him/her/them to the City and/or the City’s representatives in connection with the processing, investigation, and evaluation by City and/or the City’s representatives of the information submitted by the Bidder for the Project.

Bidder hereby certifies that all its listed Subcontractors have read this Authorization to Release Information, and the Bidder’s signature below represents its and its Subcontractor’s agreement to the terms and conditions hereof, regarding both the Bidder’s, and all of its Subcontractors’ consent as stated herein, in connection with the Project.

BY: Signature: _____

Printed Name: _____

Position/Title: _____

Date of Execution: _____

EVIDENCE OF INSURANCE CERTIFICATION

Attachment "L"

I, the undersigned, certify and declare that I am an authorized agent or officer of the entity submitting this Bid and responses for the procurement commonly referred to as: *City of Inglewood – RENOVATION OF THE INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER* (hereinafter collectively referred to as the "Project"), and that I am empowered to submit the Bid and responses on behalf of:

I/We acknowledge and am aware that as required by the Contract Documents, and if awarded the Contract for the Project, that I/We are required to have, obtain, and provided, as a condition precedent to being able to perform any services and/or work under the Contract for the Project, the insurance required by the Bid and Contract Documents.

In that regard, I/We have read all of the Bid Documents and Contract Documents, and I/We affirm and certify that I/We am familiar with all insurance requirements called for by the Bid Documents and Contract Documents for the Project, including without limitation, those insurance requirements set forth in the General Conditions to the Contract, and that I/We have, and/or shall have, all said insurance requirements for the Project as required by the Bid Documents and Contract Documents.

The matters stated herein above are true and correct based on my own personal knowledge.

I certify, under penalty of perjury under the laws of the state of California, that the foregoing is true and correct.

BY: Signature: _____

Printed Name: _____

Position/Title: _____

Date of Execution: _____

Statement of Safety Record

Attachment "M"

General Contractor to complete each item below:

1. EMR Rating for the last three (3) years
2022_____ 2023_____ 2024_____;
2. Number of serious or willful safety citations in last ten (10) years _____. Add explanation if you have had any;
3. Annual TRIR for the last three (3) years and attach by annual filing documents;
2022_____ 2023_____ 2024_____;
4. Number of fatalities within last 10 years: _____. Attach OSHA 200/300 logs, if you have had any. Add explanation if you have had any;
5. Contractor's Standard Industrial Classification (SIC) code _____ and North American Industry Classification System (NAICS) code _____

Bidder hereby certifies that the above stated information is true and correct.

IN WITNESS WHEREOF, the undersigned has executed this Statement of Safety Record

_____ day of _____, 2025.

[Name of Bidder]

[Signature of Bidder (if individual) or its Officer]

[Typed Name of Person Signing]

[Office or Title]

DESIGNATION OF SUBCONTRACTORS

Attachment “N”

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each Bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent of the Contractor's Total Bid Price for the RENOVATION OF THE INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER project (“Project”). Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each Subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent of the Contractor's Total Bid Price for the Project. No additional time shall be granted to provide the requested information below.

If no Subcontractor is specified, for a portion of the work, or if more than one Subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent of the Contractor's Total Bid Price for the Project or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Failure to correct any errors in the listing of a Subcontractor's contractor license numbers and/or public works contractor registration numbers within the time permitted by law will result in your Bid being deemed Non-Responsive.

NOTE: If alternate Bids are called for and Bidder intends to use a different or additional Subcontractor on the alternates, a separate list of Subcontractors must be provided for each such alternate. Identify additional list of Subcontractors by Alternate Bid No.

_____ ***If no Subcontractors will be listed please initial to certify that work will be self-performed.***

Portion of Work	Subcontractor	Location of Business (address)	Sub Contractor's License Number	Sub Contractor's DIR Number

Portion of Work	Subcontractor	Location of Business (address)	Sub Contractor's License Number	Sub Contractor's DIR Number

Name of Bidder _____

Signature _____

Name and Title _____

Date: _____

REFERENCES

Attachment "O"

Firm Name	<u>Person to Contact</u>	<u>Email</u>	<u>Cell Number</u>	<u>Address</u>	<u>Project # and Name</u>
1.					
2.					
3.					

Name of Bidder _____

Signature _____

Name and Title _____

Date: _____

ACKNOWLEDGMENT OF ADDENDA

Attachment “P”

I, the undersigned, certify that I am an authorized agent or officer of the entity submitting this Bid to the City of Inglewood for the RENOVATION OF THE INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER project (hereinafter referred to as the "Project") and that I am empowered to submit the Bid and/or Proposal on behalf of: _____;

In connection with the procurement process for the Project, I hereby acknowledge that my firm has received and considered the following number of Addenda issued for the Project:

[illegible]

Total Number Addenda issued and reviewed: _____
insert total # of Addenda above

Failure to acknowledge all Addenda issued for the Project will result in your Bid being deemed Non-Responsive.

By: Signature: _____

Print Name: _____

Title: _____

Date: _____

SECTION V.

ATTACHMENTS THAT ARE NOT SUBMITTED WITH YOUR BID

Attachments “Q” through “Y” are for the Bidder’s information, reference and careful evaluation as they each can have a material effect on the cost of construction and must all be considered by the Bidder in preparing its Bid for the Project.

Attachments “Q” through “X” will become part of the Contract Documents after award of the Contract.

Attachment “Y” is Reference Documents and will and do not become part of the Contract Documents.

Attachments “Q” through “Y” begin on the next page.

PAYMENT BOND

Attachment "Q"

Project Name: _____

Bond Number: _____

(MUST BE submitted before any construction work begins)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS the **CITY OF INGLEWOOD** ("City") by action of the City Council on _____, 2025, has awarded Construction Contract Number _____ ("Contract") to the undersigned contractor, as Principal ("Principal"), to perform the work ("Work") for the following project: RENOVATION OF THE INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER:

AND, WHEREAS, said Principal is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code, and/or other applicable law, to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and Surety known as _____ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, and/or any subsequent amendment thereof, are held and firmly bound unto City in the penal sum of _____ Dollars (\$_____), this amount being not less than one hundred percent (100%) of the total sum payable by City under the Contract at the time the Contract is awarded by City to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by City, or its Subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, or as otherwise required by law, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and Surety will also pay to the prevailing party, if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9554.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by City or Principal.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing City's rights against the others.

(Proper name of Contractor)

(Corporate Seal of Principal if
Corporation)

By:

Signature of Bidder

Print or type Contractor Name

Print or type Contractor Address

(Corporate Seal of Surety)

Surety

By:

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate
and Required Acknowledgments)

Name and Address of California Agent of Surety

Telephone Number of California Agent of Surety

Note: Notary acknowledgment for Surety and Surety's Power of Attorney must be included or attached.

This is a Mandatory Form and cannot be altered by the Principal or the Surety.

PERFORMANCE BOND

Attachment "R"

Project Name: _____

Bond Number: _____

(MUST BE submitted before any construction work begins)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the **CITY OF INGLEWOOD** ("City"), by action of the City Council on _____, 2025, has awarded Construction Contract Number _____ ("Contract") to the undersigned Contractor as Principal ("Principal") to perform the work and services ("Work") for the following project: **RENOVATION OF THE INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER** which Contract is by this reference hereby incorporated herein and made a part hereof;

AND, WHEREAS, said Principal is required by the Contract to furnish a performance bond for the prompt, competent and faithful performance of all the undertakings, terms, covenants, conditions and agreements of the Contract, said Contract incorporated herein by this reference and made a part hereof as if set forth at length herein;

NOW THEREFORE, we, the Principal and the Surety known as _____ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto City in the penal sum of _____ dollars (\$ _____), this amount being not less than one hundred percent (100%) of the Contract Amount payable by City to the Principal under the Contract at the time the Contract is awarded, and/or as otherwise increased and/or decreased by Change Order to the Contract ("Penal Sum"), lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by City, shall in all things stand to and abide by and well and truly keep and perform in a prompt, competent, and faithful manner, all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by City, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is declared by City in writing to be in default under the Contract, the Surety shall promptly either remedy the default within the time stated in the Contract Documents, or, if the Contract is terminated by City or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by City as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Sum Payable"; subject to the penal amount of this bond. The term "Balance of the Contract Sum Payable," as used in this paragraph, shall mean the total amount payable to Principal by City under the Contract and any modifications thereto, less the amount previously paid by City to the Principal, and less amounts that City is authorized to withhold under the terms of the Contract.

If City determines that completion of the Contract by Surety or its agents or independent contractors must be performed by the lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of City and applicable laws. Unless otherwise approved by City, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

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

In the event an arbitration or other legal proceeding or arbitration is brought upon this bond and an award or judgment is entered in favor of City as the prevailing party against Surety or in favor of Surety as prevailing party against City, such prevailing party, whether City or Surety, shall be entitled to its reasonable costs and attorney's fees from the non-prevailing party, even if such amounts exceed the Penal Sum of this Bond. The foregoing is not intended to confer, and nothing stated herein or elsewhere in this bond or in any other document executed in connection with the issuance of this bond shall be interpreted as conferring upon the City or Principal the right of recovery of costs or attorney's fees from or against the other that are incurred in any arbitration or other legal proceeding brought by City against Principal or by Principal against City, whether or not Surety is also a party to such arbitration or other legal proceeding.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing City's rights against the others.

(Corporate Seal of Principal if Corporation)

(Proper name of Contractor)

By:

Signature of Contractor

Print or type Contractor Name

Print or type Contractor Address

(Corporate Seal of Surety)

Surety

By:

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate and Required Acknowledgments)

Name and Address of California Agent of Surety

Telephone Number of California Agent of Surety

Note: Notary acknowledgment for Surety and Surety's Power of Attorney must be included or attached.

This is a mandatory form and cannot be altered by the Principal or Surety.

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

Attachment "S"

This Escrow Agreement is made and entered into, as of _____, 2025 by and between the City of Inglewood, whose address is: 1 West Manchester Blvd, Inglewood, CA 90301, hereinafter called "City"; and Contractor, whose name is: _____, and whose address is _____, hereinafter called "Contractor"; and the Escrow Company whose name is: _____, and whose address is _____, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to the Construction Contract entered into between the City and Contractor for the RENOVATION OF THE INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER in the amount of _____, dated _____, 2025 (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agency shall notify the City within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the City and Contractor. Securities shall be held in the name of _____ and shall designate the Contractor as the beneficial owner.
- (2) The City shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the City makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the Escrow Agent directly.
- (4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor, and Escrow Agent.
- (5) The interest earned on the securities, or the money market accounts held in Escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.
- (6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the City to the Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.
- (7) The City shall have a right to draw upon the securities or the funds in the account if the City declares in writing a default by the Contractor. Upon seven days' written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and/or shall distribute the funds in the account as instructed by the City.
- (8) Upon receipt of written notification from the City certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less Escrow fees and charges of the Escrow Account. The Escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notification from the City and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as set forth following:

On behalf of City:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

[Escrow Agreement continues on the next page]

At the time the Escrow Account is opened, the City and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

On behalf of City:

On behalf of Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

On behalf of Escrow Agent:

Title

Name

Signature



AGREEMENT
Attachment "T"

To be executed between the City and the selected/awarded contractor

THIS AGREEMENT, made this ____ day of _____, 2025, in the County of Los Angeles, State of California, by and between the **City of Inglewood**, hereinafter called the City, and _____, hereinafter called the Contractor, for the Project generally known as **RENOVATION OF THE INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER** located at 101 W Manchester Blvd, Inglewood, CA 90301 (hereinafter referred to as the "Contract"/"Agreement" or "Project", as applicable).

WITNESSETH that the City and the Contractor for the considerations stated herein agree as follows:

1. **SCOPE OF WORK:** The Contractor shall perform within the time stipulated the Contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in strict compliance with the Contract Documents (as specified below) regarding the following titled Project:

RENOVATION OF THE INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER

2. **STANDARD OF PERFORMANCE**

Without limitation to Contractor's other obligations under the Contract Documents, Contractor shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance, in the order in which they are listed:

- 2.1 comply with Applicable Laws;
- 2.2 comply with the requirements of the Contract Documents;
- 2.3 apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the City and within the limitations of the Contract Sum Payable and Contract Time.
- 2.4 furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and
- 2.5 conform to the standard of care applicable to those who provide construction of the type called for by the Contract Documents for projects of a scope and complexity that is comparable to the Project.

3. **CONTRACT TIME/TIME FOR COMPLETION:** The work shall be commenced on the date stated in the City's Notice to Proceed.

- 3.1 **Substantial Completion of Construction.** Contractor shall achieve Substantial Completion of the entire Work ready to receive fixtures, furnishings, and equipment (FF&E) not later than Four Hundred and Sixteen (416) Business Days after the date of the City's Notice to Proceed (NTP) with construction, subject only to Contract Adjustments to the Contract Time permitted by the Contract Documents.
- 3.2 **Final Completion of Construction.** Contractor shall achieve Final Completion of the entire work not later than Four Hundred and Forty Six (446) Business Days after the NTP for construction, subject only to Contract Adjustments to the Contract Time permitted by the Contract Documents.

4. LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

4.1 Contractor shall pay City Five Thousand Five Hundred dollars (**\$5,500.00**) for each Day that expires after the time specified herein for the Contractor to achieve Substantial Completion, until achieved.

4.2 Contractor shall pay City Seven Thousand dollars (**\$7,000.00**) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

5. CONTRACT PRICE/CONTRACT SUM/AMOUNT PAYABLE: The City shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including any applicable sales, use or other taxes or costs, the sum of **[INSERT AMOUNT IN WORDS]** Dollars (\$ **[INSERT AMOUNT IN NUMBERS]**), said sum being the total amount of such items stipulated in the Bid for the Project and subject to use as stated in the Contract for the Project.

6. CONTRACT DOCUMENTS: The complete Contract consists of any/all of the documents listed sections III, IV. and V. of the Notice to Contractors Calling for Prequalification Applications and Bids, and also including all Addenda issued as part of the Bid process, all of which are incorporated by reference herein as if set forth at length hereat. Any and all obligations of the City and the Contractor are expressly set forth therein or are reasonable inferable therefrom and any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract for the Project are sometimes referred to as the Contract Documents, the Agreement, and/or the Contract.

Contractor:

By: _____
Official Authorized Signature

Printed Name

Title

Date

City:

City of Inglewood

James T. Butts Jr., Mayor

Attest:

Aisha L. Thompson, Secretary

Approved as to form:

Rick R. Olivarez, City Attorney

Award Approved by City Council on: _____, 2025

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

*Contractors State License Board
9821 Business Park Drive
Sacramento, CA 95827
Phone (800) 321-CSLB
<http://www.cslb.ca.gov>*

General Conditions

Attachment “U”

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NOTE TO BIDDERS:

The page numbers referenced in this Table of Contents above are random placeholders for the time being.

After the City Council approves the award of the Contract, the General Conditions corrected page numbers will be inserted accordingly.

[END OF TABLE OF CONTENTS]

Article 1. DEFINITIONS

- a. The "City" and "Contractor" are those mentioned as such in the Agreement. For convenience and brevity, these terms, as well as terms identifying other persons involved in the Contract are treated throughout the Contract Documents as if they are of singular number and masculine gender.
- b. "Subcontractor," as used herein, includes those having a direct contract with Contractor and one who furnishes material worked to a special design according to plans and specifications of this work, but does not include one who merely furnishes material not so worked.
- c. "Construction Manager" as used herein is the City's representative that is managing the Project or a portion of the Project on behalf of the City.
- d. "Surety" is the person, firm, or corporation, admitted as a California admitted surety that executes as surety the Contractor's Performance Bond and Payment Bond for Public Works.
- e. "Provide" shall include "provide complete in place," that is, "furnish and install."
- f. Words such as "indicated," "shown," "detailed," "noted," "scheduled," or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the Architect is intended, unless stated otherwise.
- g. "Work" of the Contractor or Subcontractor includes labor or materials or both.
- h. The term "day" as used herein shall mean calendar day unless otherwise specifically designated.
- i. Where the words "equal," "equivalent," "satisfactory," "directed," "designated," "selected," "as required," and words of similar meaning are used, the written approval, selection, satisfaction, direction, or similar action of the Architect is required.
- j. Where the word "required" and words of similar meaning are used, it shall mean, "as required to properly complete the work as required by the Architect," unless stated otherwise.
- k. The word "perform" shall be understood to mean that the Contractor, at Contractor's expense, shall perform all operations necessary to complete the work, including furnishing of necessary labor, tools, and equipment, and further including the furnishing and installing of materials that are indicated, specified, or required to complete such performance.
- l. Where the words "acceptable," "acceptance," or words of similar import are used, it shall be understood that the acceptance of the Architect and City is intended.
- m. Where shown, the words "includes," and "including," do not limit the work to the items following those words.
- n. "Holiday" means a Day recognized by City as being a legal holiday for its staff and employees, which shall include the following, each of which shall constitute a one Day holiday unless otherwise stated herein: Martin Luther King Day; Presidents' Day; Cesar Chavez Day; Memorial Day; Fourth of July; Labor Day; Veteran's Day; Thanksgiving (two Days); Christmas (two Days); New Year's (two Days); and any other Holidays observed by the City.
- o. "Force Majeure Event" means an event that cannot be controlled by either Party, which affects one or both Parties' ability to fulfill an obligation(s) under the Contract and is restricted to any of the following: (1) Acts of God occurring at the Site and/or if not at the Site, then which affects the Site; (2) terrorism or other acts of a public enemy; (3) orders of Governmental Authorities (including, without limitation, unreasonable and unforeseeable Delay in the issuance of permits or approvals by Governmental Authorities that are required for the Work); (4) pandemics, epidemics or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work to the extent such strikes and other organized labor action are beyond the reasonable control of Contractor and its Subcontractors, of every Tier, and to the extent the effects thereof cannot be reasonably avoided by use of replacement workers or implementation of a dual gate system of entry to the Site; or (6) unusual shortages in materials that are supported by documented proof that: (a) the Contractor made every effort to obtain such materials from all available sources; (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with current rates taking into account the quantities involved and the usual industry practices in obtaining such quantities; and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated as of the Bid Date. Force Majeure Events are not Compensable Delays. Force Majeure Events may be non-compensable delays leading only to non-compensable time extensions. Moreover, any additional costs incurred by either the City and/or Contractor that are the result of a Force Majeure Event shall be borne solely by the Party that incurred such costs, as long as the additional costs are not the direct result of the failure of the other Party to meet an obligation under this Contract. However, the City may consider compensating the Contractor for an increase in the cost of materials and commodities if: (1) the Contractor incurs an increase in the cost of materials and commodities due to changed market conditions directly and only resulting from a Force Majeure Event; (2) this cost increase is incurred by the Contractor after the Bid Date; (3) the cost increase is not the result of the failure of the Contractor to meet an obligation under the Contract; and (4) the cost increase(s) could not have been avoided through placing an order for materials and/or commodities at an earlier point in time after award of the Contract to the Contractor.
- p. "Business Day(s)" means weekdays, excluding weekends and Holidays.

- q. Other Definitions are contained throughout the Contract Documents.

Article 2. DRAWINGS AND SPECIFICATIONS

- a. **Contract Documents.** Contract Documents are complementary, and what is called for by one shall be as binding as if it is called for by all. The intention of documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the work. Materials or work described in words which as applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.
- b. **Interpretations.** Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, he/she shall promptly notify the Architect in writing via a Request for Information ("RFI") submitted on a form furnished by the City and any necessary changes shall be adjusted as provided in Contract for changes in work. If such conflict arises, the following order of precedence shall generally apply, provided, however, that the order of precedence shall not be so rigidly interpreted as to affect an absurd or costly result:
1. Special Conditions shall take precedence over Supplementary Conditions and General Conditions.
 2. Technical Specifications implement, in additional detail, the requirements of the General Conditions. In the event of conflict between the Technical Specifications and the General Conditions, the General Conditions shall take precedence.
 3. In the event of a conflict between the Technical Specifications and the drawings, the higher quality, higher quantity and most stringent requirements shall be deemed to apply and shall govern as to materials, workmanship, and installation procedures.
 4. With regard to drawings:
 - (a) Figures govern over scaled dimensions;
 - (b) Larger details govern over general drawings;
 - (c) Addenda/Change Order drawings govern over Contract drawings;
 - (d) Contract drawings govern standard drawings.
 5. Work not particularly shown or specified shall be the same as similar parts that are shown or specified.
- c. Misunderstanding of drawings and specifications submitted by Contractor via an RFI shall be clarified by the Architect, whose decisions shall be final.
- d. Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.

Article 3. COPIES FURNISHED

Contractor will be furnished, free of charge, copies of drawings and specifications as set forth in Special Conditions. Additional copies may be obtained at cost of reproduction.

Article 4. OWNERSHIP OF DRAWINGS

All drawings, specifications, and copies thereof furnished by City are its property. They are not to be used on other work and with exception of signed Contract sets, are to be returned to City on request at completion of work.

