

CITY OF IMPERIAL

BID NO. 2015-11

PUBLIC LIBRARY EXPANSION PROJECT



BID INVITATION PACKAGE

THE CITY OF IMPERIAL
STATE OF CALIFORNIA

PUBLIC LIBRARY EXPANSION PROJECT

BID 2015-11

Bid Package Contents:

1. Notice and Invitation to Bidders;
2. Instructions to Bidders;
3. Bid Form;
4. Bid Bond;
5. List of Proposed Subcontractors;
6. Noncollusion Affidavit;
7. General Conditions;
8. Certificate Regarding Workers' Compensation;
9. Project Contract Execution Document ;
10. Specifications.

Other Bid Documents:

Construction Plans
Energy Calculations
Geotechnical Report
Project Technical Specifications

NOTICE AND INVITATION TO BIDDERS

THE CITY OF IMPERIAL
STATE OF CALIFORNIA

PUBLIC LIBRARY EXPANSION PROJECT

BID 2015-11

PUBLIC NOTICE IS HEREBY GIVEN that the City of Imperial, as CITY, invites sealed bids for the above stated project and will receive such bids in the offices of the City Clerk at 420 S. Imperial Avenue, Imperial, California 92251 up to the hour of **3:00 P.M. Monday, October 26, 2015**, at which time they will be publicly opened and read aloud. A bid summary will then be prepared and posted.

A Pre-Bid meeting will be conducted at **10:00 A.M. Monday, October 19, 2015** at City Hall located at 420 S. Imperial Avenue, Imperial, California 92251 to be followed by a Field Walkthrough at the project site.

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required by the contract documents for building expansion and improvements located at **200 West 9th street**, consisting of the following scope of work: Demolition, pad preparation, building expansion tenant improvements, HVAC, Plumbing, new utilities and adjustments, fire sprinkler and alarm system installation (design/build), and safeguards during construction around the construction zones. *All Electrical and communications work done by owner.* The scope of work includes, prior to the start of construction, the coordination between the City of Imperial and the Contractor for the compliance and implementation of work special conditions and time schedules. Demolition debris shall be recycled or diverted as required by the City's C&D Ordinance.

Bid packages are available at City Hall, 420 S. Imperial Avenue, Imperial, California 92251 upon payment of an \$85.00 non-refundable fee (\$100.00 if mailed). Only those firms who have purchased the bid documents will be provided any addendums that may be issued for this project prior to the bid opening date.

Any contract entered into pursuant to this notice will incorporate the provisions of State Labor Code of the State of California. Compliance with the higher of Federal or State prevailing rates of wages and apprenticeship employment standards established by Davis Bacon and the State director of Industrial Relations will be required. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required.

As used in this notice, and in the contract resulting from this solicitation, the "covered area" is in the City of Imperial in Imperial County, State of California.

Bids must be prepared on the approved proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside;

SEALED BID FOR: "Public Library Expansion"

The City of Imperial
Public Library Expansion

Notice and Invitation to Bidders
NIB - 3

BID NO. 2015-11

The Bid Proposal should be delivered in a sealed envelope no later than 3:00 P.M. M, October 26, 2015, addressed as follows:

Othon Mora
Planning & Development Department
Building and Safety Division
City of Imperial
420 S. Imperial Ave.
Imperial, CA 92251

Questions concerning the proposal should be directed to Othon Mora, with the City of Imperial at (760) 355-1064 or via email: omora@cityofimperial.org.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Any bid submitted by a contractor or subcontractor not properly licensed and not registered with the Department of Industrial Relations shall be considered non-responsive and will be rejected.

Clarification desired by a proposer shall be requested in writing with sufficient time to allow for a response prior to the date BIDs are due. Oral explanation or instructions shall not be considered binding on behalf of the City.

Any modifications to this solicitation will be issued by the City as a written addendum.

The City will not consider proposals received after the specified time and date.

This BID does not commit the City of Imperial to award a contract or pay any costs associated with the preparation of a Proposal.

The City of Imperial reserves the right to reject any or all bids, to award each item separately, delete portions of the work, and/or waive any informality on any bid. No bid may be withdrawn for 60 days after the time set for the opening thereof.

Failure by the successful bidder to enter into a contract with the City or to deliver goods and/or services in accordance with the bid may result in a declaration by the City that the bidder is not a responsible bidder, and elimination from consideration in future bidding.

At the time of contract award, the prime contractor shall possess a Class "B"

contractor's license and/or any combination of "C" specialty contractor's license(s) sufficient to perform the work.

Dated this _____ day of _____, 2015.

By: _____
Debra Jackson – City Clerk

City of Imperial
420 S. Imperial Avenue
Imperial, CA 92251
(760) 355-4373

INSTRUCTIONS TO BIDDERS

THE CITY OF IMPERIAL
STATE OF CALIFORNIA

PUBLIC LIBRARY EXPANSION PROJECT

BID 2015-11

1. Explanations to Bidders

(a) Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bids, including drawings, specifications, prior approvals, etc., must be requested in writing no later than 5 calendar days before the bid deadline. Any interpretation made will be in the form of an addendum to the Invitation for Bids and will be furnished to all prospective bidders. Receipt of Addenda by the bidder must be acknowledged in the space provided on the Bid Form or by letter or transmittal received before the time set for opening of sealed bids. Verbal explanations or instructions given before the award of the contract will not be binding.

(b) All questions regarding the Invitation for Bids shall be in writing and directed to:

Othon Mora
Planning and Development
Building and Safety Division
420 South Imperial Avenue
Imperial, California 92251

2. Conditions Affecting the Work

(a) Before submitting a bid, each bidder must (1) examine the bid and contract documents thoroughly, (2) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work, (3) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work; and (4) study and carefully correlate bidder's observations with the bid and contract documents. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The City will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the bid or contract documents.

(b) The submission of a bid will constitute an incontrovertible representation

by the Bidder that it has complied with every requirement of the request for bids and that the bid and contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

3. Bidder's Qualifications

- (a) Contractor must have a California State Contractor's Class B license to and/or any combination of "C" specialty contractor's license(s) sufficient to perform the work.
- (b) No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- (c) No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Any bid submitted by a contractor or subcontractor not properly licensed and not registered with the Department of Industrial Relations shall be considered non-responsive and will be rejected.

4. Bid Guaranty

- (a) The bid guaranty shall be in the form of a bid bond, certified check, or cashier's check, payable to the order of the City of Imperial, in an amount not less than 10% of the Bid. If the bid guaranty is in the form of a bond it must be of the type included in this bid package. Any bid bond shall be executed by a corporate surety acceptable to the City and authorized to issue such surety bond in the State of California. Bid guaranties, other than bid bonds, will be returned (1) to unsuccessful Bidders as soon as practicable after the opening of bids, and (2) to the successful Bidder upon execution and delivery of all contract documents. However, the City reserves the right to retain the bid guaranty of the second lowest qualified Bidder until the lowest qualified Bidder executes and delivers all required contract documents to the City or until 60 calendar days after bid opening, whichever occurs first.
- (b) Failure to furnish a bid guaranty in the proper form and amount, by the time set for the receipt of bids, shall be cause for rejection of the bid.

- (c) If the successful Bidder, upon acceptance of its bid by the City fails to execute and deliver all contract documents within 10 calendar days after receipt of City's Notice of Award, the successful Bidder's bid guaranty shall be retained by the City as liquidated damages. Such failure on the Bidder's part to execute and deliver those documents will cause substantial damage to the City, including delay in its construction program, which damage is not easily reduced to monetary terms and, therefore, the full amount of the bid guaranty is properly considered to be liquidated damages.

5. Preparation of Bids

- (a) Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. All blank spaces shall be filled in. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid. Telephonic or fax bids will not be considered.
- (b) Substitutions for specified materials will not be considered without prior approval.
- (c) Modifications of bids already submitted will be considered if received at the office designated in the invitation for bids by the time set for receipt of bids. Telephonic or fax modifications will not be considered.
- (d) Discrepancies between words and figures shall be resolved in favor of words.
- (e) Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum.