Article 5. DETAIL DRAWINGS AND INSTRUCTIONS

- a. In case of ambiguity, conflict, or lack of information, raised by Contractor via an RFI pursuant to Article 2 above Architect shall furnish with reasonable promptness additional instructions, by means of drawings or otherwise, necessary for proper execution of work. For purposes of this section "reasonable promptness" shall mean as soon as possible in order for Contractor to execute the work. If the item is identified by the Contractor as a critical path item, "reasonable promptness" shall mean no more than ten Business Days. All such drawings and instructions shall be consistent with Contract Documents, true developments thereof, and reasonably inferable therefrom.
- b. Work shall be executed in conformity therewith and Contractor shall do no work without proper drawings and instructions.

Article 6. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- a. Project shall be commenced on or before the date stated in City's notice to the Contractor to proceed and shall be completed by Contractor in the time specified in Section 3 of the Agreement. The City is under no obligation to consider early completion of the Project, and the Contract completion date shall not be amended by the City's acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances receive additional compensation from the City for indirect, general, administrative or other forms of overhead costs for the period between the time of earlier completion proposed by the Contractor and the official Contract completion date. If the work is not completed in accordance with the foregoing, it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to City as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Section 4 of the Agreement for each calendar day of delay until work is completed and accepted. Contractor and his/her surety shall be liable for the amount thereof. Any money due or to become due the Contractor may be retained to cover said liquidated damages.

Should such money not be sufficient to cover said liquidated damages, City shall have the right to recover the balance from the Contractor or his/her sureties, who will pay said balance forthwith. Regardless of the timelines in the schedule submitted by Contractor, no delay claims shall be accepted by City unless the event or occurrence delays the completion of the Project beyond the contractual completion date. Time is of the essence in the performance and completion of this Contract/Agreement.

b. Contractor shall abide by City's determination of what constitutes inclement weather based on adverse weather, which is defined as the occurrence of precipitation in excess of one-half inch (0.50") liquid measure or sustained wind in excess of twenty-five (25) miles per hour within a twenty-four (24) hour day that prevents construction activity exposed to weather conditions or access to the site. A Weather Delay Day may be counted if adverse weather prevents work on the Project for fifty percent (50%) or more of the Contractor's scheduled work on the critical path for that day. Time extensions shall only be granted when the work that is stopped during inclement weather is on the critical path of the Project schedule. Contractor shall be expected to perform all work he can possibly complete during inclement weather (i.e., interior work).

c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to: acts of God, or of public enemy, acts of Government, acts of City or anyone employed by it or acts of another Contractor in performance of a Contract with City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of Subcontractors due to such causes. Contractor shall within five (5) days of beginning of any such delay (unless City grants a further period of time prior to date of final settlement of the Contract) notify City in writing of causes of delay; thereupon City shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on all parties. In case of a continuing cause of delay, only one claim is necessary. Time extensions to the Project should be requested by the Contractor as they occur and without delay. Regardless of the timelines in the schedule submitted by Contractor, no delay claims shall be accepted by City unless the event or occurrence delays the completion of the Project beyond the contractual completion date.

d. **Removal or Relocation of Main or Trunk line Utility Facilities.** The Contractor shall not be assessed for liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the awarding authority of this Contract or the owner of the utility to provide for removal or relocation of the existing main or trunk line utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunk line utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the Contract discovers any existing main or trunk line utility facilities not identified by the public agency in the Contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the Project necessarily idled during such work. Such compensation shall be in accordance with the extra work provisions set out at Article 40 hereof.

Article 7. PROGRESS SCHEDULE

- a. Within fourteen (14) days after the date of the Award of the Contract, Contractor shall prepare a baseline progress schedule in digital form and shall submit this schedule for the City's approval. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. The schedule shall include milestones and shall include the "critical path" of construction. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project; the City's approval of the progress schedule does not relieve the Contractor of any such responsibility. Contractor's failure to incorporate all elements of work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all work required for a completed Project within the specified Contract time period, notwithstanding the City's acceptance of the schedule. This includes City requested tracked items such as data service online, receive owner furnished lights, FF&E install, etc. **The first payment will not be made unless the City has been provided and has accepted the Project schedule.**
- b. The schedule shall allow enough time for submittals and inclement weather. Such schedule shall indicate graphically the beginning and completion dates of all phases of construction, and shall indicate the critical path for all critical, sequential time related activities. All required schedules shall indicate "float time" for all "slack" or "gaps" in the non-critical activities. Submitted construction schedules shall have a duration which does not exceed the Contract Time. Any float time/excess time picked up by the Contractor is owned by the City and may be used by either party for delay at the discretion of the City and before any time extensions are granted pursuant to the Contract. All required schedules shall be periodically updated to reflect changes in the status of the job, including weather delays. **At a minimum, the Contractor shall be required to provide and keep an updated monthly schedule in order to prevent delay claims.**

Article 8. CONTRACT SECURITY

Unless otherwise specified in Special Conditions, Contractor shall furnish a surety bond in an amount equal to 100 percent of Contract Price as security for faithful performance of this Contract and shall furnish a separate bond as security for payment of persons performing labor and furnishing materials in connection with this Contract. The Payment Bond must be in the amount of 100 percent of the total amount payable. Both the Payment and the Performance Bonds must be executed by an admitted Surety approved to conduct business in the State

of California which meets the highest standards the City is legally permitted to establish. Aforesaid bonds shall be in form set forth in these Contract Documents. Upon request of Contractor, City will consider and accept multiple sureties on such bonds.

Article 9. ASSIGNMENT

Contractor shall not assign this Contract or any part thereof without prior written consent of City. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure, and/or the Government Code.

Article 10. PROHIBITED INTERESTS

No official of City and no City representative who is authorized in such capacity and on behalf of City to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of Project, shall be or become directly or indirectly interested financially in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for City who is authorized in such capacity and on behalf of City to exercise any executive, supervisory or other similar functions in connection with construction of Project, shall become directly or indirectly interested financially in this Contract or in any part thereof.

Article 11. SEPARATE CONTRACTS

City reserves the right to let other contracts in connection with this work or other work at the same site. Contractor shall afford other contractors' reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate his/her work with theirs.

If any part of Contractor's work depends for proper execution or results upon work of any other contractor, the Contractor shall inspect and promptly report to Architect any defects in such work that renders it unsuitable for such proper execution and results. Contractor's failure to inspect and report shall constitute Contractor's acceptance of other contractor's work as fit and proper for reception of his/her work, except as to defects which may develop in the other contractor's work after execution of contractor's work.

To ensure proper execution of his/her subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the Architect any discrepancy between executed work and Contract Documents.

Contractor shall ascertain to his/her own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by City in prosecution of Project to the end that Contractor may perform this contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on Project. If simultaneous execution of any contract for Project is likely to cause interference with performance of some other contract or contracts, City shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on Project or caused by any decision or omission of City respecting the order of precedence in performance of contracts.

Article 12. SUBCONTRACTING

- a. Contractor agrees to bind every Subcontractor by terms of the Contract as far as such terms are applicable to Subcontractor's work. If Contractor subcontracts any part of this Contract, Contractor shall be as fully responsible to City for the acts and omissions of his/her Subcontractor and of persons either directly or indirectly employed by his/her Subcontractor, as he is for acts and omissions of persons directly employed by himself. Nothing contained in these Contract Documents shall create any contractual relation between any Subcontractor and City. The City shall be deemed to be the third-party beneficiary of the contract between the Contractor and the Subcontractor.
- b. City's consent to or approval of any Subcontractor under this Contract shall not in any way relieve Contractor of his/her obligations under this Contract and no such consent or approval shall be deemed to waive any provision of this Contract. The City reserves the right of approval of all Subcontractors proposed for use on this Project, and to this end, may require financial, performance and such additional information as is needed to secure this approval. If a Subcontractor is not approved, the Contractor shall promptly submit another of the same trade for approval.
- c. Substitution or addition of Subcontractors shall be permitted only as authorized in chapter 4 (commencing at section 4100), part 1, division 2 of the California Public Contract Code.

Article 13. CITY'S RIGHT TO SUSPEND AND STOP WORK

The City may, in its reasonable discretion, and without invalidating or terminating the Contract, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the City may determine. The Contractor shall resume and complete the Work suspended by the City in accordance with the City's directive, whether issued at the time of the directive suspending the Work or subsequent thereto.

If Contractor fails to correct Defective Work as required by the Contract Documents, fails to perform the Work in accordance with the Contract Documents, or violates any Applicable Law, City may immediately order Contractor to stop the Work, or any portion thereof,

until the cause for such direction has been eliminated by Contractor. Contractor shall immediately comply with such notice at Contractor's own expense. Nothing stated herein or elsewhere in the Contract Documents shall be interpreted as placing upon City a duty or responsibility to Contractor or any other party to exercise the City's right to stop the Work.

Article 14. ADJUSTMENTS TO CONTRACT PRICE AND CONTRACT TIME

In the event the City shall order suspension of the Work, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents, actually caused by suspension, delay or interruption ordered by the City; provided, however, that no adjustment of the Contract Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. The foregoing notwithstanding, any such adjustment of the Contract Price shall not include any adjustment to increase the Contractor's overhead, general administrative costs or profit, all of which shall remain as reflected in the Cost Breakdown submitted by the Contractor pursuant to the Contract Documents. In the event of the City's suspension of the Work, the Contract Time shall be equitably adjusted.

Article 15. CITY'S RIGHT TO TERMINATE CONTRACT

A. Termination for Cause

City may, without prejudice to any other right or remedy, serve written notice of intent to terminate upon Contractor and his/her surety stating its intention to terminate this Contract if the Contractor (i) refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or (ii) fails to complete said work within such time, or (iii) if the Contractor should file a bankruptcy petition, or (iv) if he should make a general assignment for the benefit of his/her creditors, or (v) if a receiver should be appointed on account of his/her insolvency, or (vi) if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or (vii) if he should fail to make prompt payment to Subcontractors or for material or labor, or (viii) persistently disregard laws, ordinances or instructions of City, or (ix) otherwise be guilty of a substantial violation of any provision of the Contract, or (x) if he or his/her Subcontractors should violate any of the provisions of this Contract. The notice of intent to terminate shall state generally the reasons for such intention to terminate. Unless within five days (5) days after the service of such notice, such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this Contract shall be deemed to have ceased and terminated. The Contractor then shall not be entitled to receive any further payment until work is finished. Upon the termination of the Contract as provided above, City shall immediately serve upon surety and Contractor written notice of termination stating that the Contract has ceased and terminated. Surety shall have the right to investigate, take over and perform this Contract, provided, however, that if surety, within five (5) days after service upon it of said notice of termination, does not give City written notice of its intention to take over and perform this Contract and does not commence performance thereof within seven (7) days from the date of service upon it of such notice of termination, City may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor. If Surety does not perform the Project work itself, the Surety shall consult with the City regarding its planned choice of a contractor or contractors to complete the Project, and upon request by City, Surety shall provide City Evidence of Responsibility of Surety's proposed contractor or contractors. City shall be entitled to reject Surety's choice of contractor or contractors if City determines in its sole discretion that the contractor or contractors are non-responsible. If Surety provides City written notice of its intention to take over and perform this Contract, within fourteen (14) days of such written notice of intent to take over and perform, Surety or its chosen contractor or contractors (if such contractor or contractors are approved by City) shall provide City a detailed Progress Schedule as specified in Article 7 above. Contractor and his/her surety shall be liable to City for any excess cost or other damages occasioned the City because of Surety or Surety's contractor or contractors takeover and performance. If the City takes over the work as hereinabove provided, the City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary, therefore.

If the unpaid balance of the Contract Price exceeds the expense of finishing work, including compensation for additional architectural, managerial, and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay the difference to City. Expense incurred by City as herein provided, and damage incurred through Contractor's default, shall be certified by Architect.

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

Notwithstanding the foregoing provisions, this Contract may not be terminated or modified where a trustee-in-bankruptcy has assumed the Contract pursuant to 11 U.S.C. sections 365 (Federal Bankruptcy Act).

B. Termination for Convenience

Without limitation upon any of City's other rights or remedies under the Contract Documents or Applicable Laws, City shall have the option, at its sole discretion and without the occurrence of any Event of Contractor Default or any other cause, to terminate the Contract or Work, in whole or in part, for its convenience by giving five (5) Days written notice to Contractor.

Upon receipt of notice of termination for convenience pursuant to this Article 15 B, Contractor shall, unless such notice directs otherwise, comply with all of the provisions of this Article 15 B.

Following a termination for convenience pursuant to this Article 15 B, and within sixty (60) Days after receipt of a complete and timely Application for Payment from Contractor, an accounting shall be conducted. In such event, the amount due to Contractor shall be the amount then due, less payments made, less any permitted withholds, except that there shall be added to the calculation of the amount

an amount for: (1) the reasonable, actual and direct Allowable Costs incurred and paid by Contractor (and not by Subcontractors) for (a) demobilizing Contractor's facilities from the Site, and (b) Contractor's administering the close out of its participation in the Project for a period of no longer than fifteen (15) Days; plus (2) a markup to Contractor on the Contractor's Allowable Costs incurred of five percent (5%).

Contractor agrees to accept the foregoing compensation as its sole and exclusive compensation in the event of a termination by City for convenience and waives any claim for loss related to City for convenience, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect, or incidental damages, of any kind.

Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts with the Subcontractors permitting termination for convenience by Contractor on terms that are consistent with, and that afford no greater rights of recovery against Contractor for termination than are afforded to Contractor under this Article 15 B.

C. Termination by Contractor

Subject to the provisions below, Contractor's sole right to terminate the Construction Contract shall be its right to terminate, for cause only, upon the occurrence of either of the following:

.1 the entire Work is stopped for one hundred sixty (160) consecutive Days, through no act or fault of Contractor or any of the Subcontractors, of any Tier, or any employee or agent of any of them, due to issuance of an order of a court or other Governmental Authority or due to a declaration of a national emergency making material unavailable; or

.2 the entire Work is properly suspended by Contractor for a continuous period of ninety (90) Days.

Provided that Contractor is paid undisputed sums due in accordance with the requirements of the Construction Contract, Contractor shall not stop, delay or interrupt continuous performance of the Work by reason of any dispute or disagreement with City, including, without limitation, any disputes or disagreements over payments of money claimed due under the Contract Documents.

D. Warranties and Guarantees Upon Termination

All obligations of Contractor and the Subcontractors under the Contract Documents with respect to warranties and guarantees of the Work will continue in force and shall apply, notwithstanding a termination or other discontinuance of the Work by City or Contractor pursuant to an exercise of rights by either under this Article 15, to any portion of the Work that at the time of such termination or discontinuance has been completed or partially completed by Contractor to the point that it is substantially ready (exclusive of any incidental work that may be needed to connect such portion to other Work or Existing Improvements or to energize such portion of the Work for operation) for use or occupancy by City.

Article 16. GUARANTEE

Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by City. Contractor shall repair or replace any or 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 a one-year period from date of acceptance without expense whatsoever to City, ordinary wear and tear, unusual abuse or neglect excepted. City will give notice of observed defects with reasonable promptness. Contractor shall notify City upon completion of repairs.

In the event of failure of Contractor to comply with above-mentioned conditions within one week after being notified in writing, City is hereby authorized to proceed to have defects repaired and made good at the expense of Contractor. Contractor hereby agrees to pay costs and charges therefore immediately on demand.

If, in the opinion of the City, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operations of the City, the City will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the City's request for correction within a reasonable time as determined by the City, the City may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention. The costs of such correction or attention shall be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees provided in this article or elsewhere in this Contract.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish City with all appropriate guarantee or warranty certificates upon completion of the Project.

Article 17. NOTICE AND SERVICE THEREOF

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by party giving such notice or by the duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- a. If notice is given to City, by personal delivery thereof to City's designated representative, or by depositing same in United States mail, enclosed in a sealed envelope addressed to City for attention of said representative or Architect, postage prepaid and registered.

- b. If notice is given to Contractor, by personal delivery thereof to said Contractor or to his/her foreman at site of Project, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at his/her regular place of business or at such other address as may have been established for the conduct of work under this Contract, postage prepaid and registered.
- c. If notice is given to surety or other person, by personal delivery to such surety or other person or by depositing same in United States mail, enclosed in a sealed envelope addressed to such surety or person at the address of such surety or person last communicated by him to party giving notice, postage prepaid and registered.
- d. If notice is served by mail, it shall be deemed received and all time periods associated with the giving of notice shall run from the third day after mailing.

Article 18. WORKERS

- a. Contractor shall at all times enforce strict discipline and good order among his/her employees. Contractor shall not employ on work any unfit person or any one not skilled in work assigned to him.
- b. Any person in the employ of the Contractor whom City may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with the written consent of City.

Article 19. WAGE RATES, PAYROLL RECORDS AND DEBARMENT

- a. The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the City's Facilities Department. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- b. The Contractor and each Subcontractor shall forfeit as a penalty to the City not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
- c. As a further material part of this Contract, Contractor agrees to hold harmless and indemnify the City, its Council and each member of the City Council, its officers, employees, and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever kind or nature, including all costs of defense and attorneys' fees, arising from any alleged failure of Contractor or its Subcontractors to comply with the prevailing wage laws of the State of California. If the City or any of the indemnified parties are named as a party in any dispute arising from the failure of Contractor or its Subcontractors to pay prevailing wages, Contractor agrees that the City and the other indemnified parties may appoint their own independent counsel, and Contractor agrees to pay all attorneys' fees and defense costs of the City and the other indemnified parties as billed, in addition to all other damages, fines, penalties and losses incurred by the City and the other indemnified parties as a result of the action.
- d. Accurate payroll records shall be kept by the Contractor and each Subcontractor, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- e. It shall be the responsibility of Contractor to Comply with Labor Code section 1776 as it may be amended by the Legislature from time to time with respect to each payroll record. As of April 2003, Labor Code section 1776 provides in relevant part,
 - (i) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - 1. The information contained in the payroll record is true and correct.
 - 2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his/her or her employees on the public works project.

- (ii) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
 1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his/her or her authorized representative on request.
 2. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 3. A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor
- (iii) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.
- (iv) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
- (v) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fee and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.
- (vi) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- (vii) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$ 25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- (viii) The body awarding the contract shall cause it to be inserted in the contract stipulations to effectuate this section.
- f. Debarment. The Contractor, or any Subcontractor working under the Contractor may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between the Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by the Contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

Article 20. APPRENTICES

Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any Subcontractor under him. The Contractor shall be knowledgeable of and comply with all California Labor Code sections including 1727, 1773.5, 1775, 1777, 1777.5, 1810, 1813, 1860, including all amendments; each of these sections is incorporated by reference into this Contract. The responsibility for compliance with these provisions for all apprentice able occupations rests with the Contractor. Knowing violations of Section 1777.5 will result in forfeiture not to exceed \$100 for each calendar day of non-compliance pursuant to Section 1777.7.

Article 21. HOURS OF WORK

- a. As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor

on any subcontract under this Contract upon the work or upon any part of the work contemplated by this Contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

- b. The Contractor and every Subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.
- c. The Contractor shall pay to the City a penalty of twenty-five dollars (\$25) or the then applicable rate by law for each worker employed in the execution of this Contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.
- d. Any work necessary to be performed after regular working hours, or on Sundays or other Holiday shall be performed without additional expense to City.

Article 22. WORKERS' COMPENSATION INSURANCE AND AUTOMOBILE LIABILITY

- a. The Contractor shall provide, during the life of this Contract, workers' compensation insurance for all of his/her employees engaged in work under this Contract, on or at the site of the Project, and, in case any of his/her work is sublet, the Contractor shall require the Subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the site of the Project, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall file with the City certificates of his/her insurance protecting workers.
- b. Company or companies providing insurance coverage shall be acceptable to the City, and in the following form and coverage.
 - 1. Statutory Workers' Compensation and Employer's Liability Coverage: Contractor shall maintain insurance to afford protection for all claims under California Workers' Compensation Act and other employee benefit acts, and in addition, shall maintain Employer's Liability Insurance for a minimum limit of \$1,000,000. The Workers' Compensation Policy shall include the following endorsements, copies of which shall be provided to City:
 - (a) The Voluntary Compensation Endorsement; and
 - (b) Broad Form All States Endorsement; and
 - (c) The Longshoremen's and Harbor Workers endorsement, where applicable to the work under this Contract; and
 - (d) Waiver of Subrogation Endorsement.
- c. Automobile Liability: an automobile insurance liability policy on Insurance Services Office Form CA 0001 Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.

Article 23. COMMERCIAL GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE

- a. Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, such comprehensive general liability insurance or commercial general liability and property damage insurance as shall protect Contractor and City from all claims for bodily (personal) injury, including accidental death, as well as claims for property damage arising from operations under this Contract, and other covered loss, however occasioned, occurring during the policy term.

Coverage shall be at least as broad as:

Commercial General Liability policy ("CGL"): on Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Professional Liability, with limits no less than \$2,000,000 per occurrence or claim, and \$4,000,000 policy aggregate.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$2,000,000 per occurrence or claim, and \$4,000,000 policy aggregate.

Umbrella or Excess Liability within limits no less than \$10,000,000.