6. Submission of Bids

- (a) Bids must be sealed, marked, and addressed as indicated below. Failure to do so may result in a premature opening of, or a failure to open, such bid, thereby eliminating that Bidder from consideration. If the bid is mailed, the sealed envelope containing the bid should be enclosed in another envelope addressed as indicated below.
- (b) All bids shall be received no later than 3:00 p.m. Pacific Standard Time, on October 26, 2015 delivered or mailed, addressed to:

Othon Mora
Planning & Development Department
Building and Safety Division
City of Imperial

**420 South Imperial Avenue
Imperial, California 92251**

- (c) The envelope containing the original copy of the bid must be sealed, marked, and addressed as follows:
- (1) Name and address of Bidder
 - (2) Marked in the lower left-hand corner of the envelope:

**SEALED BID FOR:
“Public Library Expansion”
BID NO. 2015-11**

- (d) The original bid shall consist of those documents listed below. The original document and three copies (made by the Bidder) shall be returned with the bid.
- (1) Bid Form;
 - (2) List of Proposed Subcontractors;
 - (3) Bid Bond;
 - (4) Noncollusion Affidavit; and
 - (5) Contractor's Certificate Regarding Workers' Compensation

7. Late Bid, Modification or Withdrawal of Bid by Bidder

- (a) Any bid received by the City after the exact time specified for receipt will be returned unopened.
- (b) Any modification or withdrawal of bids must be made in writing and is subject to the same condition as in (a) above. A bid may be withdrawn by written or transmittal request received from a Bidder prior to the time set for opening bids. A bid may also be withdrawn in person by a Bidder or the Bidder's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the bid, but only if the withdrawal is made prior to the time set for opening bids.

8. City Modifications Prior to Date Set for Opening Bids

The City may revise or amend the bid or contract documents, including the specifications and drawings, prior to the date set for opening bids. Such revisions

and addenda, if any, will be announced by addenda to the Invitation for Bids. If the revisions and addenda are of a nature which requires material changes in the bid, the date set for opening bids may be postponed by such number of days as in the opinion of the City will enable Bidders to revise their bids. In such a case, the addendum will include an announcement of the new date and time for opening bids.

9. Public Opening of Bids

Bids will be publicly opened at the time set for opening in the Notice to Bidders. Their content will be made public for the information of Bidders and others interested, who may be present either in person or by representative.

10. Award of Contract

- (a) Award of contract will be made to the low responsible Bidder whose bid, conforming to the Invitation for Bids, is most advantageous to the City, price and other factors considered.
- (b) The City Council may, when in its interest, reject any or all bids.
- (c) The City may accept any item or combination of items of a bid, unless precluded by the Invitation for Bids or the Bidder includes in its bid a restrictive limitation.

11. Bonds and Insurance

- (a) If the successful bid is in excess of \$25,000, the bidder to whom the contract is awarded shall furnish a Payment Bond on forms approved by the City, executed by a corporate surety acceptable to the City and authorized to issue such surety bonds in the State of California. The Payment Bond shall be in an amount equal to 100% of the Contract Price. The entire cost of bond shall be borne by the successful Bidder.
- (b) The successful Bidder shall furnish a Performance Bond on forms approved by the City, executed by a corporate surety acceptable to the City, and authorized and admitted to issue surety bonds in California. The Performance Bond shall be in an amount equal to 100% of the Contract Price. The entire cost of the Performance Bond shall be borne by the successful Bidder.
- (c) The successful Bidder shall deliver to the City certification attesting to the fact that the required policies of insurance have been obtained by the Bidder to the limits described in section 5.1.1 of the *General Conditions* (pg GC-3).
- (d) The signed contract, required bonds and certificates of insurance shall be

delivered to the City within 10 calendar days after receipt by Bidder of City's Notice of Award.

12. Subcontractors

- (a) Each Bidder in its bid shall set forth the following:
 - (1) The name and location of the place of business of each subcontractor whom it intends to use to perform work or labor, or render service to the Bidder in or about construction of any work, in an amount in excess of 0.5% of the Base Bid. (California law forbids the substitution of subcontractors on public works projects, such as this project, except under very narrow and limited circumstances.)
 - (2) The portion of the work which will be done by each such proposed subcontractor, if the Bidder is awarded the Contract.
- (b) Each Bidder shall furnish such information in substantially the form set forth in the Invitation for Bids. If no subcontractors are to be used, other than within the 0.5% limit referred to above the Bidder shall state "None" on the form.
- (d) Each proposed subcontractor must complete a Subcontractor's Experience Statement, which shall be attached to the List of Proposed Subcontractors in order for the bid to be considered complete.
- (e) No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- (f) No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Any bid submitted by a contractor or subcontractor not properly licensed and not registered with the Department of Industrial Relations shall be considered non-responsive and will be rejected.

13. Noncollusion Affidavit

Each Bidder shall include a noncollusion affidavit with its bid in substantially the form set forth in the Invitation for Bids.

14. Permits and Fees

The Bidder's attention is called to the requirements of the General Conditions regarding the acquisition of and payment for permits, licenses and fees related to the work of this project. All such acquisitions and payments are the sole responsibility of the Contractor. It is the sole responsibility of the Bidder to contact agencies or utilities having jurisdiction over the project to ascertain the extent of permits and fees required and the cost thereof, and to include all such costs in its bid.

15. Prevailing Wage Rates

Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which this contract is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in Chapter 1 (commencing with Section 1720) Part 7, Division 2 of the Labor Code, shall be paid to all workers employed on this public work. Should the prevailing wage rate be increased, decreased, or eliminated a corresponding adjustment shall be made to the Contract Price which shall reflect the effect of that change in or elimination of the prevailing wage rate. A copy of the applicable rate of per diem wages is on file in the office of the City Clerk, 420 South Imperial Avenue, Imperial, California.

The successful Bidder must also comply with statutory requirements relating to certified copies of payroll and maintenance records, and availability for inspection of same. Successful Bidder must comply with statutory requirements relating to employment of apprentices.

16. Construction Schedule

After the Contract Documents are executed, the City will give the Contractor notice to proceed. After this notice is given, the Contractor shall complete the project within 120 calendar days. The Contractor will be liable for damages for any inexcusable delay beyond this period. Liquidated damages for such delay shall be \$500 per working day for each day past the completion date.

The Contract for the work advertised shall be awarded to lowest responsible bidder. City reserves the right to reject all bids.

PROJECT DESCRIPTION:

Contractor shall furnish all labor, material, equipment and services and perform and complete all work required for the Public Library Expansion as per the Project Plans and Specifications.

A City of Imperial business license is required prior to start of project.

A bid submitted by any contractor not properly licensed shall be considered non-responsive and will be rejected.

RETENTION:

The City shall retain ten (10%) percent of the Contract price. The retention shall be released (with the exception of one hundred fifty percent of any disputed amount) within sixty days after the date of completion of the work. The Contractor may substitute securities in place of the retained funds withheld by the City. Alternatively, an escrow agreement, in the form prescribed under Ca. Pub. Cont. Code § 22300, may be used by Contractor.

MISCELLANEOUS:

All inquiries regarding this project should be directed to:

City of Imperial
Planning and Development
Building and Safety Division
420 South Imperial Avenue
Imperial, California 92251

THE CITY OF IMPERIAL

By: Marlene Best, City Manager

BID FORM

THE CITY OF IMPERIAL
STATE OF CALIFORNIA

PUBLIC LIBRARY EXPANSION PROJECT

BID 2015-11

To: Othon Mora
Planning and Development
Building Division
420 South Imperial Avenue
Imperial, California 92251

In response to the Invitation for Bids, the undersigned Bidder hereby proposes to furnish all labor, material, equipment and services and perform and complete all work required for the construction of the Manhole Replacement Project as described in the Specifications.

Performance shall include all work necessary to complete the Project in strict accordance with the Contract and for the price(s) to be specified by the Bidder below, including all applicable taxes.

Bidder certifies that it has examined and is fully familiar with all of the provisions of the Invitation for Bids and any Addenda thereto; that it is submitting this Bid in strict accordance with the Instructions to Bidders; and that it has carefully reviewed the accuracy of all statements attached to this Bid.