This project will be funded, in part, with grant funds from the California State Library. The limits of insurance may be subject to change at the sole discretion of the City Attorney, in the City's best interest, and in order to comply with an terms of the Grant

Award. The City shall notify the selected bidder of any changes between the issuance of this solicitation and final award of a contract.

- b. Contractor shall make certain that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City and the Construction Manager harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by City as a result thereof.
- c. Company or companies providing insurance coverage shall be acceptable to the City and authorized to conduct business in the State of California.
- d. Additional Insured: The City of Inglewood, and its officials, officers, employees, agents and volunteers, shall be named as additional insureds under the policy of insurance by Contractor, and Contractor agrees that it has a separate and independent obligation to verify the City, and other persons/entities identified above are named as additional insureds whenever Contractor performs work for the City.
- e. Certificate of, and Endorsement to, required Insurance Policies: Contractor shall obtain a Certificate of Insurance from Broker, and an Endorsement to the policies of insurance from the respective Insurance Companies, required for this Project setting forth the respective policy limits of each insurance policy on which the City, its officials, officers, employees, agents and volunteers are to be named as additional insureds and provide the Certificates and Endorsements to the City before starting any services following the award of the contract for the Project. The failure to provide the Certificates and/or Endorsements containing this information to the City shall not constitute a waiver of the requirement of the Contractor to obtain the specific insurance called for on the Project. The insurance policies shall also contain provisions which provide that Contractor's insurance policies are primary coverage and shall be applied both before any City held insurance policy, and that the insurer shall not request or call upon the City for any contribution in the settlement of any claim arising from the Contractor's work for the City or use of City facilities or premises, which must include products and completed operations coverage, broad form property damage coverage, coverage for collapse, explosion and underground, and include independent contractor coverage.
- f. The coverage afforded by the additional insured endorsement described above shall apply as primary insurance, and any other insurance maintained by City, the members of City's City Council, or its officers, agents, employees and volunteers, or any self-funded program of City, shall be in excess only and not contributing with such coverage.
- g. Contractor shall notify City in writing of the amount, if any, of self-insured retention provided under the General Liability coverage, with a maximum limit of \$25,000. City may approve higher retention amounts, based upon review of documentation submitted by Contractor. Such review shall take into consideration Contractor's net worth and reserves for payment of claims of liability against Contractor, which must be sufficient to adequately compensate for the lack of other insurance coverage required hereunder.
- h. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in Article 24 hereof, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement, products and completed operations coverage and broad form property damage described in paragraphs d. and e. above. To the extent that the umbrella insurer requires notice of changes to the primary policy, notice will be considered to be given and not prejudice the City's rights to recover under the umbrella policy.
- i. Contractor and City release each other, and their respective authorized representatives, from any Claims (as defined in Article 24 hereof), but only to the extent that the proceeds received from any policy of liability insurance carried by City or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of liability insurance provided by Contractor hereunder shall be a standard waiver of rights of subrogation against City by the insurance company issuing said policy or policies.
- j. If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
 - 1. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Agreement (including subsequent policies purchased as renewals or replacements).
 - 2. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Agreement, including the requirement of adding all additional insureds.
 - 3. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Agreement.
 - 4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.
- k. Contractor's failure to procure the insurance specified herein, or failure to deliver certified copies or appropriate certificates of such insurance, or failure to make the premium payments required by such insurance, shall constitute a material breach of the Contract, and City may, at its option, terminate the Agreement for any such default by Contractor.

- l. The requirements as to the types and limits of insurance coverage set forth herein and in the Special Conditions to be maintained by the Contractor, and any approval of said insurance by the City or its insurance advisor(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Agreement, including, but not limited to, the provisions concerning indemnification.
- m. City shall retain the right at any time to review the coverage, form, and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.
- n. All deviations from the contractual insurance requirements stated herein must be approved in writing by City's risk manager.

Article 24. BUILDER'S RISK/APPLICABLE INSTALLATION/FIRE INSURANCE

- a. It is the Contractor's responsibility to maintain or cause to be maintained builder's risk insurance or applicable installation coverage on all work, material, equipment, appliances, tools, and structures which are a part of the Contract and subject to loss or damage by fire, extended coverage, and vandalism and malicious mischief. City accepts no responsibility until the Contract is formally accepted by the City Council for the work. The Contractor is required to file with the City a certificate evidencing builder's risk or applicable installation of not less than the amount identified in the Special Conditions insurance coverage.
- b. Provide insurance coverage on completed value form, all-risk or special causes of loss coverage.
 - 1. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
 - 2. Coverage shall include all materials stored on site and in transit.
 - 3. Coverage shall include Contractor's tools and equipment.
 - 4. Insurance shall include boiler, machinery, and material hoist coverage.
- c. Company or companies providing insurance coverage shall be acceptable to the City and authorized to conduct business in the State of California.

Article 25. PROOF OF CARRIAGE OF INSURANCE

- a. Contractor shall, as soon as practicable following the placement of insurance required hereunder, but in no event later than the effective date of the Agreement, deliver to City certificates of insurance evidencing the same, together with appropriate separate endorsements thereto, evidencing that Contractor has obtained such coverage for the period of the Agreement. Contractor shall deliver certified copies of the actual insurance policies specified herein, within thirty days after commencement of work. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements thereof, shall be delivered to City within thirty (30) days prior to the expiration of the term of any policy required herein. Contractor shall permit City at all reasonable times to inspect any policies of insurance of Contractor which Contractor has not delivered to City.
- b. Certificates and insurance policies shall include the following clause:

"This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to City stating date of cancellation, reduction or other adverse change respecting such insurance. The date of cancellation, reduction or adverse change may not be less than thirty (30) days after date of mailing notice."

Any notice required to be sent pursuant to this section shall be to City's address as shown in the Notice to Contractors Calling for Bids.
- c. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice. All Certificates of Insurance provided by Contractor shall name City as additional insureds.
- d. After receiving written Notice of Cancellation of Insurance, Contractor shall have ten (10) days to provide other policies of insurance similar to the canceled policies and acceptable insurance. If such replacement coverage is not provided, the City may secure insurance at the Contractor's expense.
- e. Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from operations under this agreement.

Article 26. INDEMNIFICATION

The Contractor shall defend, indemnify, and hold the City and its City Council, officers, agents, employees, and volunteers harmless from any and all liabilities, claims, damages, obligations, actions, lawsuits, losses, judgments, fines, penalties, costs or expenses (including reasonable attorneys' fees) arising from or relating to the Contractor's work performed under this Agreement to the full extent permitted under California law for Contractor's negligence. This shall include the Contractor fully defending, indemnifying and holding harmless the City for any negligence of the Contractor arising directly or indirectly from Contractor's performance of this Contract, including, but not limited to, the use of facilities or equipment provided by the City or others. Contractor specifically acknowledges and agrees that Contractor has an independent obligation to defend the City and its employees from any liabilities or potential claims which actually or potentially fall within this indemnification provision even if such claim is or may be groundless, fraudulent, or false.

Article 27. LAWS AND REGULATIONS

- a. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify Architect in writing and any necessary changes shall be adjusted as provided in Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to Architect, he shall bear all costs arising therefrom.
- b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (ADA) (42 USC 12101 et seq.). Installations of equipment and other devices shall be in compliance with ADA regulations.

Article 28. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of work shall be secured and paid for by Contractor, unless otherwise specified.

Article 29. INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by City. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by City. Contractor may either request reimbursement from City for such fees or obtain the funds from City prior to paying such fees.

Article 30. EASEMENTS

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by City, unless otherwise specified.

Article 31. SURVEYS

Surveys to determine location of property lines and corners will be supplied by City. Surveys to determine locations of construction, grading, and site work shall be provided by Contractor.

Article 32. EXCISE TAXES

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the City, upon request, will execute a certificate of exemption which will certify (1) that the City is a political subdivision of the state for the purposes of such exemption and (2) that the sale is for the exclusive use of the City. No excise tax for such materials shall be included in any bid price.

Article 33. PATENTS, ROYALTIES, AND INDEMNITIES

The Contractor shall hold and save the City and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Contract, including its use by the City, unless otherwise specifically stipulated in the Contract documents.

Article 34. MATERIALS, PROTECTION OF WORK

- a. Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendency, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- b. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality.
- c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of work and shall be stored properly and protected as required.
- d. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials, equipment, tools, and the Work under this Contract.
- e. No materials, supplies, or equipment for work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by him, to City free from any claims, liens, or charges. He further agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to lien upon premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions title to which is commonly retained by utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise City as to owner thereof. Nothing contained in this article, however, shall defeat or impair right of persons

furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due Contractor in hands of City, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

Article 35. SUBSTITUTIONS

- a. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified. Any material, process, or article not exactly meeting the specifications in the documents in every respect shall be considered a substitution. If a material, process, or article offered by Contractor is not, in opinion of Architect, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified. Burden of proof as to equality of any material, process, or article shall rest with Contractor.
- b. In accordance with Public Contract Code section 3400 "prior to or after the award of the contract", City must provide for "submission of data substantiating a request for a substitution of 'an equal' item." Therefore, no later than thirty-five (35) days after award of the Contract, if the Contractor is requesting substitution of "an equal" item, product, or work, the make and grade of the item, product or work which is to be substituted shall be provided to the City representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item or product or work and substantiates that it is an "or equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the Contract Price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. Whenever possible, the same substitution information is to be included in the sealed bid submittal package. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is nonresponsive. **BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF THIS DOCUMENTATION IN NO WAY OBLIGATES THE CITY OR ITS REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION PRIOR TO CONTRACT AWARD. FURTHERMORE, IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE TO PROVIDE THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED. CITY HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN EQUAL ITEM.**

After award of the Contract should the City determine in its sole discretion that substitution of an item or product is reasonable and necessary or reasonable and appropriate, the Contractor shall submit any substitution requests together with all data required to substantiate that the substituted product or item is an "or equal" to the specified product or item. The make and grade of the item, product or work which is to be substituted shall be provided to the City representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item, product or work and substantiates that it is an "or equal" to the specified item, product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the Contract Price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted product is equivalent to the specified product or item in every way except as listed on the affidavit. Failure to submit all the needed substantiating data, including the signed affidavit, to the City Representative or Architect in a timely fashion so that the substitution can be adequately reviewed and considered prior to any necessity for its use or application may result in the rejection of the proposed substitution. The City Representative or Architect is not obligated to review multiple substitution submittals for the same product or item due to the Contractor's failure to submit a complete package either at time of submission of bid documents or in a timely manner after award of Contract.

- c. In event Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by Contractor.

Article 36. SHOP DRAWINGS

- a. Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in his/her own work or in that of any other contractor, subcontractor, Architect, other independent contractor or worker on the Project, three (3) copies of all shop or setting drawings, schedules, and materials list, and all other submittals in accordance with other provisions of the Contract required for the work of various trades. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Architect. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.
- b. Contractor shall advise City immediately, if Architect has not checked and approved with reasonable promptness, such schedules and drawings for conformance with design concept of Project and compliance with information given in Contract documents. Contractor shall make any corrections required by Architect, file with him three (3) corrected copies, and furnish such other copies as may be needed for construction. Architect's approval of such drawings or schedules also shall not relieve Contractor from responsibility for deviations from drawings or specifications unless he has in writing called Architect's attention to such deviations at time of submission and has secured his/her written approval. Architect's approval of such drawings and schedules also shall

not relieve Contractor from responsibility for errors in shop drawings or schedules. For purposes of this section "reasonable promptness" shall mean such reasonable promptness as to cause no delay in the work or in the activities of the City, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

Article 37. SUBMITTALS

- a. Contractor shall furnish for approval, within fourteen (14) days following award of Contract a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in specifications. Such log shall indicate whether samples will be provided as specified and in accordance with other provisions of this Contract.
- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by Architect within a reasonable time period so as not to cause delays on the Project. All submittals must specifically identify the products and materials that will be used for construction. Any catalog or product data submitted without the items identified will be rejected.
- c. This provision shall not authorize any extension of time for performance of this Contract. Architect will check and approve such samples, only for conformance with design concept of work and for compliance with information given in Contract Documents. Work shall be in accordance with approved samples. Architect's action will be taken within fourteen (14) calendar days after receiving such samples and submittals. If in the Architect's professional judgment fourteen days is an insufficient amount of time to permit adequate review, Architect shall, within the initial fourteen (14) day period, notify the Contractor, with a copy to the Inspector and the City, of the amount of time that will be required to respond.
- d. If the Architect's response results in a change in the Project, then such change shall be affected by a written Change Order.

Article 38. CLOSEOUT SUBMITTALS

The Contractor shall be responsible for the timely delivery of the technical manuals, warranties and guarantees as required in the technical specifications. The final payment will not be made until the City representative has had an opportunity to review and accept the required documents. Contractor shall also provide to City all trainings in video (including audio) in a digital format.

Article 39. COST BREAKDOWN AND PERIODICAL ESTIMATES

- a. Contractor shall furnish on forms approved by City:
 1. Within ten (10) days of award of Contract a detailed estimate giving a complete breakdown of Contract Price; and
 2. A periodically itemized estimate of work done for the purpose of making partial payments thereon;
 3. Within ten (10) days of request by City, a schedule of estimated monthly payments which shall be due him under the Contract.
- b. Values employed in making up any of these schedules will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from Contract Price.

Article 40. PAYMENTS AND RETENTION

- a. Each month as soon as practicable after receipt of approved periodical estimate for partial payment, but in order to avoid the payment of interest, in any event within thirty (30) days of receipt of such periodical estimate, there shall be paid to Contractor a sum equal to ninety five percent (95%) of the value of work performed up to the last day of the previous month, less the aggregate of previous payments. However, if the Project is deemed Substantially Complete, then there shall be paid to Contractor a sum equal to ninety percent (90%) of the value of work performed up to the last day of the previous month, less the aggregate of previous payments. Upon receipt of a payment request the City shall as soon as practicable determine whether the payment request is proper. If the request is determined not to be a proper payment request suitable for payment, it shall be returned to the Contractor as soon as practicable within seven days after receipt and shall be accompanied by a statement in writing as to the reasons why the payment request is not proper. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by City and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or any bondsman from damages arising from such work or from enforcing each and every provision of this Contract and City shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning work, or any portion thereof given by the City or Architect shall remain noncompliant.

b. Final Payments; Release of Undisputed Retention; Withholding

1. Payments by City

Subject to the right of withholding as set forth in the Contract Documents, the parties intend this Contract to have two final payments, to wit: a Substantial Completion Payment and a Final Payment.

2. Substantial Completion Payment – Release of Undisputed Retention.

Upon the City confirming that Substantial Completion has been met, the Contractor shall submit an Application for Substantial Completion Payment within ten (10) Business Days of City confirming achievement of Substantial Completion. Such Application shall be for an amount that is then due and owing to the Contractor, including all undisputed Retention, and less any and all amounts that the City is entitled and/or obligated to withhold under the Contract and Applicable Law. If the City agrees with Contractor's Application for Substantial Completion Payment, City shall process and ensure that payment is made to the Contractor by City not more than sixty (60) Days after Substantial Completion of the Work as defined in Clauses (1), (2), (3) or (4) of California Public Contract Code §7107(c), whichever definition is earlier satisfied. If City disagrees with Contractor's Application for Substantial Completion Payment, City shall prepare an Application for Substantial Completion Payment in an amount that it believes in good faith is then due and owing to the Contractor, including all undisputed Retention, and less any and all amounts that the City is entitled and/or obligated to withhold under the Contract and Applicable Law. City shall then process said Application and ensure that payment is made to the Contractor by City not more than sixty (60) Days after Substantial Completion of the Work as defined in Clauses (1), (2), (3) or (4) of California Public Contract Code §7107(c), whichever definition is earlier satisfied; and

3. Final Payment

Upon the making of the Substantial Completion Payment, the City should then only be withholding amounts that it contends, in good faith, are not then due and owing to the Contractor based upon, 150% of the value of: the items on the Final Completion Punch List; and any and all amounts that the City is otherwise entitled and/or obligated to withhold under the Contract and Applicable Law. When the Contractor has achieved Final Completion, Contractor shall then submit its Application for Final Payment to the City. If City agrees with Contractor's Application for Final Payment, City shall process and ensure that Final Payment is made to the Contractor by City within thirty (30) Days after Final Completion of the Work as defined in the Contract. If Construction Manager disagrees with Contractor's Application for Final Payment, City shall prepare an Application for Final Payment in an amount that it believes in good faith is then due and owing to the Contractor, any and all amounts that the City is entitled and/or obligated to withhold under the Contract and Applicable Law. City shall then process said Application and ensure that payment is made to the Contractor by City not more than thirty (30) Days after Final Completion of the Work as defined in the Contract.

4. Applications for Substantial and Final Payments

The parties agree that said Applications will be submitted, evaluated, and processed in good faith, as required by Applicable Law and in accordance with this Contract.

5. Review by City

City will review and approve or disapprove of the Applications as provided in the Contract Documents and as required by Applicable Law.

6. Conditions to Final Payment

Without limitation to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions to a proper submission, and to City's approval, of Contractor's Application for Payment requesting Final Payment:

1. submission of Contractor's certification as required above;
2. submission of consent of Surety, if any, to Final Payment;
3. submission of a certificate evidencing that the insurance required by the Contract Documents is in force;
4. submission of conditional releases and waivers of stop payment notices and bond rights upon final payment in the form required by California Civil Code §3262(d)(3) executed by Contractor;
5. submission of all Close-Out Documents (including, without limitation, complete, accurate As-Built Drawings and Specifications certified by Contractor as required by the Contract Documents;
6. timely submission of adequate and complete certified payroll records as required by the Contract Documents for any time period that Work was performed, which have not been submitted by Contractor in connection with its previous Applications for Payment;
7. proper payment of prevailing wages as defined in California Labor Code §1720, et seq.;
8. submission of any other documents or information required by the Contract Documents as a condition of Final Payment or Final Completion.

7. Disputed Amounts

Pursuant to California Public Contract Code §7107, City may deduct and withhold from the Substantial Completion Payment and the Final Payment an amount of up to one hundred fifty percent (150%) of any disputed amounts, including, without limitation, amounts to protect City against any Loss caused or threatened as a result of Contractor's failing to fully satisfy the conditions of Substantial Completion, Final Completion, Substantial Completion Payment and Final Payment.

8. Waiver by Contractor

Acceptance of Final Payment by Contractor or a Subcontractor shall constitute a waiver of all rights by that payee against City for recovery of any Loss, excepting only those Claims that have been submitted by Contractor in the manner required by the Contract Documents, before or at the time of Contractor's submission of its Application for Payment requesting Final Payment.

c. SUBSTANTIAL COMPLETION

1. Contract Time

Contractor shall achieve Substantial Completion of the Work, or such portion of the Work as may be designated at any time by City for separate delivery, in accordance with the requirements of the Contract Time and other provisions of the Contract Documents.

2. Request for Inspection

When the Contractor believes it has achieved Substantial Completion, Contractor shall notify the Construction Manager that the Work, or portion thereof designated by the City in the Contract Documents or otherwise for separate delivery, is Substantially Complete.

3. Substantial Completion Inspection

When Contractor gives notice to City that it has achieved Substantial Completion of the Work, or a City designated portion thereof, the City, Design Consultant and Contractor shall inspect the Work together. If the City determines that the Work, or City designated portion thereof, is Substantially Complete, the City will proceed as outlined below. If the City determines that the Work, or City designated portion thereof, is not sufficiently complete to warrant an inspection to determine Substantial Completion, City, Inspector of Record, Design Consultant, and such others as may be designated by City will inspect the Work, or such City designated portion thereof and proceed as outlined below.

4. Substantial Completion Punch List

At the conclusion of the Substantial Completion Inspection, City shall prepare and give to Contractor (or, City may request that Contractor prepare and provide to City) a Substantial Completion Punch List of items, if any, to be completed or corrected to achieve Substantial Completion. If Contractor disputes any of the items included, it shall so note its objection on the Substantial Completion Punch List. Contractor shall proceed within forty-eight (48) hours after preparation of the Substantial Completion Punch List to commence correction and completion of the items on the Substantial Completion Punch List, including, without limitation, any such disputed items, and all such items of Work shall be completed by Contractor before the Work will be considered as Substantially Complete. Failure by City, Inspector of Record, Design Consultant or Contractor to include an item on the Substantial Completion Punch List does not alter the responsibility of Contractor to perform the Work in accordance with the Contract Documents. Items of Work necessary for Substantial Completion that, for any reason, have been omitted from the Substantial Completion Punch List shall be added to the Substantial Completion Punch List and shall be promptly completed by Contractor upon request by City, Design Consultant or Inspector of Record made at any time prior to Final Payment.

5. Re-Inspection

Contractor shall notify City when the items of Work shown on the Substantial Completion Punch List are completed. City, Inspector of Record, Design Consultant, and such others as City deem necessary or appropriate will then make a further inspection to determine whether such Work is Substantially Complete. If such inspection, or any subsequent re-inspection required pursuant hereto, discloses any item, whether or not included on the Substantial Completion Punch List, which must be completed or corrected before Substantial Completion, Contractor shall, as a condition of Substantial Completion, complete or correct such item, which shall then be re-inspected to confirm that such Work is Substantially Complete. Contractor shall reimburse City, or City may at its option withhold from Contractor's payments, amounts incurred by City to the Inspector of Record, Design Consultant, City Consultants, or others whose services, for reasons within the control or responsibility of Contractor or the Subcontractors, are necessary for more than two (2) such re-inspections to determine Substantial Completion.