Bidder certifies that it has visited and examined the work site, and is satisfied with the nature and location of all work, the general and local conditions to be encountered in the performance of the work, the requirements of the Contract and all other matters which can in any way affect the work or the cost thereof. Bidder further certifies that Bidder has performed such tests deemed necessary for the preparation of this bid.

Bidder agrees that this Bid constitutes a firm offer to the City which cannot be withdrawn by Bidder for 60 calendar days from the date of actual opening of bids. If awarded the Contract, Bidder agrees to execute and deliver to the City within 10 calendar days after receipt of City's Notice of Award, the applicable Construction Contract form and the required Payment Bond, Certificates of Insurance, and any other required Contract Documents.

ATTACHMENTS

Attached are the following forms which have been completed by Bidder and made a part of this bid:

- 1. List of Proposed Subcontractors;
- 2. Noncollusion Affidavit;
- 3. Contractor's Certificate Regarding Workers' Compensation

ADDENDA

Bidder also acknowledges receipt of the following Addenda, which Addenda have been considered by Bidder in submitting this Bid (if none, state "None"):

Addenda Nos. _____

CONTRACTOR'S LICENSE

Bidder certifies that Bidder is currently licensed under the California State Contractor's License Law as follows:

Contract License Number	Name of Licensee	Type of License	Issue and Expiration date

COMPLETION TIME

The Project, including its respective components, must be completed within 120 calendar days after the notice to proceed. Bidder certifies that it can complete the Project within this time period.

Bids are required for the entire work described herein.

NEW ADDITION/IMPROVEMENTS (COUNCIL CHAMBER, CONFERENCE ROOM, ADULT/YOUNG/TEENS AREA AND COMMUNITY CENTER)		
GENERAL CONDITIONS		
Temporary Utilities		
	Temporary Power	\$
	Temporary Water	\$
	Temporary Sewer	\$
Sanitation		
	Temporary Toilets	\$
	Dumpsters	\$
	Construction Clean up	\$
Miscellaneous		
	Temporary Fencing	\$
	Equipment	\$
Quality Control		
	Field and Laboratory Testing and Reports	\$
	Construction Staking	\$
	SWPPP BMP'S	\$
Soil Treatment		
	Soil Poisoning	\$
Total General Conditions		\$
SITE IMPROVEMENTS		
Grading and Paving		
	Demo	\$
	Grading	\$
	Base & Paving	\$
	Import/Export	\$
Site Concrete		
	Curbs	\$
	Curb and Gutter	\$
	Sidewalk	\$
	Bollards	\$
Utilities		
	Water	\$
	Sewer	\$
	Fire Service	\$
Landscaping		
	Landscaping	\$
Total Site Improvements		\$
BUILDING		
Demolition		
	Selective Demolition	\$
Concrete		

	Slab on Grade	\$
MEP		
	Plumbing	\$
	HVAC	\$
	Fire/Alarms	\$
	Fire Sprinkler	\$
Pre-Engineered Building		
	Building Erecting	\$
	Pergolas	\$
Metals		
	Flashing	\$
	Metal Fabrication & Installation	\$
	Structural Steel Dome	\$
	Ornamental Iron	\$
Building Insulation		
	Insulation	\$
Carpentry		
	Rough Lumber & Trusses	\$
	Rough Carpentry	\$
	Finish Lumber	\$
	Finish Carpentry	\$
	Rough Hardware	\$
Building Finishes		
	Mill & Cabinet	\$
	Lath & Plaster	\$
	Molding	\$
	Drywall	\$
	Roofing	\$
	Floor Covering	\$
	Paint	\$
	Ceilings	\$
Doors and Windows		
	Doors & Jams	\$
	Door Hardware	\$
	Store Front Doors	\$
	Windows	\$
Specialties		
	Bathroom Accessories	\$
	Fire Extinguishers	\$
	Awnings	\$
	Bike Rack	\$
	Window Bar Grille	\$
Furnishings		
	Furniture	\$
	Blinds	\$
	Appliances	\$
Total Building		\$
Subtotal		\$

Overhead	
General Overhead	\$
Profit	\$
TOTAL BID PROPOSAL	\$
<p>NOTE 1: The bid item descriptions indicated above are approximate. The Building Contractor is responsible to establish the correct quantities based on the approved plans and specifications attached.</p> <p>NOTE 2: Electrical and Communications done by Owner.</p>	

TOTAL AMOUNT OF BID (NUMBERS) _____

TOTAL AMOUNT OF BID (WORDS)

Note: The bid items listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of work, but the accuracy of these figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidders, the unit price will be considered to be the bid

The following Add./Alts. Constitute the required information to be submitted as part of the bid proposal:

BASE BID + ADD./ALT. #1 (COMPUTER AREA)	
Contractor to provide complete list of line items as part of this bid	
Add./Alt.	\$
Base Bid	\$
Subtotal	\$
Overhead	
General Overhead	\$
Profit	\$
TOTAL BID PROPOSAL	\$
<p>NOTE 1: The bid item descriptions indicated above are approximate. The Building Contractor is responsible to establish the correct quantities based on the approved plans and specifications attached.</p> <p>NOTE 2: Electrical and Communications done by Owner.</p> <p>NOTE 3: Contractor may exclude line items from base bid not applicable to the Add./Alts.</p>	

TOTAL AMOUNT OF BID (NUMBERS) _____

TOTAL AMOUNT OF BID (WORDS)

Note: The bid items listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of work, but the accuracy of these figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidders, the unit price will be considered to be the bid

BASE BID + ADD./ALT. #2 (DIRECTOR'S OFFICE)	
Contractor to provide complete list of line items as part of this bid	
Add./Alt.	\$
Base Bid	\$
Subtotal	\$
Overhead	
General Overhead	\$
Profit	\$
TOTAL BID PROPOSAL	\$
<p>NOTE 1: The bid item descriptions indicated above are approximate. The Building Contractor is responsible to establish the correct quantities based on the approved plans and specifications attached.</p> <p>NOTE 2: Electrical and Communications done by Owner.</p> <p>NOTE 3: Contractor may exclude line items from base bid not applicable to the Add./Alts.</p>	

TOTAL AMOUNT OF BID (NUMBERS) _____

TOTAL AMOUNT OF BID (WORDS)

Note: The bid items listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of work, but the accuracy of these figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidders, the unit price will be considered to be the bid.

BASE BID + ADD./ALT. #3 (KIDS AREA)	
Contractor to provide complete list of line items as part of this bid	
Add./Alt.	\$
Base Bid	\$
Subtotal	\$
Overhead	
General Overhead	\$
Profit	\$
TOTAL BID PROPOSAL	\$
<p>NOTE 1: The bid item descriptions indicated above are approximate. The Building Contractor is responsible to establish the correct quantities based on the approved plans and specifications attached.</p> <p>NOTE 2: Electrical and Communications done by Owner.</p> <p>NOTE 3: Contractor may exclude line items from base bid not applicable to the Add./Alts.</p>	

TOTAL AMOUNT OF BID (NUMBERS) _____

TOTAL AMOUNT OF BID (WORDS)

Note: The bid items listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of work, but the accuracy of these figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidders, the unit price will be considered to be the bid

BASE BID + ADD./ALT. #4 (STORAGE/HALLWAY/CARNEGIE AREA)	
Contractor to provide complete list of line items as part of this bid	
Add./Alt.	\$
Base Bid	\$
Subtotal	\$
Overhead	
General Overhead	\$
Profit	\$
TOTAL BID PROPOSAL	\$
<p>NOTE 1: The bid item descriptions indicated above are approximate. The Building Contractor is responsible to establish the correct quantities based on the approved plans and specifications attached.</p> <p>NOTE 2: Electrical and Communications done by Owner.</p> <p>NOTE 3: Contractor may exclude line items from base bid not applicable to the Add./Alts.</p>	

TOTAL AMOUNT OF BID (NUMBERS) _____

TOTAL AMOUNT OF BID (WORDS)