6. Notice of Substantial Completion

When City determines that the Work or such City designated portion thereof, is Substantially Complete, City will prepare a Notice of Substantial Completion on the City's form, which shall state the date of Substantial Completion. If the Notice of Substantial Completion is for the entire Work, then the City will attach to it the Final Completion Punch List prepared as set forth below. Regardless of the date the Notice of Substantial Completion is issued, Substantial Completion shall be deemed to have occurred on the date stated in the Notice of Substantial Completion.

d. PARTIAL OCCUPANCY OR USE

City reserves the right to beneficially occupy all or any portion of the Work at any time before Substantial Completion of the entire Work. Beneficial occupancy means that City has assumed physical occupancy and use of all or such portion of the Work. Commencement of improvements or other work by Separate Contractors in order to ready the Work for use or occupancy by City shall be unconditionally permitted in all cases prior to Substantial Completion and shall not constitute a taking of beneficial occupancy by City. Exercise by City of its right to take beneficial occupancy shall not constitute grounds for a Contract Adjustment. The City's right of beneficial occupancy of all or a portion of the Work prior to Substantial Completion shall be subject to the following conditions:

1. City and such others as City deem necessary will make an inspection of the portion of the Work to be beneficially occupied and prepare a list of items to be completed or corrected in the same manner as required by and subject to the same conditions as set forth above.
2. Except as otherwise provided herein, beneficial occupancy by City shall not constitute a waiver of rights of the City against Contractor. Notwithstanding anything stated herein or elsewhere in the Contract Documents, to the contrary, beneficial occupancy by City shall not constitute a waiver of rights of City relating to Defective Work in the area beneficially occupied or in any other portion of the Work.
3. Before the City takes beneficial occupancy, Contractor shall submit to City an itemized list of each piece of equipment located in or serving the area to be occupied stating the date operation of such piece of equipment commenced, together with operating instructions, manuals and other information required by the Contract Documents. Contractor shall provide, in the areas beneficially occupied, on a continual basis, utility services, elevator service, and heating and cooling systems in operable condition commencing at the time of beneficial occupancy and until Final Completion of the entire Work. City shall be responsible, from and after taking occupancy, for utility consumption, regular operation and regular maintenance of such systems or equipment.
4. City shall pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.
5. City shall pay all utility costs that arise out of its beneficial occupancy.
6. Contractor shall not be responsible for providing security in areas beneficially occupied.
7. City shall use its best efforts to prevent its beneficial occupancy from interfering with the conduct of Contractor's remaining Work.
8. Contractor shall not be required to repair damage caused solely by City's beneficial occupancy.
9. Contractor shall continue to maintain all insurance required by the Contract Documents in full force and effect.

e. FINAL COMPLETION

1. Contract Time

Contractor shall expeditiously and diligently perform the Work after Substantial Completion, including, without limitation, all items of Work on the Final Completion Punch List that accompanies the Notice of Substantial Completion, so as to achieve Final Completion within the requirements of the Contract Time for Final Completion.

2. Final Completion Punch List

Contractor shall prepare and submit to City at the time that Contractor requests inspection for Substantial Completion of the entire Work as set forth above, a draft proposed Final Completion Punch List of items of Work that will be required to be completed or corrected for Final Completion. Items identified in the course of any inspection for Substantial Completion that are required to Finally Complete the Work following Substantial Completion shall be added to the proposed Final Completion Punch List and the revised Final Completion Punch List attached to the Notice of Substantial Completion. The City shall provide an estimated value for each item listed on the Final Completion Punch List. If Contractor disputes

any of the items included, it shall so note its objection on the Final Completion Punch List. When Contractor considers the Final Completion Punch List to be complete, it shall promptly sign and deliver the Final Completion Punch List to the City and Design Consultant. Failure by City, Design Consultant, Inspector of Record or Contractor to include an item on the Final Completion Punch List does not alter the responsibility of Contractor to perform the Work in accordance with the Contract Documents. Items of Work necessary for Final Completion that, for any reason, have been omitted from the Final Completion Punch List shall be added to the Final Completion Punch List upon request by City, Inspector or Record or Design Consultant made at any time prior to Final Payment.

3. Performance of Punch List

Contractor shall proceed promptly and in accordance with the Contract Time to correct and complete the items on the Final Completion Punch List, including, without limitation, any disputed items, and all such items of Work shall be completed by Contractor before the Work will be considered as Finally Complete.

4. Request for Final Inspection

Contractor shall notify City and Construction Manager when Contractor believes that the Work is Finally Complete. City, PMO, Inspector of Record, Design Consultant and such others as City deems necessary or appropriate will then make a further inspection to determine whether such Work is Finally Complete. If such inspection, or any subsequent re-inspection required pursuant hereto, discloses any item, whether or not included on the Final Completion Punch List, which must be completed or corrected before Final Completion, Contractor shall, as a condition of Final Completion, complete or correct such item, which shall then be re-inspected to confirm that such Work is Finally Completed. Contractor shall reimburse City, or City may at its option withhold from Contractor's payments, amounts incurred by City to the Inspector of Record, Design Consultant, City Consultants, or others whose services, for reasons within the control or responsibility of Contractor or the Subcontractors, are necessary for more than two (2) inspections to determine Final Completion.

5. Acceptance by City

Acceptance of the Work may only be exercised on behalf of City by the City Council. Acceptance may be exercised either after Final Completion or may be exercised, without waiving or releasing Contractor from any of its obligations under the Contract Documents, at any time after Substantial Completion and before Final Completion.

6. Notice of Final Completion

When City determines that the Work is Finally Complete, City will prepare a Notice of Final Completion on the City's form, which shall state the date of Final Completion. Regardless of the date the Notice of Final Completion is issued, Final Completion shall be deemed to have occurred on the date stated in the Notice of Final Completion.

7. Notice of Completion

In addition to issuance of the Notice of Substantial Completion and Notice of Final Completion, City shall have the right, exercised in its sole and absolute discretion, to record a Notice of Completion pursuant to California Civil Code §3093.

8. No Waiver by City

No inspections conducted pursuant to this Article 40, nor any approvals or certificates issued by City, Design Consultant or Inspector of Record shall be deemed to be a waiver or limitation on City's right to insist on Final Completion and full performance of all other conditions to Final Payment under the Contract Documents prior to issuance of Final Payment to Contractor.

Article 41. PAYMENTS WITHHELD

- a. In addition to amounts which City may retain under any and all other articles in this Contract including those entitled "Payments," and "Time for Completion and Liquidated Damages," City may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in his/her judgment may be necessary to cover:
 1. Payments which may be past due and payable for just claims against Contractor or any Subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.
 2. Defective work not remedied.
 3. Failure of Contractor to make proper payments to his/her Subcontractor or for material or labor.
 4. Completion of Contract if there exists a reasonable doubt that Contract can be completed for balance then unpaid.

5. Damage to another Contractor.
 6. Amounts which may be due City for just claims against Contractor.
 7. Failure of Contractor to keep the record ("as-built") drawings up to date.
 8. Failure to provide update on construction schedule as required by Article 7 hereof.
 9. Failure of Contractor or any Subcontractor to properly pay prevailing wages as defined in California Labor Code §§1720 et seq.
- b. City may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, City shall be deemed the agent of Contractor and any payment so made by City shall be considered as a payment made under Contract by City to Contractor and City shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. City will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

Article 42. CHANGES AND EXTRA WORK

a. CHANGES IN THE WORK

1. General

City is authorized to make Changes in the Work in accordance with the provisions of this Article 42.

2. Contract Adjustments

Contract Adjustments shall only be permitted as follows: (1) the Contract Sum Payable shall only be adjusted by means of a Change Order or Partial Change Order for Compensable Change, Deleted Work or Compensable Delay based upon Allowable Costs and Allowable Markups thereon; and (2) the Contract Time shall be adjusted by means of a Change Order or Partial Change Order for Excusable Delay, Compensable Delay or Deleted Work. All Contract Adjustments to the Contract Sum Payable shall conform, without limitation, to the requirements of this Article 42. All Contract Adjustments to the Contract Time shall conform, without limitation, to the applicable requirements of this Article 42 and to the requirements pertaining to Contract Time.

3. Exclusive Rights

The rights expressly set forth in the Contract Documents for Contract Adjustments constitute Contractor's exclusive rights for additional compensation or extensions of time and are intended to be in lieu of and wholly replace any other such rights and remedies that Contractor has under Applicable Laws for recovery or relief on account of Loss or Delay in connection with performance of the Work, it being the intent of the City and Contractor by so agreeing that if circumstances arise for which the Contract Documents do not provide to Contractor an express right to a Contract Adjustment, then such omission of an express right shall conclusively be deemed to mean that no right to a Contract Adjustment was intended and, consistent with that intent, no right to a Contract Adjustment on account of such circumstances shall by any means, legal or equitable, of interpretation, construction, inference, implication or application be considered, found or adjudged to exist.

4. Written Authorization

Without limitation to any other provisions of the Contract Documents expressly or impliedly requiring performance of Work at Contractor's Own Expense, any Change performed by Contractor pursuant to any direction other than a duly authorized and executed: Change Order; Partial Change Order; or Field Order, shall be paid for by Contractor at Contractor's Own Expense.

5. Prompt Performance

Subject to the procedures set forth in this Article 42 and elsewhere in the Contract Documents, all Changes shall be performed promptly and without Delay.

6. Governmental Approvals

Changes to the approved Drawings and Specifications shall be made by revised Drawings and Specifications that have been approved by the City and any other governmental agency having jurisdiction. Any such changes must be approved by the:

- (i) The City;
- (ii) A/E of Record;
- (iii) Structural Engineer (when applicable);
- (iv) Delegated professional Engineer (when applicable); and/or
- (v) any other governmental agency having jurisdiction, if any.

b. SIGNATURES AND AUTHORIZATIONS

1. Parties

A Change Order and/or Partial Change Order shall be executed by and between the City and Contractor. There is no reason to reserve rights on any Partial Change Orders as the parties agree that all rights are reserved, subject to proceed immediately into the Claim and then the Mandatory Claim Dispute Resolution Process. Field Orders shall be executed as provided herein below.

2. Form

Change Orders, Partial Change Orders, and Field Orders shall be executed using forms furnished by the City.

3. Written Authorization

Contractor shall not be entitled to Contract Adjustment by Change Order or Partial Change Order except as authorized in a writing by the City. Such approval shall not, however, constitute a condition to the Contractor's obligation to perform the Work, including any Extra Work, that Contractor is directed to perform by a Change Order or Partial Change Order, that is signed in advance by the City Manager, or a Field Order that is signed in advance by the City authorized representative, as required by this Article 42.

4. Written Authorization of Essence

It is of the essence to the Construction Contract between the Contractor and the City that all Contract Adjustments must be authorized in advance, in writing, as required by this article 42. Accordingly, no verbal directions, course of conduct between the parties, or express or implied acceptance of changes or of the work, and no claim that the City has been unjustly enriched (whether or not there has been such enrichment) shall be the basis for a Contract Adjustment if the Contractor has not obtained advance written authorization in the manner required by this article 42.

c. CHANGE ORDERS

1. Purpose

The purpose of a Change Order is to establish the terms of the City's and Contractor's mutual agreement to a Contract Adjustment, additive or deductive, time related, and/or any combinations thereof.

2. Content

A Change Order is a written instrument, prepared by the City, stating:

- (i) a Compensable Change or Deleted Work;
- (ii) a Compensable Delay or Excusable Delay;
- (iii) the amount of the Contract Adjustment, if any, to the Contract Sum Payable; and/or
- (iv) the extent of the Contract Adjustment, if any, to the Contract Time.

d. PARTIAL CHANGE ORDERS

1. Purpose

The purpose of a Partial Change Order is to establish the extent of the parties' mutual agreement, as far as it goes, to a Contract Adjustment, additive or deductive, time related, and/or combinations thereof.

2. Content

A Partial Change Order is a written instrument, prepared by the City, stating:

- (i) a Compensable Change or Deleted Work;
- (ii) a Compensable Delay or Excusable Delay;
- (iii) the amount of the Contract Adjustment, if any, to the Contract Sum Payable; and/or
- (iv) the extent of the Contract Adjustment, if any, to the Contract Time.

3. No Reservation of Rights Required on a Partial Change Order – Rights Automatically Reserved

Where the parties cannot reach a full and complete mutual agreement to all items set forth in a proposed change order and/or a change order request, but their competing positions do reach some agreement, then a Partial Change Order will be prepared by the City, signed by the parties, and promptly submitted for processing for payment so that money can continue to flow through the Contract at least to the extent of the parties' partial agreement. Regarding those portions of a proposed change order and/or change order request that were not agreed to, no reservation of rights need be written on the Partial Change Order as all such rights are deemed reserved provided that the proponent of the remaining disputed portions of the proposed change order and/or change order request immediately takes such remaining disputed portions thereof into the Claims, and then the Mandatory Claims Dispute Resolution, Process.

4. Waiver of Rights by City and/or Contractor

The automatically reserved rights of the City and/or the Contractor discussed in the foregoing paragraph can however be lost, waived and/or forfeited, if the proponent of any items in a proposed change order or change order request not resolved by the Partial Change Order are not submitted as a Claim, and then placed into the Mandatory Claims Dispute Resolution Process as required by these General Conditions, to be resolved. The intent of this exclusive resolution procedure set forth in these General Conditions is that if this process does not resolve a purported Contract Adjustment, in whole or in part, then both the Contractor and City agree to resolve same as close as possible to the conclusion of the event(s) and /or circumstance(s) giving rise to the Claim. In this way, the information and documentation available to both parties will be as fresh as possible and permit the best-informed resolution to occur. Both parties acknowledge that their failure and/or refusal to follow this exclusive process will irreparably prejudice the other party and as such, should a party to this Contract fail or refuse to abide by and comply with this exclusive process, any Claim, and/or remaining unresolved portion thereof, is and shall be waived and irrevocably forfeited. This exclusive process shall apply equally to the City as it does to the Contractor.

e. FIELD ORDER

1. Purpose

The purpose of a Field Order is to: (1) direct the performance of a Minor Change; (2) direct performance of Work or a Change with respect to which there exists a dispute or question regarding the obligation to proceed with such; (3) proceed with work regarding underground unforeseen conditions and/or other unforeseen conditions to be compensated on a time and material basis; or (4) direct the performance of work where performance of the work needs to proceed in advance of complete substantiation and evaluation of a proposed Contract Adjustment therefor.

2. Authorization

Field Orders must be authorized by a City authorized representative.

3. Disputed and Unresolved Changes

Each Field Order involving a Change with respect to which there is a dispute or lack of complete agreement as to the method of calculation or amount of the Contract Adjustment shall, if Contractor is ordered to do so in a Field Order signed by a City authorized representative, be performed by Contractor without Delay. Both City and Contractor shall thereafter be deemed to have reserved their respective rights and contentions with regard to the Contractor's right, or lack of right, to a Contract Adjustment on account of such Change.

4. Other Notices

Neither issuance nor execution of a Field Order shall be interpreted as relieving Contractor of its obligation to comply with the requirements of these General Conditions for timely submission of notices required by the Contract Documents, including, without limitation, Notice of Change, Change Order Request, Notice of Delay or Request for Extension.

5. Contractor's Own Expense

Without limitation to other provisions of the Contract Documents, costs incurred by Contractor or any Subcontractor for either of the following categories of Changes shall be paid by Contractor at Contractor's Own Expense: (1) any Change or portion of a Change (including, but not limited, to a Compensable Change) performed before Contractor having first obtained a Field Order, Change Order or Partial Change Order prepared and signed in the manner required above; or (2) any Change or portion of a Change (including, without limitation, a Compensable Change) described in a Field Order that is performed before receipt by the Construction Manager of a timely and complete Notice of Change or Notice of Delay under circumstances where, respectively, a Notice of Change or Notice of Delay was required.

f. PROCEDURES – NOTICE OF CHANGE

1. Submission. Contractor shall submit a written Notice of Change to Construction Manager

If any instruction, request, drawing, specification, action, condition, omission, default or other circumstance occurs that constitutes a Compensable Change, Deleted Work, Compensable Delay or other matter that may involve or require a Contract Adjustment

(additive or deductive), such notice shall be provided before commencement of performance of the Work affected and no later than five (5) days after the Discovery Date of such circumstance.

2. Form

Notices of Change shall be provided using forms furnished or approved by the City. The content of each Notice of Change in order to be considered complete shall include:

- i. a general statement of the circumstances giving rise to the Notice of Change (including, without limitation, identification of any related Field Order);
- ii. a Reasonable Order of Magnitude Estimate by Contractor of any related Contract Adjustments (additive and deductive) to the Contract Sum Payable; and,
- iii. if such circumstances involve a right to adjustment of the Contract Time due to Compensable Delay or Excusable Delay that has not been waived below, Contractor shall include, if not previously provided, a complete and timely Notice of Delay. Such Notice of Delay must be clearly communicated to the PMO at the time the issues arise.

3. Waiver by Contractor

Failure by Contractor to provide a complete and timely Notice of Change under circumstances where a Notice of Change involving a change is required shall constitute a waiver by Contractor of the right to a Contract Adjustment on account of such circumstances and a waiver of any right to further recourse or recovery by reason of or related to such change by means of the claims dispute resolution process or by any other legal process otherwise provided for under applicable laws.

4. Deductive Adjustments

Failure by Contractor to submit a timely or proper Notice of Change under circumstances in which a Notice of Change is required shall in no way affect City's right to a deductive Contract Adjustment on account of such circumstances.

g. CHANGE ORDER REQUEST

1. Submission

With respect to any matter that may involve or require a Contract Adjustment (additive or deductive) of the Contract Sum Payable, Contractor shall, within fourteen (14) Days after receipt by Construction Manager of a Notice of Change to submit to Construction Manager a written Change Order Request.

2. Form

Change Order Requests shall be provided using forms furnished by the City through the Construction Manager.

3. Content

Each Change Order Request in order to be considered complete shall include:

- (i) a detailed description of the circumstances for the Compensable Change, Deleted Work or Compensable Delay;
- (ii) documentation detailing the origination of the changes (e.g., RFI, ASI, Field Order), plan/drawing markups identifying areas in question, relevant specification sections or submittal data;
- (iii) a complete, itemized cost breakdown (additive and deductive) of the Allowable Costs that form the basis for the Contractor's request for Contract Adjustment of the Contract Sum Payable, including: (a) all of Contractor's and each Subcontractor's costs, quantities, hours, unit prices, rates and Allowable Markups and (b) if the Subcontractor's pricing is in the form of a lump sum price a detailed breakdown of the lump sum price into its component and individual items of Allowable Costs and Allowable Markup; and
 - (i) if such circumstances involve a right to a Contract Adjustment of the Contract Time due to Compensable Delay or Excusable Delay that has not been waived, Contractor shall include, if not previously provided, a complete and timely Request for Extension.
 - (ii) **All Change Order Requests that are submitted without complete backup documentation, as required**

in Article 42 of these General Conditions, will be immediately returned as incomplete.

4. Waiver by Contractor

Failure by Contractor to provide a complete and timely Change Order Request under circumstances where a Change Order Request involving a change is required shall constitute a waiver by Contractor of the right to a Contract Adjustment on account of such circumstances and a waiver of any right to further recourse or recovery by reason of or related to such change by means of the claims dispute resolution process or by any other legal process otherwise provided for under applicable laws.

5. Deductive Adjustments

Failure by Contractor to submit a timely or proper Change Order Request under circumstances in which submission of a Change Order Request is required shall in no way affect City's right to a deductive Contract Adjustment on account of such circumstances.

6. Formal Notice of Essence

Contractor recognizes and acknowledges that timely submission of a formal Notice of Change and Change Order Request, whether or not the circumstances of the Change may be known to the City or available to City through other means, is not a mere formality but is of crucial importance to the ability of City to promptly identify, prioritize, evaluate, and mitigate the potential effects of Changes. Any form of informal notice, whether verbal or written (including, without limitation, statements in Requests for Information, statements at regular job meetings or entries on monthly reports, daily logs, or job meeting minutes), that does not strictly comply with the formal requirements set forth herein shall accordingly be insufficient.

h. PRICING - BASIS OF CALCULATION

1. Changes Not Involving Time

Contract Adjustments to the Contract Sum Payable on account of Compensable Changes or Deleted Work, other than Contract Adjustments to the Contract Sum Payable for Compensable Delay, shall be calculated, by one of the following methods:

(i) Lump Sum

By mutual acceptance of a lump sum proposal from Contractor based solely on Allowable Costs and Allowable Markups that is properly itemized and supported by sufficient substantiating data to permit evaluation.

(ii) Unit Prices

By the unit prices set forth in the Contract or such other unit prices as are subsequently and mutually agreed to in writing between the City and Contractor, with no amount added thereto for Allowable Markups.

(iii) Estimating Guides

For Compensable Changes with respect to which City has elected to make a unilateral and final determination, by the sum of all the following: (1) the reasonable value of materials and equipment documented as having been actually incorporated into the Work, which reasonable value may be less but shall never be more than Contractor's actual Allowable Costs therefor; (2) an estimate of the reasonable costs of labor, installation and other services using the lower of the estimated prices for the locale of the Project (or if prices are not reported for the locale of the Project, the estimated prices that are reported for the region in which the Project is located) as reported in the following recognized estimating guides: (a) R. S. Means Company, Inc. Building Construction Cost Data, Western Region - Latest Edition, P.O. Box 800 Kingston, MA 02364-800; or (b) Lee Saylor, Inc. Current Construction Costs - Latest Edition, 9420 Topanga Canyon Boulevard, Woodland Hills, CA 91311; and (3) the amount that results when the applicable Allowable Markup is applied to the sum of the amounts derived from Clauses (1) and (2) of this Subparagraph.

(iv) Time and Materials

With respect to Compensable Changes, if none of the three methods described immediately above is applicable, then the additive amount increasing the Contract Sum Payable shall be calculated by taking (a) the total of the reasonable expenditures by Contractor and its Subcontractors, documented in the manner required below for Allowable Costs that are actually and directly incurred and paid in the performance of the Compensable Change, not to exceed for any Compensable Change a price that is reasonable, competitive and fair to City given the amount and type of Work involved and the circumstances under which the Compensable Change is performed, and adding thereto the amount which result when the applicable Allowable Markups are applied to such total. A Contract Adjustment that is calculated in this manner shall be subject to a not-to-exceed or guaranteed maximum price if such not-to-exceed or guaranteed maximum price

has been mutually agreed upon between City and Contractor. If Contractor has reason to believe that a lump sum or unit price for a Subcontractor's performance of a portion of Extra Work authorized to be performed on a time and materials basis is available and Contractor has reason to believe such price is lower than the price that would be charged by the Subcontractor pursuant to the foregoing time and materials calculation, then Contractor has an obligation to inform City of that fact (along with the provision to the City of a complete itemized breakdown of same) so as to afford City the opportunity, on a fully informed basis as to the component Allowable Costs and Allowable Markups that comprise such price, to avail itself of such favorable pricing.

(v) Deleted Work

Except as otherwise provided below, in the case of Deleted Work, the credit amount used to reduce the Contract Sum Payable shall be calculated by taking: (a) the greater of either (i) the value assigned to the Deleted Work in the Schedule of Values, exclusive of all estimated markups by Contractor and any Subcontractor for overhead and profit (or, if insufficient detailed information on costs, overhead and profit for the Deleted Work is explicitly assigned in the Schedule of Values, as derived from the cost, bidding and/or estimating information that formed the basis for the establishment of the values set forth in such Schedule of Values); or (ii) a reasonable estimate of the value (based on savings of Allowable Costs only) of the Deleted Work (exclusive of any markups for overhead or profit) as of the Bid/Proposal Closing Deadline plus (b) a credit for any indirect (i.e., corporate, home office and general administrative) overhead and profit by Contractor and its Subcontractors, of every Tier, on the Deleted Work sufficient to ensure that the amount retained by Contractor or any Subcontractor for the Deleted Work does not exceed the amount of Allowable Markup that is permitted to be retained by each, respectively, pursuant to the calculations of applicable credits that result from the application of the Allowable Markups that are set forth below. The foregoing credit to City shall be in addition to any other credit that may be due to City for Contract Adjustments shortening the Contract Time due to Deleted Work.

2. Changes Involving Time

Contract Adjustments that are based on an extension of the Contract Time for Compensable Delay or a shortening of the Contract Time due to Deleted Work shall be calculated exclusively in the manner stated herein below, with no Allowable Markup thereon for Contractor or any Subcontractor, of any Tier. A complete and detailed Time Impact Analysis must be submitted along with a previously approved CPM schedule. This must be accompanied by a comprehensive narrative explaining the critical path activities that were impacted by the changes, the duration of the impact(s), the cause(s) of the impact, the potentially responsible person(s) and the associated Project documentation (RFIs, ASIs, etc.). Contract Adjustments that are based on an acceleration in performance of the Work that is ordered by City in writing to overcome a Compensable Delay for which the Contractor is entitled to an extension of the Contract Time that has been properly requested and is not granted by City due to a City decision to accelerate rather than extend the Contract Time shall be calculated exclusively in the manner stated below.

3. Time and Materials Documentation

Without limitation to any other provisions of the Contract Documents, Contractor's right to reimbursement of Allowable Costs incurred by Contractor or its Subcontractors in the performance of a Compensable Change for which the Contract Adjustment is calculated pursuant to the time and materials method set forth above, shall be conditioned on Contractor's compliance with the following conditions with respect to documentation of the Extra Work that is involved in the performance of the Compensable Change:

(i) Labor

At the close of each Day on which such Extra Work is performed, Contractor shall submit to Construction Manager and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by City, that sets forth with respect to each and all of the actual hours spent in performance of the Extra Work on the Day that the Extra Work was performed the following: the names of the workers, their classifications, hours worked and hourly rates. Such forms shall include a written certification by Contractor's project manager or superintendent at the time of submission that the information contained therein is complete and accurate.

(ii) Materials, Equipment

At the close of each Day on which such Extra Work is performed, Contractor shall submit to Construction Manager and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by City, that sets forth with respect to each and all of the materials and equipment used or consumed in the performance of the Extra Work on the Day that the Extra Work was performed, the following: a list of the materials and equipment, prices or rates charged, in the case of equipment a description of the type of equipment, identification number, and hours of operation (including loading and transportation), and copies of delivery tickets, invoices or other documentation confirmatory of the foregoing.

(iii) Other Services or Expenditures

At the close of each Day on which such Extra Work is performed, Contractor shall submit to Construction Manager and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by City, that sets forth a list of other expenditures constituting Allowable Costs incurred in performance of the Extra Work on the Day that the Extra Work was performed, along with documentation verifying the amounts thereof in such detail as City may require.

(iv) Subsequent Documentation

Documentation not available on any Day that a portion of the Extra Work is performed shall be submitted as soon as they are available but not later than twenty-one (21) Days after the earlier of the Day of delivery or incorporation of the particular item of Extra Work at the Site.

(v) Subcontractor Costs

Extra Work performed by Subcontractors shall be performed on a time and materials basis and documented in the same manner as required of Contractor and shall not, unless approved in writing by Construction Manager, be based on a lump sum or unit price; provided, however, that if Contractor has reason to believe that a lump sum or unit price for a Subcontractor's performance of all or a portion of Extra Work authorized by City to be performed by Contractor on a time and materials basis is available and Contractor has reason to believe such price is lower than the price that would be charged by the Subcontractor on a time and materials basis, then Contractor has an obligation to inform Construction Manager of that fact (along with provision to City of a complete itemized breakdown) so as to afford City the opportunity to avail itself of such favorable pricing.

(vi) Authentication

In addition to the foregoing, City may require that Contractor comply with other reasonable requirements pertaining to observation and verification of time and materials work and authentication of time and material tickets and invoices by persons designated by City for such purpose.

4. Waiver by Contractor

The failure of Contractor to submit authentication of costs in the manner required hereby shall, if City elects in its reasonable discretion to treat it as such, constitute a waiver by Contractor of any right to a Contract Adjustment to the Contract Sum Payable for the Allowable Costs incurred for performance of that portion of the Extra Work for which Contractor has failed to provide such authentication.

i. ALLOWABLE COSTS

The term "Allowable Costs" (1) means the costs that are listed below and (2) excludes costs that do not constitute Allowable Costs as stated herein below:

1. Labor

Straight-time wages and, if specifically authorized by City in writing, for employees employed at the Site, including wages for employees of Subcontractors performing engineering or fabrication detailing at locations other than at the Site. The use of a labor classification which would increase the Allowable Costs for Extra Work will not be permitted unless Contractor establishes the necessity for the use of such labor classification. Overtime wages and salaries shall only constitute an Allowable Cost to the extent permitted by the Contract Documents and only as specifically authorized by City in writing setting forth the amount of overtime anticipated, which amount shall be deemed the maximum amount of overtime reimbursable as an Allowable Cost. As part of the Allowable Costs permitted by this Subparagraph, Contractor shall be entitled to be reimbursed wages paid to a "time and materials clerk" employed by Contractor to track and document Compensable Changes that are authorized or permitted to be performed on a time and materials basis, provided that the time expended by such employee is verified by contemporaneously maintained time sheets maintained by such clerk showing the actual time spent tracking and documenting the performance of Compensable Changes separately from other tasks or functions performed by such clerk. Labor rates for all trades shall be submitted to the PMO at the beginning of the Project and shall include calculations for fully-burdened rates based on the verified prevailing wages per DIR (<https://www.dir.ca.gov/OPRL/2019-1/PWD/index.htm>) at the time of the bid/proposal is submitted, and using the attached Labor Rate Worksheet (Appendix 1 to these General Conditions).

2. Benefits

To the extent based on wages reimbursable above, net actual employer costs of payroll taxes (FICA, Medicare, SUTA, FUTA), insurance (as adjusted for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, or the like), health and welfare, pension, vacation, apprenticeship funds and benefits required by the Project Labor Agreement (if applicable), Labor Compliance Program (if applicable) or lawful collective bargaining agreements.

3. Materials

Costs of materials used or consumed in the Work at a price that is competitive to the price charged for similar materials delivered within the general vicinity of the Site by other subcontractors, suppliers, manufacturers, and distributors. The cost for any such item that is not new shall mean "fair market value" based on the estimated price a reasonable purchaser would pay to purchase the used material at the time it was used or consumed for the Work, which fair market value must be declared by Contractor and approved by City prior to such use or consumption. Provide detailed supplier/vendor invoices for all materials included in Change Order Requests.

4. Taxes

Sales taxes on the costs of the materials described above, and a prorated portion of applicable City gross receipts taxes payable by Contractor (not Subcontractors) that is allocable to the value of the Extra Work or Deleted Work involved.

5. Equipment Rental

Rental charges for necessary machinery and equipment, exclusive of hand tools, whether rented from Contractor or others. No charge shall be allowed or credit required for items which have a replacement value of One Hundred Dollars (\$100) or less. The allowable rental rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, loading, transportation, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. If equipment used for Extra Work is used intermittently and, when not in use, could be returned to its rental source at less expense to City than holding it at the Site, it shall be returned, unless Contractor elects to keep it at the Site at no expense to City. Under no circumstances shall the aggregate rentals chargeable for any item of equipment exceed the following percentages of the fair market value of the item at the time of its first use for the Work, which fair market value must be declared by Contractor and approved by PMO prior to the first use of such item in or for the Work: (1) if the item is owned by the Contractor or any company affiliated with Contractor, the aggregate rentals shall not exceed 75% of such fair market value; and (2) if the item is not owned by the Contractor or any company affiliated with Contractor, the aggregate rentals shall not exceed 100% of such fair market value. All equipment shall be acceptable to City, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment, and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer. The cost of major repairs or overhaul of rented equipment or machinery shall be deemed a cost of business of the lessor of such equipment or machinery and shall not be reimbursable as an Allowable Cost.

6. Subcontractors

Payments made by Contractor to Subcontractors; provided, however, that: (1) such payment are not otherwise precluded from reimbursement by the terms of the Contract Documents; (2) such payments are for Work performed in accordance with the requirements of the Contract Documents; (3) such payments are for amounts properly due and owing by Contractor under the terms of the governing contract between Contractor and such Subcontractor; and (4) in the case of payments for extra work performed by a Subcontractor pursuant to a change order executed between Contractor and a Subcontractor the change order was executed under circumstances in which the Subcontractor was entitled under the terms of its contract with Contractor to receive the amount of additional compensation agreed to in the change order.

7. Royalties, Permits

Costs of royalties and permits.

8. Bonds

Costs of bonds required to be furnished by Contractor (not Subcontractors) under the terms of the Contract Documents; provided, however, that such additional costs chargeable for Extra Work or credited for Deleted Work shall not exceed two percent (2%) of the costs described above.

j. COSTS NOT ALLOWED

Allowable Costs shall not include any of the costs associated with any of the following (whether incurred by Contractor or a Subcontractor):

1. superintendent(s);
2. assistant superintendent(s);
3. project engineer(s);
4. project manager(s);
5. scheduler(s);
6. estimator(s);
7. drafting or detailing (except as otherwise permitted above);
8. vehicles not dedicated solely to the performance of the Work;
9. small tools with a replacement value not exceeding One Hundred Dollars (\$100);
10. office expenses, including staff, materials, and supplies;
11. on-Site and off-Site trailer and storage rental and expenses;
12. Site fencing not added solely due to the performance of Extra Work;
13. utilities, including gas, electric, sewer, water, telephone, telefax and copier equipment;
14. computer and data-processing personnel, equipment, and software;
15. federal, state, or local business, income, and franchise taxes;
16. insurance (including, without limitation, general liability, automobile, and worker's compensation) unless related to i. 2. above;
17. without limitation to Contractor's rights, costs, of any kind, incurred by Contractor or a Subcontractor, of any Tier, that arise from or relate to Delay or acceleration to overcome the effects of Delay; and
18. costs and expenses of any kind or item not specifically and expressly included in the Allowable Costs paragraph above.

k. ALLOWABLE MARKUPS

Allowable Markups consist of the percentages set forth above that, except as otherwise stated in the Contract Documents, are the maximum percentages (for Compensable Changes) and the minimum percentages (for Deleted Work) to be used for purposes of computing Contract Adjustments by means of the pricing methods set forth above. Subject to the exclusions and limitations set forth below, or elsewhere in the Contract Documents, Allowable Markups include and are limited to the following:

1. Self-performed Work

(i) Compensable Change

Compensable Change. With respect to all or that portion of a Compensable Change involving Self-Performed Work, the Allowable Markup to Contractor shall be not more than fifteen ten percent (15%) for labor, and fifteen percent (15%) for materials and equipment, which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the Allowable Costs incurred by Contractor in performance of such Self-Performed Work, including, without limitation, Allowable Costs for materials or equipment purchased by Contractor from a first-Tier Subcontractor that is not an Installation Subcontractor.

(ii) Deleted Work

With respect to or that portion of Deleted Work involving Self- Performed Work, the City shall, in addition to the credit for Allowable Costs calculated above, be entitled to a credit of eight percent (8%) of such Allowable Costs.

2. Installation Subcontractors (First-Tier)

(i) Compensable Change

With respect to all or that portion of a Compensable Change that is performed by a first-Tier Installation Subcontractor, the Allowable Markups to the first-Tier Installation Subcontractor and the Contractor shall be as follows:

- (a)** The Allowable Markup to the first-Tier Installation Subcontractor shall be not more than ten percent (10%) for labor, and fifteen percent (15%) for materials and equipment, which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the Allowable Costs that are incurred by such first-Tier Installation Subcontractor in the performance of such Compensable Change.
- (b)** The Allowable Markup to Contractor shall be five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the sum of (i) the Allowable Costs incurred by such first-Tier Installation Subcontractor and (ii) the amount which results when the Allowable Markup thereon pursuant to preceding Clause (a) of this Subparagraph is multiplied times such Allowable Costs.

(ii) Deleted Work

With respect to all or that portion of Deleted Work that was to have been performed by a first-Tier Installation Subcontractor, City shall, in addition to the credit for savings in Allowable Costs provided for above, be entitled to the following:

- (a)** A markup credit shall be due from the first-Tier Installation Subcontractor of not less than eight percent (8%) of the amount of the Allowable Costs savings to the first-Tier Installation Subcontractor as calculated above.
- (b)** An additional credit shall be due from Contractor of not less than five percent (5%) of the amount of the total credit due from the first-Tier Installation Subcontractor as calculated above.

3. Installation Subcontractors (Second-Tier)

(i) Compensable Change

With respect to all or that portion of a Compensable Change that is performed by a second-Tier Installation Subcontractor, the Allowable Markups to such second-Tier Installation Subcontractor, to the first-Tier Installation Subcontractor that is above and in the same vertical contractual line of Tiers with such second-Tier Installation Subcontractor and to the Contractor, shall be as follows:

- (a)** The Allowable Markup to the second-Tier Installation Subcontractor shall be not more than ten percent (10%) for labor, and fifteen percent (15%) for materials and equipment, which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the Allowable Costs incurred by such second-Tier Installation Subcontractor in the performance of such Compensable Change.
- (b)** The Allowable Markup to the first-Tier Installation Subcontractor that is above and in the same vertical contractual line of Tiers with such second-Tier Installation Subcontractor shall be not more than five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the sum of (i) the Allowable Costs that are incurred by such second-Tier Installation Subcontractor in the performance of such Compensable Change and (ii) the amount which results when the Allowable Markups thereon are multiplied times such Allowable Costs.
- (c)** The Allowable Markup to Contractor shall be five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the sum of (i) the Allowable Costs incurred by the second-Tier Installation Subcontractors in the performance of such Compensable Change and (ii) the amounts which result when the Allowable Markups thereon pursuant to Clauses (a) and (b) of this are multiplied times such Allowable Costs.

(ii) Deleted Work

With respect to all or that portion of Deleted Work that was to have been performed by a second-Tier Installation Subcontractor, the City shall, in addition to the credit for savings in Allowable Costs provided for above, be entitled to the

following:

- (a) A markup credit shall be due from the second-Tier Installation Subcontractor of eight percent (8%) of the amount of the Allowable Costs savings to the second-Tier Installation Subcontractor as calculated above.
- (b) A markup credit shall be due from the first-Tier Installation Subcontractor of five percent (5%) of the amount of the total credit due from the second-Tier Installation Subcontractor as calculated above.
- (c) A markup credit shall be due from the Contractor of five percent (5%) of the amount to total credits due from the first and second-Tier Installation Subcontractors as calculated above.

4. Other Subcontractors and Maximum Aggregate Markup

(i) Compensable Changes

With respect to any other Subcontractor, of any Tier, performing all or a portion of a Compensable Change who is not an Installation Subcontractor or who is an Installation Subcontractor below the second-Tier, the following shall apply:

- (a) No markup shall be allowed to such other Subcontractor.
- (b) The Subcontractor that is positioned in the Tier immediately above such other Subcontractor shall be entitled to an Allowable Markup of not more than five percent (5%) upon the Allowable Costs incurred by such other Subcontractor in the performance thereof.
- (c) Except as permitted above, no other Allowable Markup by any Subcontractor of any Tier above such other Subcontractor shall be permitted.
- (d) Contractor shall be entitled to an Allowable Markup of five percent (5%) of the sum of (i) the Allowable Costs incurred by such other Subcontractor in the performance thereof and (ii) the amount which results when the Allowable Markup permitted by Clause (b) of this Subparagraph is multiplied times such Allowable Costs.
- (e) The maximum aggregate or cumulative markup, for any and all compensable changes performed by Contractor and/or any tier Subcontractor, shall not exceed twenty percent (20%) for labor and twenty-five percent (25%) for materials and equipment, inclusive of the final allowable markup of five percent (5%) to Contractor for oversight and management of all Subcontractor tiers.

(ii) Deleted Work

Notwithstanding anything stated above, to the contrary, with respect to all or a portion of Deleted Work to be performed by any other Subcontractor, of any Tier, who is not an Installation Subcontractor or who is Installation Subcontractor below the second-Tier, there shall be included in the calculation of the Contract Adjustment the following credits to City:

- (a) The City shall be entitled to a credit for the full amount of the price (including all direct and indirect overhead and profit) agreed to or proposed by such Subcontractor for such Deleted Work to be performed by such Subcontractor.
- (b) The City shall be entitled to a credit for any and all markups to such Subcontractor's price that are added by Contractor or by any Subcontractor who is positioned in a Tier that is above and in the same vertical contractual line of Tiers with such Subcontractor.