Note: The bid items listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of work, but the accuracy of these figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidders, the unit price will be considered to be the bid

BASE BID + ADD./ALT. #5 (TENANT IMPROVEMENT/PERGOLAS/FACADE)	
Contractor to provide complete list of line items as part of this bid	
Add./Alt.	\$
Base Bid	\$
Subtotal	\$
Overhead	
General Overhead	\$
Profit	\$
TOTAL BID PROPOSAL	\$
NOTE 1: The bid item descriptions indicated above are approximate. The Building Contractor is responsible to establish the correct quantities based on the approved plans and specifications attached.	
NOTE 2: Electrical and Communications done by Owner.	
NOTE 3: Contractor may exclude line items from base bid not applicable to the Add./Alts.	

TOTAL AMOUNT OF BID (NUMBERS) _____

TOTAL AMOUNT OF BID (WORDS)

Note: The bid items listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of work, but the accuracy of these figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidders, the unit price will be considered to be the bid

Submitted by,

BIDDER'S NAME:

By: _____

Title : _____

BIDDER'S BUSINESS ADDRESS:

BIDDER'S TELEPHONE AND FAX NUMBERS:

IF BIDDER IS A CORPORATION:

State and date of incorporation

IF A PARTNERSHIP OR JOINT VENTURE:

Full names of all partners or joint venturers (attach additional pages if necessary)

DIRECTIONS FOR SUBMITTING BIDS:

1. The envelope containing the original of this Bid Form with all attachments must be sealed, marked, and addressed as follows:
 - a. Marked in the lower left-hand corner of the envelope:

The City of Imperial **SEALED BID FOR: "Public Library Expansion" BID NO. 2015-11**

b. Addressed to:

**City Clerk
City of Imperial
420 South Imperial Avenue
Imperial, CA 92251**

BID BOND

THE CITY OF IMPERIAL
STATE OF CALIFORNIA

PUBLIC LIBRARY EXPANSION PROJECT
Bid 2015-11

(Not required if Certified Check of Cashier's Check accompanies Bid)

KNOW ALL PERSONS BY THESE PRESENTS: That we _____ as
Principal, and _____
as Surety, are held and firmly bound unto the City of Imperial, in the sum of \$ _____
[10% OF THE TOTAL AMOUNT OF THE BID] for the payment of which sum we hereby bind
ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly as
set out more fully herein.

The condition of the foregoing obligation is such that, whereas the above principal is
about to submit to the City of Imperial a bid for the performance of the work for the above
project in compliance with the plans and specifications therefore and pursuant to a published
notice inviting bids.

Now, if the bid of the principal is accepted and the work awarded to the principal by the
City of Imperial, and if the principal shall fail or neglect to enter into a contract, therefore, in
accordance with the provision of said bid and the accompanying Instructions to Bidders and to
furnish adequate faithful performance and labor and material surety bonds and certificates of
insurance to the satisfaction of the City of Imperial; then the total sum guaranteed by this bond
is forfeited to the City of Imperial as liquidated damages.

In the event suit is brought by the City of Imperial and judgment is entered in its favor,
the surety shall pay all costs incurred by the City in such suit, including reasonable attorneys'
fees to be fixed by the Court, in addition to the above sum.

WITNESS our hands and seals this _____ day of _____, 2015.

(Seal)

By _____ Name/Title _____

(Seal)

NOTE: Signatures of those executing for the surety must be properly
acknowledged.

Bond No. _____

NONCOLLUSION AFFIDAVIT

THE CITY OF IMPERIAL
STATE OF CALIFORNIA

PUBLIC LIBRARY EXPANSION PROJECT

Bid 2015-11

(To Be Executed by Bidder and Submitted With Bid)

State of California) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or a sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Executed this ____ day of _____, 2015 at _____.