I. REVIEW OF MARKUPS

It is Contractor's responsibility to review information submitted by Subcontractors to ensure that all markups comply with the requirements of the Contract Documents. Payment by the City of markups that exceed Allowable Markups shall not be considered as a waiver by City of the right to require repayment by Contractor of any markup charged that is in excess of Allowable Markups and such excess amounts shall be promptly paid by Contractor to City.

m. EXCLUSIONS AND LIMITATIONS

Allowable Markups are not permitted: (1) on agreed unit prices; (2) on City Furnished Materials; (3) on liquidated damages payable to Contractor for Compensable Delay; (4) to a Subcontractor who contracts to perform a Compensable Change that is in fact wholly performed by another Subcontractor (for purposes of this Paragraph, "wholly performed" means that all of the Compensable Change, other than supervision or minor labor or materials, are furnished by such other Subcontractor); or (5)

on any Cost of Work or other compensation or cost with respect to which the Contract Documents state that there shall be "no Allowable Markup", "no markup for overhead and profit" or words of similar meaning.

n. NET CALCULATIONS

If any single Change or collection of Changes in the same or related portions of the Work, or in multiple portions of Work covered by a single bulletin or instruction by City, Construction Manager or a City Consultant, involve both Compensable Change and Deleted Work, and if the added Allowable Costs resulting from the Compensable Change exceed the reduction calculated in accordance with the requirements above, (excluding any Allowable Markup to the Contractor) then the calculation of Allowable Markups to Contractor shall be based on and limited to the resulting net increase in such Allowable Costs.

o. UNIT PRICES

Unless otherwise stated in the Contract Documents, unit prices stated in the Contract Documents or subsequently agreed upon by City and Contractor shall be deemed to include and encompass all costs of performance, overhead and profit, including, without limitation, all Allowable Costs and Allowable Markups. If the unit price stated in the Contract Documents is based on an estimated quantity established by City in the Construction Contract and the actual quantity of such unit-priced item varies by more than 25% above or below the estimated quantity, an equitable adjustment in the Contract Sum Payable shall be made upon demand of either City or Contractor. Such equitable adjustment shall be based solely upon any increase or decrease in Allowable Costs (without any Allowable Markups), due solely to the variation above 125% or below 75% of the estimated quantity.

p. DISCOUNTS

For purposes of determining Allowable Costs of a Compensable Change, all trade discounts, rebates, refunds, and returns from the sale of surplus materials and equipment shall accrue and be credited to City, and Contractor shall take all necessary steps to ensure that such discounts, rebates, refunds, and returns are secured.

q. PROMPT PRICING

It is fundamental to the City's objective of controlling costs that performance of Compensable Changes on a time and materials basis of compensation and without a not-to-exceed price be curtailed. Contractor recognizes that prompt pricing by Contractor is critical to this objective. Accordingly, in addition to and without limitation on any of the City's other rights or remedies, including, without limitation, its right to enforce a waiver, it is agreed that if Contractor fails to timely submit a complete Change Order Request with respect to any circumstance, event or occurrence constituting a Compensable Change: (1) any Delay to the performance of the Work associated with the performance, delayed performance or nonperformance of such Compensable Change shall be conclusively deemed to be an Unexcused Delay; and (2) the City shall have the option, exercised in its sole discretion, to unilaterally fix and determine the amount of the Contract Adjustment to the Contract Sum Payable for such Compensable Change based on the "estimating guide" method set forth above, which determination shall be conclusively final and binding upon Contractor.

r. FINAL PAYMENT

No Claim by Contractor for adjustment to the Contract Sum Payable shall be allowed if asserted after Final Payment.

s. Full Resolution

Except as otherwise stated below, the signing of a Change Order by Contractor and the City shall be conclusively deemed to be a full resolution, settlement and accord and satisfaction with respect to any and all Loss and Delay, whether known or unknown at the time of execution of the Change Order, related to the subject matter of the Change Order including, without limitation, all rights to recovery of costs, expenses or damages for delay, disruption, hindrance, interference, extended or extraordinary (direct and indirect) overhead, multiplicity of changes, loss of productivity, labor, wage or material cost escalations, inefficiency, legal expenses, consultant costs, interest, lost profits or revenue, bond and insurance costs, changes in taxes and other similar and related Losses. The foregoing provisions of this Article shall, whether or not they are expressly stated or referenced on the face of a Change Order, be deemed to be part of the terms of the Change Order and shall be deemed to supersede and govern over any other provision contained in any proposal, estimate or other documents attached to or referenced in such Change Order that conflicts with the provisions of this Article.

t. NO "TOTAL COST" CALCULATIONS

Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that, if required, will reflect the actual costs of the Work incurred or avoided for multiple items of Compensable Change and, on an event-by-event basis, the effect of multiple and concurrently occurring or caused Compensable Delays on the progress of the Work. Accordingly, Contractor agrees that all Change Order Requests and Claims shall be itemized in a manner that, with reasonable mathematical certainty and without reliance upon probabilities or inferences, segregates on a discrete, event-by-event basis the direct, actual Allowable Costs associated with each individual Compensable Change or Compensable Delay. Unless otherwise agreed to by City in writing in the exercise of its sole discretion, Change Order Requests and Claims shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to establish Contractor's entitlement to additional compensation inferentially based, solely or principally, on the difference between Contractor's total costs for the Work or a portion of the Work and its original estimate of costs for performance of the Work.

u. MULTIPLE CHANGES

The City reserves the absolute right to make whatever Changes, including, without limitation, Compensable Changes or Deleted Work, that it determines, in its sole discretion, are necessary or otherwise desirable. Under no circumstances shall the individual or cumulative number, value or scope of such Changes, or their individual and cumulative impact on the Work, become a basis for Contractor to assert any claim for breach of contract, abandonment, rescission, termination, cardinal change or reformation of the Construction Contract, nor shall such circumstances be the basis for Contractor, or any of the Subcontractors, of any Tier, to assert a right of recovery of any Loss if such right is not permitted by, or is in excess of that allowed under, the Contract Documents.

v. CONTINUOUS PERFORMANCE

No dispute or disagreement with respect to any Changes or Delay, including, without limitation, disputes over Contractor's right to or the terms of a Contract Adjustment, shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work, including performance of any disputed Changes.

Article 43. DEDUCTIONS FOR UNCORRECTED WORK

If City deems it inexpedient to correct work injured or not done in accordance with Contract, an equitable deduction from Contract Price shall be made, therefore.

Article 44. PAYMENTS BY CONTRACTOR

Contractor shall pay:

- a. For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered,
- b. For all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at site of Project and balance of cost thereof not later than the 30th day following completion of that part of work in or on which such materials, tools, and equipment are incorporated or used, and
- c. To each of his/her Subcontractors, not later than the 5th day following each payment to Contractor, the respective amounts allowed Contractor on account of work performed by respective Subcontractor to the extent of such Subcontractor's interest therein.

Article 45. CONTRACTOR'S SUPERVISION

- a. Unless personally present on the premises where work is being done, Contractor shall keep on the work, during its progress, a competent full-time job (project) superintendent satisfactory to City. The job superintendent shall not be changed except with the written consent of City unless the job superintendent proves to be unsatisfactory to Contractor and ceases to be in his/her employ. The job superintendent shall represent Contractor in his/her absence and all directions given to him shall be as binding as if given to Contractor. Other directions shall be confirmed on written request in each case.
- b. Contractor shall give efficient supervision to work, using his/her best skill and attention to control safety and job coordination. He shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to architect any error, inconsistency, or omission which he may discover. The Contractor shall not be liable to City for any damage resulting from errors or deficiencies in the Contract Documents or other instructions by the Architect.

Article 46. INSPECTOR'S FIELD OFFICE

- a. Contractor shall provide for the use of inspector a separate trailer or temporary private office of not less than hundred square feet of floor area to be located as directed by inspector and to be maintained until removal is authorized by City. The Office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key-type lock or padlock hasp. The inspector's field office shall have heating and air-conditioning and use of an on-site copier and scanner at Contractor's expense.
- b. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.
- c. The provisions of this section are intended to be complementary to any requirements provided elsewhere in these Contract Documents, however in the event of conflicts between this section and other provisions of these Contract Documents, this section shall prevail.

Article 47. DOCUMENTS ON WORK

- a. Contractor shall keep one copy of all Contract Documents, including Addenda, Change Orders, and the prevailing wage rates applicable at the time of the Contract, which are a part of Contract Documents, on job at all times. Said documents shall be kept in good order and shall be available to City representative, Architect, and his/her representatives.

- b. Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request of City.

Article 48. RECORD ("AS BUILT") DRAWINGS

- a. Contractor shall maintain a clean, undamaged set of Contract drawings and shop drawings. In addition to maintaining one complete set of record drawings (herein referred to as "as-builts"), Contractor shall require each trade to do its own as-builts. The trade as-builts shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the City's representative or Architect. Contractor shall mark the set to show the actual installation where the installation varies from the work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and accurately where shop drawings are used and shall record a cross-reference at the corresponding location on the Contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the work.
- b. Contractor shall note related change order numbers where applicable. Contractor shall organize record drawings sheets into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set.
- c. At the end of the Project, the Contractor shall provide the City representative with a complete set of as-built drawings. The complete set shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the City's representative or Architect. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire, alarm, gas, and plumbing.

Article 49. UTILITY USAGE

- a. All temporary utilities, including but not limited to electricity, water, gas, and telephone used at work shall be furnished and paid for by Contractor. Contractor shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the work. Upon completion of work, Contractor shall remove all temporary distribution systems.
- b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.
- c. All permanent meters installed shall be listed in the Contractor's name until completion occurs, as defined in Article 6 hereof, at which time further pro-rating will be determined if necessary. When City begins using the Project, charges over and above power actually used for construction will be the responsibility of the City.
- d. If Contract is for construction in existing facilities, Contractor may, with written permission of City, use City's existing utilities by making prearranged payments to City for utilities used by Contractor for construction.

Article 50. SANITARY FACILITIES

The Contractor shall provide a sanitary temporary toilet building as directed by the inspector for the use of all workers. The building shall be maintained in a sanitary condition at all times and shall be left at the site until the inspector directs removal. Use of toilet facilities in the work under construction shall not be permitted except by approval of the inspector.

Article 51. TRENCHES

If the Contract Price exceeds \$25,000, the Contractor shall submit to the City or a registered civil or structural engineer employed by the City, 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 any trench or trenches five feet or more in depth. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer. No excavation of such trench or trenches shall be commenced until said plan has been accepted by City or the person to whom authority to accept has been delegated by City.

Article 52. PROTECTION OF WORK AND PROPERTY

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of his/her fault or negligence in connection with the prosecution of this Contract. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the City. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and Contract Documents. Contractor shall take all necessary precautions for the safety of employees on the Project and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of his/her organization on the work, whose duty shall be prevention of accidents. The name and position of the person so designated shall be reported to City by Contractor.

- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from Architect or City, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so authorized or instructed by Architect or City. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.
- c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.
- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto, and repair any damage thereto caused by construction operations. Contractor shall:
 - 1. Enclose working area with a substantial barricade, arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities, and perform work which may interfere with school routine before or after school hours. (This subsection applies to new construction on existing sites.)
 - 2. Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - 3. Deliver materials to the building area over a route designated by Architect.
 - 4. When directed by City, take preventive measures to eliminate objectionable dust.
 - 5. Confine Contractor's apparatus, the storage of materials, and the operations of his/her workers to limits indicated by law, ordinances, permits, or directions of Architect. Contractor shall not unreasonably encumber premises with his/her materials. Contractor shall enforce all instructions of City and Architect regarding signs, advertising, fires, danger signals, barricades, and smoking and require that all persons employed at work comply with all regulations while on construction site.
 - 6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, licensed in the State of California, at no cost to the City.

Article 53. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at his/her expense. Such work shall be done by a qualified civil engineer or land surveyor licensed in California and approved by the Architect. Any required "as-built" drawings of site development shall be prepared by a qualified civil engineer or land surveyor licensed in California and approved by the Architect.

Article 54. REMOVAL OF HAZARDOUS MATERIALS

- a. Since removal and/or abatement of asbestos, PCBs and other toxic wastes and hazardous materials is a specialized field of work with specialized insurance requirements, unless otherwise specified in the Contract Documents, Contractor shall contract directly for such specialized services, if required.
- b. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the City, inspector, and Architect in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless, by written agreement of the City and Contractor, or by arbitration under Article 71 hereof.

Article 55. CUTTING AND PATCHING

- a. Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good after them as Architect may direct.
- b. All cost caused by defective or ill-timed work shall be borne by party responsible, therefore.
- c. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with consent or at the direction of Architect.

Article 56. CLEANING UP

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by this work. Contractor shall not leave debris under, in, or about the premises. Upon completion of work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and Contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

Article 57. CORRECTION OF WORK BEFORE FINAL PAYMENT

- a. Contractor shall promptly remove from the premises all work condemned by City as failing to conform to the Contract, whether incorporated or not. Contractor shall promptly replace and re-execute his/her own work to comply with Contract Documents without additional expense to City and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- b. If Contractor does not remove such condemned work within a reasonable time, fixed by written notice, City may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) days' time thereafter, City may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

Article 58. ACCESS TO WORK

City and its representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access so that City's representatives may perform their functions under Contract.

Article 59. OCCUPANCY

City reserves the right to occupy buildings at any time before completion, and such occupancy shall not constitute final acceptance of any part of work covered by this Contract.

Article 60. CITY'S INSPECTOR

- a. If applicable, an inspector will be employed by City.
- b. All work shall be under the observation of said inspector. He shall have free access to any or all parts of work at any time. Contractor shall furnish inspector reasonable facilities for obtaining such information as may be necessary to keep the inspector fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve Contractor from any obligation to fulfill this Contract. In addition to the City's rights outlined in Article 13, inspector or Architect shall have authority to stop work whenever the provisions of the Contract Documents are not being complied with, and Contractor shall instruct his/her employees accordingly.

Article 61. TESTS AND INSPECTIONS

- a. If Contract, City's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, Contractor shall give notice in accordance with such authority of its readiness for observation or inspection **at least two (2) working days before being tested or covered up.** If inspection is by a public authority other than City, Contractor shall inform City of date fixed for such inspection. Required certificates of inspection shall be secured by Contractor. Observations by City shall be promptly made and where practicable at source of supply. If any work should be covered up without approval or consent of City, it must, if required by City, be uncovered for examination and satisfactorily reconstructed at Contractor's expense in compliance with the Contract. Costs for testing and inspection shall be paid by City. Costs of tests of any materials found not to be in compliance with the Contract shall be paid by the Contractor.
- b. Project Inspector and testing lab will be employed by the City and approved by the A/E of Record, Structural Engineer (when applicable).
- c. Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials, or samples of materials to be tested shall be selected by such laboratory or agency, or City's representative, and not by Contractor.
- d. In advance of manufacture of materials to be supplied by Contractor under the Contract, which by the terms of the Contract must be tested, Contractor shall notify City in advance so that City may arrange for testing of same at the source of supply. Any materials shipped by Contractor from the source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from City's representative that such testing and inspection will not be required, shall not be incorporated into the work without the prior approval of City and subsequent testing and inspection.
- e. Re-examination of questioned work may be ordered by City. If so ordered, work must be uncovered by Contractor. If such work is found to be in accordance with the Contract Documents, City shall pay the costs of re-examination and replacement. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay such costs.

Article 62. SOILS INVESTIGATION REPORT

Except as provided in Article 68, when a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this Contract. Nevertheless, with respect to any such soils investigation and/or geotechnical report regarding the site, it shall be the responsibility of the Contractor to review and be familiar with such report. Any information obtained from such report, or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the Contract, unless otherwise specifically provided. Contractor is required to make a visual examination of site and must make whatever tests he deems appropriate to determine the underground

condition of the soil. Limited soil tests and subsurface investigations, if any, are available for review and consideration by Contractor and were conducted for the purpose of design only. Subsurface investigation information is made available by City solely as a matter of convenience and general information for Contractor and Contractor is expected to review and be familiar with such information. No representation is made by City or Architect that information provided is completely representative of all conditions and materials which may be encountered. If such a report is referenced in the Contract Documents for performance of the Work, such reference shall be to establish minimum requirements only. Further, no representation is made by City or Architect that information provided is solely adequate for purposes of construction. City disclaims responsibility for interpretations by Contractor of soil and subsurface investigation information, such as in protecting soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence, level, and extent of underground water. Contractor shall determine means, methods, techniques, and sequences necessary to achieve required characteristics of completed Work. Conditions found after execution of the Agreement to be materially different from those reported and which are not customarily encountered in the geographic area of the Work shall be governed by provisions of the General Conditions of the Contract for unforeseen conditions.

Article 63. ARCHITECT'S STATUS

- a. In general, and where appropriate and applicable, the Architect shall be the City's representative during the construction period and shall observe the progress and quality of the work on behalf of the City. He shall have the authority to act on behalf of City only to the extent expressly provided in the Contract Documents. After consultation with the Inspector and after using his/her best efforts to consult with the City, the Architect shall have authority to stop work whenever such stoppage may be necessary in his/her reasonable opinion to insure the proper execution of the Contract.
- b. Contractor further acknowledges that the Architect shall be, in the first instance, the judge of the performance of this Contract.

Article 64. ARCHITECT'S DECISIONS

Contractor shall promptly notify City in writing if the Architect fails within a reasonable time, make decisions on all claims of the City or Contractor and on all other matters relating to the execution and progress of the work.

Article 65. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

Article 66. LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for his/her employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

Article 67. NOTICE OF TAXABLE POSSESSORY INTEREST

The terms of this document may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

Article 68. ASSIGNMENT OF ANTITRUST ACTIONS

Contractor or Subcontractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 USC, section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time City tenders final payment to the Contractor, without further acknowledgment by the parties.

Article 69. SUBSTITUTION OF SECURITY

Upon the Contractor's request, and the Contractor signing the Escrow Agreement (a copy of which was attached to the Notice to Contractors Calling for Pre-Qualification Applications and Bids as Attachment "S") the City will make payment of funds withheld from progress payments to ensure performance under the Contract pursuant to the requirements of Public Contract Code section 22300 if the Contractor deposits in escrow with the City or with a bank acceptable to the City, securities eligible for investment under Government Code section 16430, bank or savings and loan certificates of deposit, or other security mutually agreed to by the Contractor and the City, subject to the following conditions:

1. The Contractor shall bear the expense of the City and the escrow agent, either the City or the bank, in connection with the escrow deposit made.
2. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
3. The Contractor shall enter into an escrow agreement satisfactory to the City, which agreement shall include provisions governing inter alia:

- (a) The amount of securities to be deposited,
 - (b) The providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited,
 - (c) Conversion to cash to provide funds to meet defaults by the Contractor, including, but not limited to, termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the Contract,
 - (d) Decrease in value of securities on deposit,
 - (e) The termination of the escrow upon completion of the Contract.
4. The Contractor shall obtain the written consent of the surety to such agreement.
 5. As an alternative to Contractor depositing into escrow securities of a value equivalent to the amounts of retention to be paid to the Contractor, upon Contractor's request, City will make payment of retentions earned directly to the escrow agent at the expense of Contractor pursuant to and in accordance with Public Contract Code section 22300.

Article 70. EXCAVATIONS DEEPER THAN FOUR FEET

If this Contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following shall apply:

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
 1. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with 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 work of the character provided for in the Contract.
- b. Upon receiving any such notice, the City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work City shall issue a Change Order under the procedures described in this Contract.
- c. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Contract, but shall proceed with all work to be performed under the Contract. A 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. (Public Contract Code section 7104).

Article 71. COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

- a. The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. It shall be Contractor's responsibility to evaluate the cost of compliance with the SWPPP in bidding on this Contract. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.
- b. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by Permit. Contractor shall provide copies of all reports and monitoring information to City.
- c. Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage City, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- d. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless City, its City Council Members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which City, its City Council Members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the negligence or willful misconduct of City, its City Council Members, officers, agents, employees or authorized volunteers. City may seek damages from Contractor for delay in completing the Contract in accordance with Article 6 hereof, caused by Contractor's failure to comply with Permit.

ARTICLE 72. NOTICES

All notices required or permitted to be given under this Agreement shall be in writing or sent by certified mail and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any notice given pursuant to this Agreement shall be deemed received and effective when properly addressed, posted, and deposited in the United States Mail addressed as follows:

CITY
Aisha L. Thompson
City Clerk
One Manchester Blvd.
Inglewood, CA 90301

With a copy to:
Harjinder Singh
City of Inglewood
1 W. Manchester Blvd., 9th Floor
Inglewood, CA 90301

ARTICLE 73. RIGHTS AND REMEDIES; CLAIMS AND PROTESTS

a. Duties and obligations imposed by the Contract Documents and rights and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by Applicable Law.

If the Contractor considers any work demanded of him/her to be outside the requirements of the Contract, or considers any instruction, ruling, or decision of the Engineer to be unfair, the Contractor shall within ten (10) working days after any such demand is made, or any such instruction, ruling, or decision is given, file a written protest with the Engineer stating the nature of the protest and the reasons therefore. Except for such protests and objections as are made of record in the manner and within the time stated above, the Contractor shall be deemed to have waived and does hereby waive all claims for any extra work, damages, and extensions of time on account of such demands, instructions, rulings, and decisions of the Engineer.

Upon receipt of any such protest from the Contractor, the Engineer will review the demand, instruction, ruling, or decision objected and will, within thirty (30) calendar days, advise the Contractor, in writing, of his/her final decision, which shall be binding upon all parties unless, within ten (10) working days after the date of said final decision, the Contractor shall file with the Public Works Director (the "Director") formal protest against said final decision of the Engineer. The Director will then consider and render his/her final decision on any such protest within thirty (30) calendar days after receipt of such protest. Said decision shall be final.

Except for such protests and objections as are made of record in the manner and within the time stated above, the Contractor shall be deemed to have waived and does hereby waive all claims for any extra work, damages, and extensions of time on account of such demands, instructions, rulings, and decisions of the Engineer.

b. Claims Based on Differing Site Conditions. Save and except as provided in this paragraph, Contractor agrees to solely bear the risk of Loss and Delay due to concealed or unknown conditions, surface or subsurface, at a Site or in Existing Improvements at the Site, without adjustments to the Contract Sum or Contract Time. If Contractor encounters conditions it believes constitutes Differing Site Conditions, then notice of such conditions shall, before such conditions are disturbed, be promptly reported to Engineer within twenty-four (24) hours by a written notice stating a detailed description of the condition encountered. Failure to submit a timely written notice to the Engineer shall be deemed a waiver of any right by Contractor for an adjustment to the Contract Sum or Contract Time by reason of such conditions.

c. Public Contract Code

The provisions of Public Contract Code Section 9204 govern claims by the Contractor to the City. The provisions of Section 9204 are as follows:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body 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 public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meeting and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meeting and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant 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 public entity 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 public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. 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. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) 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.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision 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 public entity'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 or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

Public Contract Code Section 20104, et seq.

20104

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor 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 for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency'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 a demand, the local agency shall schedule a meeting and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, 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, any party may petition the court to appoint the mediator.

(b) (1) 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.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article 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. In no event shall these fees or expenses be paid by state or county funds.

(3) 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.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

The City shall treat any time written notice as a claim for damages and shall be resolved in accordance with this Article of the Contract.

Article 74. GOVERNING LAW AND VENUE

This Contract shall be governed in accordance with the laws of the State of California. In the event of litigation between the parties, venue in state courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California, 90503-5058. In the event of litigation in the United States District Court, venue is exclusively in the Central District of California, in Los Angeles, California.

Article 75. FINGERPRINTING

If the City determines that Fingerprinting is required for this Project/Contract, such requirement is set forth in the Supplementary and/or Special Conditions.

Article 76. COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOILS

If the project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The City reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the City of the source of material and comply with the Los Angeles Regional Water Quality Control Board Resolution 95-63 and when applicable, or such subsequent version/replacement thereof with the guidelines of the Department of Toxic Substances Control ("DTSC").

Article 77. NO ASBESTOS

1. The Contractor will be required to execute and submit a Certificate Regarding Non-Asbestos Containing Materials.
2. Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:
 - (a) Decontamination and removal of work found to contain asbestos, or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency ("EPA").
 - (b) The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
 - (c) The asbestos consultant shall be chosen and approved by the City which shall have sole discretion and final determination in this matter.
 - (d) The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
3. If removal of asbestos containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the City shall be borne entirely by the Contractor.
4. Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her/their risk and at his/her/their discretion with full knowledge of the currently accepted standards, hazards,

risks, and liabilities associated with asbestos work and asbestos containing products. By execution of the Agreement, the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the City, its City Council members, employees, agents, representatives, including its Architect and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her/her employees with respect to the above-mentioned standards, hazards, risk, and liabilities.

Article 78. DISABLED VETERANS' PARTICIPATION GOALS AND RECORD RETENTION

1. If the City has Disabled Veterans Participation Goals required for this Project/Contract, such requirement will be set forth in the Supplementary and/or Special Conditions.

Article 79. NOTIFICATION OF THIRD-PARTY CLAIMS

The City shall provide the Contractor with timely notification of the receipt by the City of any third-party claim relating to this Contract, and the City may charge back to the Contractor the cost of any such notification.

END OF GENERAL CONDITIONS

ATTACHMENT V. - SUPPLEMENTARY CONDITIONS

SPECIAL CONDITIONS

Attachment "V.1"

RENOVATION OF THE INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER

1. **DOCUMENTS FURNISHED:** The number of copies of drawings and specifications to be furnished to Contractor free of charge, per Article 3 of the General Conditions is ONE (1).
2. **INSURANCE REQUIREMENTS:** Contractor agrees that Contractor has a separate and independent obligation to procure insurance for the City as stated in the General Conditions and elsewhere in the Bid Documents. This requirement is in addition to and separate from Contractor's Agreement to defend, indemnify and hold harmless the City. Contractor shall require its Subcontractors to take out and maintain similar insurance, in like amounts and coverage regarding Additional Insureds
3. **NOTICE TO PROCEED:** The City shall provide a Notice to Proceed to the Contractor by e-mail, and then followed up by mailing the original Notice to the Contractor.
4. **EXECUTED COPIES:** The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works Project required is ONE (1) of each.
5. **TIME OF PERFORMANCE:** The work shall commence on the date stated in the City's notice to Contractor to proceed and shall be completed within the stated days listed in such Notice. City and Contractor each hereby stipulate that the state performance period is accepted as reasonable, and that no other performance period shall be acceptable unless accepted in writing. Work under this Contract shall be scheduled and coordinated in compliance with the following:
 - a. The anticipated date of the City Council Approval of the Contract is **August 5, 2025**.
 - b. The anticipated date of the Notice to Proceed ("NTP") is **August 12, 2025**. See Special Conditions Section 6 - Schedule for further information.
 - c. Contractor shall complete all work and obtain all jurisdictional authorities' approval necessary to permit staff occupancy of all buildings for fixturing and outfitting no later than Four Hundred and Sixteen (416) **Business Days** from issuance of NTP for Construction Activities. See Special Conditions Section 6 – Schedule for further information.
 - d. Five (5) non-compensable adverse weather days are included in this Contract.
 - e. Standard Work Hours: Regular construction work hours and construction site access are Monday through Friday 7:00 am – 5:00 pm. Contractor may work outside of these hours, but it will require approval of the City and the Construction Manager. The City will consider permitting the Contractor to work on weekends to meet the Substantial Completion and/or Final Completion Dates.
6. **SCHEDULE:**

The project is estimated to take Four Hundred and Sixteen (416) Business Days to achieve Substantial Completion. An additional Five to Seven (5-7) Business Days will be allowed for training for city staff on new systems.

Contractor shall develop and submit their own project schedule upon award of contract in MS Project format.

7. **REGARDING CONTRACTOR LOGISTICS AND SITE CONSTRAINTS:** (to be issued via Addendum)

- A. **Contractor's Staging / Laydown Area:** **Contractor shall submit a detailed annotated proposed plan and narrative, at no additional cost to the City, for the City's review and approval.**
- B. **Parking:** **The entire lot will be accessible to the Contractor.**
- C. **Site Access:** **The entire lot will be accessible to the Contractor.**
- D. **Delivery Time(s):** **During hours of construction operation as set forth in the Bid/Contract Documents.**

8. **TEMP FACILITIES – SIGNAGE / FENCING / TOILETS / POWER:** (to be issued via Addendum)

- A. **Contractor to propose as needed and include such costs within the General Conditions Section of its Bid.**

9. **FEDERAL AND STATE FUNDING REQUIREMENTS**

- A. \$2.7 million from State Library Grant for Seismic Retrofit portion of work

Additional information can be found under Attachment "Y" - REFERENCE DOCUMENTS AND INFORMATION

- B. \$1 million from Federal Emergency Grant Funds for HVAC portion of work

Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards will apply.

Please see

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>

SAM.Gov registration is required

ATTACHMENT V. - SUPPLEMENTARY CONDITIONS

ALTERNATES

Attachment “V.2”

RENOVATION OF THE INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER

None currently contemplated. If any arise, details will be issued via Addendum.

TECHNICAL SPECIFICATIONS

Attachment “W”

RENOVATION OF THE INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER

DOCUMENTS

1. **25 0428 Inglewood Main Library Renovation Specifications Project Manual – Bid Set**
 - Prepared by LPA, KPFF, IMEG
 - Issued April 28, 2025
 - 2nd Agency Submittal, in plan check at City of Inglewood Department of Building & Safety and LA County Fire Department
2. **ING – Library Parking Lot – Technical Specs**
 - Prepared by Willdan
 - Issued March 21, 2025
 - In plan check at City of Inglewood Public Works

The Technical Specifications for the Project can be found within the Architect’s (“LPA, INC”) Plans and Drawings at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=45619>.

Select Bid Opportunities to view RFB-0187 RENOVATION OF THE INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER

PROJECT PLANS/DRAWINGS

Attachment “X”

RENOVATION OF THE INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER

DOCUMENTS

1. **25 0428 Inglewood Main Library Renovation Drawings – Bid Set**
 - Prepared by LPA, KPFF, IMEG
 - Issued April 28, 2025
 - 2nd Agency Submittal, in plan check at City of Inglewood Department of Building & Safety and LA County Fire Department
2. **25 0428 Inglewood Main Library Renovation Structural Calculations – Bid Set**
 - Prepared by KPFF
 - Issued April 28, 2025
 - 2nd Agency Submittal, in plan check at City of Inglewood Department of Building & Safety and LA County Fire Department
3. **25 0428 Inglewood Main Library Renovation CBECC Model Compliance Forms – Bid Set**
 - Prepared by LPA
 - Issued April 28, 2025
 - 2nd Agency Submittal, in plan check at City of Inglewood Department of Building & Safety and LA County Fire Department
4. **25 0428 Inglewood Main Library Renovation Electrical Take-Offs – Bid Set**
 - Prepared by LPA
 - Issued April 28, 2025
 - 2nd Agency Submittal, in plan check at City of Inglewood Department of Building & Safety and LA County Fire Department
5. **25 0428 Inglewood Main Library Renovation Mechanical Take-Offs – Bid Set**
 - Prepared by LPA
 - Issued April 28, 2025
 - 2nd Agency Submittal, in plan check at City of Inglewood Department of Building & Safety and LA County Fire Department
6. **25 0428 Inglewood Main Library Renovation Plumbing Take-Offs – Bid Set**
 - Prepared by LPA
 - Issued April 28, 2025
 - 2nd Agency Submittal, in plan check at City of Inglewood Department of Building & Safety and LA County Fire Department
7. **ING – Library Parking Lot Rehab – BID SET v2**
 - NOTE: Parking Lot Rehab is to be constructed along with Main Library Renovation scope.
 - Prepared by Willdan
 - Issued March 21, 2025
 - In plan check at City of Inglewood Public Works

8. City of Inglewood Civic Center – Library – Voluntary Seismic Improvements Drawings

- NOTE: Voluntary Seismic Improvements are to be constructed along with Main Library Renovation scope. Structural information in the Voluntary Seismic Improvements Drawings *supplements* the Main Library Renovation Drawings Bid Set. General, Demo, Architectural, Mechanical, and Electrical information in the Voluntary Seismic Improvements Drawings are *superceded* by the Main Library Renovation Drawings Bid Set.
- Prepared by ODAA, Syska Hennessy Group, KPFF
- Issued November 28, 2022
- Stamped “Approved” by City of Inglewood Department of Building & Safety, April 13, 2023

9. Voluntary Seismic Improvement of Civic Center – Library Building – Structural Calculations

- Prepared by KPFF
- Issued February 28, 2022
- Stamped “Approved” by City of Inglewood Department of Building & Safety, April 13, 2023

10. Limited Asbestos and Lead Coated Material Survey (HSA 09.19.2023)

- NOTE: Hazmat Testing and Abatement are to be included in scope of work.
- Prepared by Health Science Associates (HSA)
- Issued September 19, 2023

The Plans/Drawings for the Project can be found at the following link and/or are set forth below:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=45619>.

Select Bid Opportunities to view RFB-0187 RENOVATION OF THE INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER

SECTION VI

REFERENCE DOCUMENTS AND INFORMATION

ATTACHMENT “Y”

RENOVATION OF THE INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER

DISCLAIMER

The following reports, documents, and other information are provided as “Information Available” for the Project and for reference only. The reports, documents, and other information are not, and shall not become, part of the Contract Documents for the Project. The City makes no representation or warranty as to the accuracy and/or completeness of the information contained in the reports, documents, and other information, and hereby specifically disclaims the accuracy and/or completeness of such reports, documents, and other information. The City has no independent information, independent knowledge, and no expertise as to what the contents of the reports, documents, and other information mean, and/or how same may or may not affect construction of the anticipated Project. The City makes the disclosure of the existence of the reports, documents, and other information, and all of their contents to ensure that the reports, documents, and other information, and their contents are made known and available to the Contractor. The Contractor is solely responsible for determining any impact on the Project and the Contractor's pricing and costs regarding the Project. This Disclaimer shall be read as if it is set forth on the face page of all the documents set forth below.

Reference Documents:

1. **ASCE 41-13 Tier 1 Seismic Evaluation of City of Inglewood Civic Center - Library**
 - Prepared by Nabih Youssef Associates
 - Issued February 16, 2018
2. **ASCE 41-13 Tier 2 Seismic Evaluation of City of Inglewood Civic Center - Library**
 - Prepared by Nabih Youssef Associates
 - Issued June 8, 2018
3. **Report of Geotechnical Investigation – City of Inglewood Civic Center Seismic Upgrades – City Hall, Main Library and Police Department Buildings**
 - Prepared by Group Delta Consultants, Inc. for KPFF
 - Revision 1, Issued April 22, 2021
4. **Geotechnical Investigation Report – Main Library Renovations – Inglewood Civic Center**
 - Prepared by Group Delta Consultants, Inc. for LPA
 - Issued October 30, 2024
5. **Building Forward, Library Infrastructure Grant Award Letter**
 - Awarded October 19, 2022
 - Page 41 of 44 – Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine. Executive Order N-6-22 (EO).
6. **1971_0222 Library Construction Hardscape As-Builts**
 - Prepared by Charles Luckman Associates

- Revisions Issued February 22, 1971
- 7. 1971_0708 Civic Center Complex Underground Utilities As-Builts**
 - Prepared by Charles Luckman Associates
 - Revisions Issued July 8, 1971
- 8. 1972_0107 Combined Structural As-Built Drawing Set - Library**
 - Prepared by Charles Luckman Associates
 - Revisions Issued January 7, 1972
- 9. 1972_0915 Library Arch As-Builts**
 - Prepared by Charles Luckman Associates
 - Revisions Issued September 15, 1972
- 10. 1972_1025 Library Interiors As-Builts**
 - Prepared by Charles Luckman Associates
 - Revisions Issued October 25, 1972
- 11. 1973_0105 Library Interior Graphics As-Builts**
 - Prepared by Charles Luckman Associates
 - Revisions Issued January 5, 1973
- 12. 1973_0125 Library Pedestrian Walkway As-Builts**
 - Prepared by Charles Luckman Associates
 - Revisions Issued January 25, 1973
- 13. 1973_1003 Library - MEP As-Builts**
 - Prepared by Charles Luckman Associates
 - Revisions Issued October 3, 1973
- 14. 2001_0112 Library Fire Alarm As-Builts**
 - Prepared by Simplex
 - Issued January 12, 2001
- 15. 2015_0826 14-007 MEP Library Generator Drawings**
 - Prepared by Budlong & Associates
 - Issued August 26, 2015

The above listed documents are for “reference only,” are not Contract Documents and can be found at the following link and/or are set forth below:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=45619>.

Select Bid Opportunities to view RFB-0187 RENOVATION OF THE INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER

ALL REFERENCE DOCUMENTS SHALL BE DOWNLOADED, REVIEWED AND EVALUATED BY THE BIDDER BEFORE SUBMITTING A BID.

Pre-Qualification Questionnaire

Attachment “A”

RENOVATION OF THE INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER (“Project”)

TO BE SUBMITTED SEPARATELY FROM YOUR BID DOCUMENTS

- SEE: “NOTICE TO CONTRACTORS CALLING FOR PRE-QUALIFICATION APPLICATIONS AND BIDS” for specific submission instructions.

Section 1: General Background and Explanation of the Uniform Rating System.

For this procurement, the City has established the following Uniform System of Rating Potential Bidders in order to evaluate qualifications and determine if such entities pre-qualify for the procurement commonly referred to as the RENOVATION OF THE INGLEWOOD MAIN LIBRARY AND INNOVATION CENTER (or “Project”). Only Bids submitted from entities that achieve pre-qualified status will be opened. Bids received from entities that do not pre-qualify will be returned unopened.

You can tell from filling out the Pre-Qualification Questionnaire and applying the Uniform System of Rating Potential Bidders to your answers whether you will prequalify for this Project. If you are interested in this Project, you should do so BEFORE you undertake any work on preparing a Bid for this Project.

The Uniform Rating System is based on a series of questions set forth in this Pre-Qualification Questionnaire which is Attachment “A” to the overall “Notice to Contractors Calling for Pre-Qualification Applications and Bids” for the Project.

The Pre-Qualification Questionnaire is comprised of five (5) sections:

Section 1: Information for Applicants;

Section 2: Applicant’s General Information;

Section 3: Essential Requirements for Qualification;

Section 4: General Qualifications:

1. History of Business, Organizational Structure and Performance; and
2. Compliance with Laws;

Section 5: Project Specific Qualifications:

1. Scoring and Format;
2. Project Approach;
3. Prior Project Experience / Past Performance;
4. Key Personnel and Proposed Staffing Matrix; and
5. Applicant's Choice.

Explanation of the Pre-Qualification Questionnaire scoring:

- **Sections 1 and 2** are informational only and self-explanatory (*not scored*);
- **Section 3** contains twenty (20) questions (*not scored, but an Applicant either "passes" or "fails" based upon the answers the Applicant provides in response to the twenty (20) questions*);
- **Section 4** contains individual questions that are scored and summarized to determine if an Applicant meets the minimum general qualifications on a pass/fail basis. An Applicant must score 115 of the 150 available points to move on to Section 5; and
- **Section 5** is scored, separate from Section 4, based on an Applicant's responses to the questions in Section 5. However, to receive Pre-Qualification Status, an Applicant must qualify and progress past Sections 3 and 4 and then score at least 300 of the 400 Total Points available in Section 5.

Section 2: Applicant's General Information (Not Scored).

A. Firm Information:

Type of Firm (Please Check One): ☐Corporation ☐LLC ☐Partnership ☐Sole Prop

Proper Name of Respondent

Address

Authorized Agent Name and Title

City, State, Zip

Authorized Agent Signature

Phone

E-mail address

Fax

Federal Tax Identification Number

Date Business Formed

1. Please list your license information:

License Number

License Class

License Expiration Date

If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

2. Has your firm changed names or license number in the past five years?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including the reason for the change.

3. Company Information: **Use the section below that is applicable to you:**

a. For Firms that are a Corporation:

i. Date incorporated: _____ Under the laws of what state: _____

ii. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent (10%) of the corporation's stock.

Name	Position	Years with Co.	% Ownership

iii. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner, or officer) at any time during the last five (5) years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock if the business is a corporation.

Person’s Name	Construction Firm	Dates of Person’s Participation with Firm

b. For Firms That Are Partnerships:

- i. Date of formation: _____ Under the laws of what state: _____
- ii. Provide all the following information for each partner who owns ten percent (10%) or more of the firm.

Name	Position	Years with Co.	% Ownership

- iii. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner, or officer) at any time during the last five (5) years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock if the business is a corporation.

Person’s Name	Construction Firm	Dates of Person’s Participation with Firm

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c. **For Firms That Are A Limited Liability Company:**

i. Date of formation:_____ Under the laws of what state: _____

ii. Provide all the following information for each member who owns ten percent (10%) or more of the firm.

Name	Position	Years with Co.	% Ownership

iii. Identify every construction company that any member has been associated with (as member, owner, general partner, limited partner, or officer) at any time during the last five (5) years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock if the business is a corporation.

Person’s Name	Construction Firm	Dates of Person’s Participation with Firm

d. **For Firms That Are Sole Proprietorships:**

i. Date of commencement of business. _____

Social security number of company owner:_____

ii. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner, or officer) at any time during the last five (5) years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent (10%) or more of the business, or ten per cent or more of its stock if the business is a corporation.

Person’s Name	Construction Company	Dates of Person’s Participation with Firm

e. For Firms That Are a Joint Venture:

i. Date of commencement of joint venture: _____

ii. Provide all of the following information for each firm that is a member of the joint venture that expects to bid:

Name of firm	% Ownership of Joint Venture

Note: Explain on a separate sheet. Provide all other pertinent information required in the sections above, for each Corporation, LLC, Partnership, or Sole-Proprietorship that is a part of the Joint Venture.

iii. Has there been any change in ownership of the firm at any time during the last five (5) years?

NOTE: A corporation whose shares are publicly traded is not required to answer this question.

☐Yes ☐No

If “yes,” explain on a separate signed page.

4. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?

NOTE: Include information about other firms whether one firm owns fifty percent (50%) or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☐Yes ☐No

If “yes,” explain on a separate signed page.

5. Are any corporate officers, partners or owners connected to any other construction firms?

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

☐Yes ☐No

If “yes,” explain on a separate signed page.

6. Has any owner, partner or (for corporations) officer of your firm operated or been connected to a construction firm under any other name in the last five (5) years?

☐Yes ☐No

If “yes,” explain on a separate signed page.

7. Has your firm changed names or license number in the past five (5) years?

☐Yes ☐No

(If yes, explain on a separate sheet)

8. At any time during the past five (5) years, has your firm shared office space, warehouse space, yard, plant or shop facilities, staff, equipment, telecommunications, or other assets with any other construction firm? (If yes, identify and explain below.)

Construction Firm	Description of Sharing Agreement	Location of Facilities

9. Provide the name, address, and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to employ on any public works project awarded by City.

Name	Address	Phone

10. Provide the name, address, and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you have requested and/or employed apprentices in the past three years.

Name	Address	Phone

11. If your firm operates its own State-approved apprenticeship program:

- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year;
- (b) State the year in which each such apprenticeship program was approved and attach evidence of the most recent California Apprenticeship Council approval(s);
- (c) For each craft, list the number of apprentices employed by your firm and the number of individuals that completed apprenticeships while employed by your firm during the last three years.

Craft	Year	No. Apprentices	No. Completed

Section 3: Essential Requirements for Qualification (Pass/Fail)

****You must respond to all of the following questions****

The Applicant will be **IMMEDIATELY DISQUALIFIED** if the answer is “No” to **ANY** of Questions 1 through 10.

1. Contractor possesses a valid and current California Contractor’s license that would allow it to build the Project.
☐Yes ☐No
2. Contractor will meet the following Insurance Requirements and shall obtain same for the benefit of the City as follows:
 - a. Commercial General Liability: a Commercial General Liability policy (“CGL”): on Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: an automobile insurance liability policy on Insurance Services Office Form CA 0001 Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.
 - c. Additional Insured: The City of Inglewood, and its officials, officers, employees, agents, and volunteers, shall be named as additional insureds under the policy of insurance by Contractor, and Contractor agrees that it has a separate and independent obligation to verify the City, and other persons/entities identified above are named as additional insureds whenever Contractor performs work for the City; and
 - d. Certificate of, and Endorsement to, required Insurance Policies: Contractor shall obtain a Certificate of Insurance from Broker, and an Endorsement to the policies of insurance from the respective Insurance Companies, required for this Project setting forth the respective policy limits of each insurance policy on which the City, its officials, officers, employees, agents and volunteers are to be named as additional insureds and provide the Certificates and Endorsements to the City before starting any services following the award of the contract for the Project. The failure to provide the Certificates and/or Endorsements containing this information to the City shall not constitute a waiver of the requirement of the Contractor to obtain the specific insurance called for on the Project. The insurance policies shall also contain provisions which provide that Contractor's insurance policies are primary coverage and shall be applied both before any City held insurance policy, and that the insurer shall not request or call upon the City for any contribution in the settlement of any claim arising from the Contractor's work for the City or use of City facilities or premises.

- e. Waiver of Subrogation; Contractor agrees that in the event of loss due to any perils for which it has agreed to provide Commercial General and Automobile Liability insurance, Contractor shall look solely to its insurance carrier(s) for recovery and grants a waiver of any right to subrogation which any such insurer of Contractor may acquire against the City by virtue of payments of any loss under this insurance.

☐Yes ☐No

3. Is it true that no Officer or Director of Contractor has ever filed for bankruptcy or been forced into bankruptcy by his or her creditors?

☐Yes ☐No

4. Contractor has a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.

☐Yes ☐No ☐Contractor is exempt from this requirement because it has no employees.

5. Contractor **has attached** a notarized statement from an admitted surety insurer, approved by the California Department of Insurance and authorized to issue bonds in the State of California, which states name of surety agent, address, and telephone number and that your current per project bonding capacity is sufficient for this Project for which you seek pre-qualification.

☐Yes ☐No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. Contractor **has attached** a notarized statement from an admitted surety insurer, approved by the California Department of Insurance and authorized to issue bonds in the State of California, which states name of surety agent, address, and telephone number and that your aggregate bonding capacity limit will not be exceeded if you are awarded a contract for this Project.

☐Yes ☐No

NOTE: Notarized statement must be from the surety company and not an agent or broker.

7. Is the Contractor's Intrastate EMR (for California ONLY), for the most recent premium year, 1.24 or lower?

☐Yes ☐No

Provide a letter from your surety validating your Intrastate EMR for California, for the most recent premium year. The letter from the surety must reference Applicant's Worker's Compensation Insurance Rating Bureau ("WCIRB") identification number. All EMRs will be verified using this number.

8. The Contractor acknowledges that Labor Code § 1725.5 states, in pertinent part that: "A contractor shall be registered pursuant to this section to be qualified to bid/propose on, be listed in a bid/proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter."; and that the Contractor is or will be so registered with the Department of Industrial Relations at the time the Contractor submits its bid/proposal for the Project that is the subject of this procurement.

☐Yes ☐No

9. The Contractor acknowledges that Labor Code §§ 1725.5 and 1771.1(a) states, in pertinent part that: “A contractor or subcontractor shall not be qualified to bid/propose on, be listed in a bid/proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5.”; and that the Contractor will not list any subcontractors in its bids/proposals for the Project that is the subject of this procurement unless such subcontractors are registered with the Department of Industrial Relations.

☐Yes ☐No

10. Have you attached your firm’s latest copy of reviewed or audited financial statements with accompanying notes and supplemental information?

☐Yes ☐No

NOTE: Financial statements that are not either reviewed or audited are not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only and is not a substitute for the required financial statements.

The applicant will be IMMEDIATELY DISQUALIFIED if the answer to ANY of questions 11 through 20 is “Yes.” If the answer to question 13 and/or 14 is “Yes,” and if the ineligibility and/or debarment periods is/are over at the time of SOQ submission, this will not automatically disqualify an Applicant from submitting for pre - qualification status. If the answer to question 19 is “Yes”, and depending on the additional information provided by Applicant, this will not automatically disqualify an Applicant from submitting for pre-qualification.

11. Has your contractor’s license or professional license been revoked at any time in the last five (5) years?

☐Yes ☐No

12. Has a surety firm completed a contract on Contractor’s behalf, or paid for completion because Contractor was defaulted and/or terminated by a project owner within the last five (5) years?

☐Yes ☐No

13. Has Contractor’s firm, its officers, supervisors, managers and/or any firm or individual identified above in Section 2, except question 9. in Section 2 above, ever been ineligible to bid on or be awarded a public works contracts, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

If yes, check only one box below

☐Yes ☐No ☐Yes (but periods are over)

If the answer is “Yes (but periods are over),” state the beginning and ending dates of the ineligibility period.

(Use additional pages if needed.)

- 14.** Has Contractor’s firm ever been debarred by any governmental entity for any reason? If yes, check only one box below:

☐Yes ☐No

If the answer is “Yes (but periods are over),” state the beginning and ending dates of the ineligibility period.

(Use additional pages if needed.)

- 15.** At any time during the last five (5) years, has the Contractor, and/or any of its owners, officers, supervisors, managers, directors, or any firm or individual identified above in Section 2, except question 9. in Section 2 above, been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding, or performance of a government contract?

☐Yes ☐No

- 16.** In the last five (5) years, have any assets of the Contractor been frozen and/or attached by any governmental entity?

☐Yes ☐No

- 17.** Is your firm currently the debtor in a bankruptcy case? (If yes, attach a copy of the bankruptcy petition showing the case number and date on which the petition was filed.)

☐Yes ☐No

- 18.** Does your firm, any of its officers, supervisors, managers, or any firm or individual identified above in Section 2, except question 9. in Section 2 above, have any delinquent liability to an employee, the state, or any awarding body for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by any court or any federal, state, or local administrative agency, including a confirmed arbitration award?

☐Yes ☐No

- 19.** Has your firm, any of its officers, supervisors, managers, or any firm or individual identified above in Section 2, except question 9. in Section 2 above, ever been terminated from a public works contract, including but not limited to termination based on any misconduct, such as failure to comply with contractual, statutory, or other legal obligations from any public construction project?

☐Yes ☐No

If the answer is “Yes,” please indicate whether the termination(s) was for cause or convenience, the circumstances leading up to the termination(s), as well as the name and contact information of the public construction project(s) owner(s).

(Use additional pages if needed.)

20. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five (5) years?

☐Yes ☐No

Section 4: General Qualification (Scored).

Scoring: There are a maximum of 150 points available for this Section 4. To pass this General Qualification Section, an Applicant must score a minimum of 115 points. A score of less than 115 points means that the Applicant has failed this Section, does not pre-qualify, and may not proceed to Section 5. All questions must be answered.

1. History of The Business; Organizational Structure; And Performance

- a. Provide three (3) years of most recent audited or reviewed financial statements including balance sheet and income statement. Financials are to be submitted as a separate file/document.

NOTE: The audited or reviewed financial statements must be submitted as part of the pre-qualification process.

*Not all information given or Financial Statements do not indicate reasonably acceptable financial strength = 0 points
Financial Statements indicate reasonably acceptable financial strength to execute this Project = 3 points*

____ Points
(For Office Use Only)

- b. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ Years

3 Years or Less = 2 Points; 4 Years = 3 Points; 5 Years = 4 Points; 6 Years or More = 5 Points

____ Points
(For Office Use Only)

- c. Was your firm in bankruptcy at any time during the last five (5) years?

☐ Yes ☐ No

Yes = 0 Points; No = 4 Points

____ Points
(For Office Use Only)

NOTE: “was associated” or “associated with” refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to any of the following questions on this form:

- d. In the last five (5) years has your firm, any of its officers, supervisors, or managers, or any firm with which any of your company’s owners, officers or partners was associated, been debarred, disqualified, removed, been declared not responsible, or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

☐ Yes ☐ No

Yes = 0 Points; No = 5 Points

____ Points
(For Office Use Only)

- e. In the last five (5) years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☐ No

Yes = 0 Points; No = 5 Points

____ Points
(For Office Use Only)

- f. At any time in the last five (5) years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

If so, how much was paid out? \$ _____

☐ Yes ☐ No

Yes (More than \$50,000) = 0 Points; Yes (Less than \$50,000) = 2 Points; No = 5 Points

____ Points
(For Office Use Only)

- g. In the past ten (10) years has any litigation or claim been filed against the Contractor? If so, how many claims? _____

☐ Yes ☐ No

Yes (More than 1 claim) = 0 Points; Yes (1 claim only) = 2 Points; No = 5 Points

____ Points
(For Office Use Only)

- h. At any time during the past five (5) years, has any surety or insurance company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

☐ Yes ☐ No

Yes (More than 2 claims) = -0 Points; Yes (Less than 2 claims) = 2 Points; No = 5 Points

____ Points
(For Office Use Only)

- i. In the last five (5) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

If so, how many instances: _____

☐ Yes ☐ No

Yes (More than 2 instances) = 0 Points; Yes (1-2 instances) = 2 Points; No = 5 Points

____ Points
(For Office Use Only)

- j. Has your firm or any of its owners, officers, supervisors, managers, or partners ever been found to have made a false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

Yes = -0 Points; No = 5 Points

____ Points
(For Office Use Only)

- k.** Has your firm or any of its owners, officers, supervisors, managers, or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐Yes ☐No

Yes = -0 Points; No = 5 Points

____ Points
(For Office Use Only)

- l.** Has your firm or any of its owners, officers, supervisors, managers, or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐Yes ☐No

Yes = -0 Points; No = 5 Points

____ Points
(For Office Use Only)

- m.** How many times in the past five (5) years has your firm or any of its owners, officers, supervisors, managers, or partners ever been a party to in any civil litigation or administrative proceeding alleging violation of federal or state crime of fraud, theft, or any other act of dishonesty?

☐Yes _____ ☐No

Yes (More than 1 instance) = 0 Points; Yes (1 instance only) = 2 Points; No = 5 Points

____ Points
(For Office Use Only)

- n.** How many times in the past five (5) years has your firm or any of its owners, officers, supervisors, managers, or partners ever been a party to in any civil litigation or administrative proceeding alleging violation by a subcontractor hired by your firm of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐Yes _____ ☐No

Yes (More than 1 instance) = 0 Points; Yes (1 instance only) = 2 Points; No = 5 Points

____ Points
(For Office Use Only)

- o.** How many times in the past five (5) years has your firm, or any of its officers, supervisors, or managers, paid any amount, fine or otherwise, regardless of characterization, to settle any of the allegations listed in Questions l. m. and n. above, whether with or without an admission of responsibility or liability?

☐Yes _____ ☐No

Yes (More than 1 instance) = 0 Points; Yes (1 instance only) = 2 Points; No = 5 Points

____ Points
(For Office Use Only)

- p.** If your firm was required to pay a premium of more than one percent (1%) for a performance and payment bond on any project(s) on which your firm worked at any time during the last three (3) years, state the percentage that your firm was required to pay.

Percentage paid if more than 1%: _____

You may provide an explanation for a percentage rate higher than one per cent (1%), if you wish to do so. Use and attach a separate page to do so, if needed.

More than 1.10% = 0 Points; 1.10 or less = 3 Points; 1% or less = 5 Points

____ Points
(For Office Use Only)

- q. List all other sureties (name and full address) that have written bonds for your firm during the last five (5) years, including the dates during which each wrote the bonds:

Name of Surety Agent

Name of Surety Agent

Address

Address

City, State, Zip

City, State, Zip

Phone

Phone

Use additional pages if needed.

Information and Letter Not Provided = 0 Points; Information and Letter Provided = 5 Points

____ Points
(For Office Use Only)

- r. During the last five (5) years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?
- ☐ Yes ☐ No

Yes = 0 Points; No = 5 Points

____ Points
(For Office Use Only)

- s. Provide the following information:

- i. Average annual work volume per year for the past five (5) fiscal/annual years:

\$ _____

- ii. Total bonding capacity: \$ _____

- iii. Bonding capacity presently encumbered; \$ _____

- iv. Bonding capacity available and remaining at time of submission: \$ _____

Information and Letter Not Provided = -0 Points; Information and Letter Provided = 5 Points

____ Points
(For Office Use Only)

2. Compliance With Occupational Safety And Health Laws.

- a. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

Number of times per week: _____

Less than once per week = 0 Points; Once per week or more = 3 Points

____ Points
(For Office Use Only)

- b. Within the last five (5) years has there ever been a period when your firm had employees but was without workers' compensation insurance or state approved self-insurance?

☐ Yes ☐ No

If yes, was it more than once?

☐ Yes ☐ No

State your firm's gross revenues for each of the last three (3) years:

2023 \$ _____

2022 \$ _____

2021 \$ _____

Yes (to either part) = 0 Points; No (to both questions) = 5 Points

____ Points
(For Office Use Only)

NOTE: The following questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

- c. In the past five (5) years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?

If so, how many times? _____

☐ Yes ☐ No

Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points

____ Points
(For Office Use Only)

- d. In the past five (5) years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration? If so, how many claims?
- ☐Yes ☐No

Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points

____ Points
(For Office Use Only)

- e. In the past five (5) years has your firm made any claim (“claim” as defined in the General Conditions of the Construction Contract) against the City of Inglewood concerning work on a project or payment for a contract? If so, how many instances?

If so, how many claims? _____

☐Yes ☐No

Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points

____ Points
(For Office Use Only)

- f. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five (5) years? NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

If so, how many times? _____

☐Yes ☐No

Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points

____ Points
(For Office Use Only)

- g. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five (5) years? NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

If so, how many times? _____

☐Yes ☐No

Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points

____ Points
(For Office Use Only)

- h. Has the EPA or any Air Quality Management City or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five (5) years? If so, how many times? NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

If so, how many times? _____

☐Yes ☐No

Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points

____ Points
(For Office Use Only)

- i. Has there been more than one occasion during the last five (5) years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws? NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

If so, how many times? _____

☐ Yes ☐ No

Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points

____ Points
(For Office Use Only)

- j. Has there been more than one occasion during the last five (5) years in which your firm or any subcontractors hired by your firm was required to pay either back wages or penalties for your subcontractor's failure to comply with the state's prevailing wage laws

If so, how many times? _____

☐ Yes ☐ No

Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points

____ Points
(For Office Use Only)

- k. Has there been more than one occasion during the last five (5) years in which your firm was required to pay any penalties related to any provision of the California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works projects, including Labor Code sections 1777.5 and 1777.7? NOTE: This question refers only to your own firm paying any penalties, not to your firm's subcontractor(s) paying any penalties.

If so, how many times? _____

☐ Yes ☐ No

Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points

____ Points
(For Office Use Only)

- l. Has there been more than one occasion during the last five (5) years in which any subcontractor hired by your firm was required to pay any penalties related to any provision of the California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works projects, including Labor Code sections 1777.5 and 1777.7?

If so, how many times? _____

☐Yes ☐No

Yes (More than 2 instances) = 0 Points; Yes (2 instances) = 3 Points; Yes (1 instance) = 5 Points No = 5 Points

____ Points
(For Office Use Only)

Section 5: Project Specific Qualification (Scored).

1. Scoring And Format:

- a. Maximum score available in this section 5 is **400 points**.
- b. To respond to the questions in this section 5, you must also use separate pages and include and submit them with your Pre-Qualification Questionnaire as stated in the Notice to Contractors Calling for Pre-Qualification Applications.
- c. You must, however, respond to each individual question and all parts thereof as set forth in this document.
- d. On the separate pages you submit, insert on those pages: “Section 5, (and insert other identifying information)” so that your answers and/or data submitted are coordinated with the question numbers below. For example, “2. a.” below states: “Describe your approach for managing the subject Project.” You will need to use a page or pages to respond. So, on the page(s) you use to respond, at the top of the page(s) insert “Section 5, Question 2 a.”
- e. To receive Pre-Qualification Status for this Project, you must score a Minimum of **300** points in this Section.

2. Project Approach:

- a. Describe your approach for managing the subject Project.
- b. Describe your firm’s culture and its influence on your project management approach specifically regarding the following:
 - i. your firm’s philosophy regarding collaboration with a project owner;
 - ii. the project owner’s construction/project management team;
 - iii. the project owner’s architects and engineers and project inspectors; and
 - iv. how your team works to resolve issues and unforeseen events and/or conditions as they arise while reducing impact to the Owner.

Provide a brief narrative, including date(s) of completion, regarding three projects similar to the instant Project completed by your firm, and related project references, wherein these approaches were applied.

- c. Describe your experience and approach to pre-construction, submittal, and layout phase coordination.

- d. Describe your approach to your management of staff, manpower allocation during construction, management of subcontractors, coordination procedures, etc.
- e. Describe your experience and approach to working on a project site.
- f. Describe your firm's approach for maintaining a condensed construction schedule amid COVID-19 challenges.
- g. Describe three perceived issues specific to the Project that your firm would address in its safety plan (1-page limit).

"0" to "130" points will be awarded depending on the completeness of the Applicant's answer and information submitted in response to this question. (Office Use only: _____ Points Received)

3. **Firm Experience/Past Performance (Best Three Substantially Similar Projects).**

a. Describe your past experiences with at least four (4) projects substantially similar to the Project described in the Pre-Qualification Documents for this procurement within the last ten (10) years. The projects shall be similar in scope and complexity to the Project that is the subject of this procurement. Provide the following information, at a minimum, for each project listed:

- project name and location;
- year of project completion;
- description of project and scope of work performed, including:
 - the project size;
 - original contract price;
 - final contract price (including change orders);
 - original construction schedule and performance schedule at time of award;
 - and
 - also include the safety plan for the projects.
- Owner's or Owner's Representative contact name and phone number;
- Original Scheduled Final Completion Date;
- Revised Final Completion Date established per mutually executed Change Order; and
- Actual Final Completion Date.

In order to maximize points, the projects listed by Applicant should possess the following characteristics, presented here in order of priority:

- Public Works projects involving condensed construction schedule(s); and
- Regarding the above, specifically renovation projects similar to the instant Project.

"0" to "120" points will be awarded depending on the completeness of the Applicant's answer and information submitted in response to this question. If you list more than 4 projects, you will not receive more than 120 points. (Office Use only: _____ Points Received)

4. KEY PERSONNEL

- a. Identify the following Key Persons for the Project that is the subject of this Call for Pre-Qualification Applications; and also provide your complete proposed staffing plan/matrix for the Project that is the subject of this Call for Pre-Qualification Applications.

NOTE: The staffing matrix provided by Applicant in its Pre-Qualification Application will be integrated into the final Contract for the Project if the Applicant achieves Pre-Qualification status via this instant Call for Pre-Qualification Applications and is subsequently awarded the Contract for the Project. Any proposed deviations from the provided staffing matrix will require written City approval, which shall be given in the City's sole discretion, which will not be unreasonably withheld.

This Project will require the following Key Persons:

Contractor

- Project Manager (scored up to 45 points maximum)
- Project Superintendent (scored up to 45 points maximum)
- Project Engineer (scored up to 10 points maximum)

- a. For each Key Person named above, provide the following:

- Include a resume;
- Number of years with your firm (or respective firm if a joint venture);
- State the estimated percent of time each is anticipated to spend on the Project site for construction services;
- Describe the role each will play for this Project and why they are qualified to do so; and
- In order to maximize points, the experience of Key Personnel listed by the Applicant should possess experience with the following:
 - (i) Substantially similar scopes of work to this Project; and
 - (ii) Projects involving condensed construction schedule(s).

"0" to "100" points will be awarded depending on the completeness of the Applicant's answer and information submitted in response to this question. (Office Use only: _____ Points Received)

5. APPLICANT'S CHOICE

- a. In no more than one page, provide any additional information regarding your firm that you believe is relevant to your firm's eligibility for pre-qualification that has not already been addressed in any of the above questions in this Section 5 of the Pre-Qualification Questionnaire.

"0" to "50" points will be awarded depending on the completeness of the Applicant's answer and information submitted in response to this question. (Office Use only: _____ Points Received)

[Name of Applicant]

Date _____

[Signature of Applicant (if individual) or its Officer]

NOTE: To be considered responsive - bidders must provide *all* of the documentation required by this Pre-qualification Questionnaire

END OF PRE-QUALIFICATION QUESTIONNAIRE