Signature of:
Bidder, if the Bidder is an Individual,
Partner, if the Bidder is a Partnership,
Officer, if the Bidder is a Corporation
Name _____
Title _____

GENERAL CONDITIONS

THE CITY OF IMPERIAL
STATE OF CALIFORNIA

PUBLIC LIBRARY EXPANSION PROJECT

Bid 2015-11

1.0 PARAGRAPH HEADINGS AND DEFINITIONS

- 1.1 Paragraph headings in this Contract are for convenience only, and are not to be construed to define, limit, expand, interpret, or amplify the provisions of this Contract. When initially capitalized in this Contract or amendments hereto, the following words or phrases shall have the meanings specified:
- 1.2.1 Adjusted Contract Price - The initial Contract Price adjusted for change orders, Force Majeure, termination for convenience or any other reason permitted by this Contract.
- 1.2.2 Best Efforts - Those efforts which a competent, experienced, and prudent contractor would use to perform and complete the requirements of this Contract in a timely manner, exercising the degree of care, competence, and prudence customarily imposed on a contractor performing similar work in the State of California.
- 1.2.3 Contract - This agreement, including all referenced documents, between the City of Imperial and Contractor for the performance of the Work, and subsequent written modifications executed by the City and Contractor.
- 1.2.4 Contractor - The legal entity which executes this Contract with the City to perform the Work.
- 1.2.5 Contract Manager- The title of the person designated by the City to be its representative with authority to act for and bind the City.
- 1.2.6 Documentation - Drawings, plans, models, studies, surveys, specifications, reports, design analysis, data, policies, information, work product, proposals, and any other similar documents or material prepared or used in connection with the Work.
- 1.2.7 Final Completion Date - The date when the Work is completed in accordance with the Contract, including all Punch List Items.
- 1.2.8 Force Majeure - An act of God, or event beyond the control of a party, including an act or omission of government, act or omission of civil or

military authority, strike or lockout, act of a public enemy, war, blockade, insurrection, riot, epidemic, landslide, earthquake, fire, storm, lightning, flood, washout, or civil disturbance which could not have been avoided through the exercise of reasonable care and prudence.

1.2.9 Price or Contract Price - The total sum to be paid by the City to Contractor for performance of the Work.

1.2.10 Project - Contractor shall furnish all labor, material, equipment and services and perform and complete all work required as per the project specifications.

1.2.11 Project Engineer or Coordinator - The title of the person designated by the City to be its representative with authority to act for the City regarding engineering and construction matters.

1.2.12 Punch List Items - Items of work comprising a part of the Work as set out on a Punch List prepared by the City, with said items to be completed by Contractor consistent with the terms and conditions and scope of the Contract.

1.2.13 Schedule - The time frame for the construction project as established by the City and/or the Contract Documents.

1.2.14 Site - The area where Contractor shall perform the Work.

1.2.15 Work or Scope of Work - All obligations undertaken by Contractor pursuant to the Contract.

2.0 SCOPE OF WORK

Contractor shall perform and complete the Work in a safe manner, and shall supply all personnel, tools, equipment, and material to complete the Work. The scope of work is further established in the following documents: **Plans and Specifications (attached hereto, and made a part hereof)**

3.0 SCHEDULE

Contractor shall perform and complete the Work within 180 calendar days after the date in the notice to proceed. After execution of this Contract, Contractor shall develop and submit for City's approval, a detailed construction schedule designed to meet City's project schedule. Any abnormal expenses such as premium time or overtime incurred by Contractor to meet the detailed schedule, unless specifically directed or approved by the City in writing, shall be borne by Contractor.

4.0 COMPENSATION AND PAYMENT

The City shall compensate Contractor through progress payments according to percentage of completion and/or milestones, as determined by the City Contract Administrator or as agreed hereafter by the parties. The City shall not be obligated to make final payment(s) until Contractor has submitted to the City written evidence that the Work has been fully completed in accordance with this Contract, and satisfactory evidence that all of Contractor's indebtedness in connection with the Work has been paid or written releases provided of all potential liens arising out of this Contract. Upon receipt of such evidence, the City will record a Notice of Completion in Imperial County. City shall retain 10% of the Contract Price. Contractor may substitute securities or provide an escrow agreement pursuant to California Public Contracts Code section 22300.

5.0 INSURANCE AND BONDS

5.1 Insurance - Contractor agrees to provide insurance in accordance with the requirements set forth herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements, Contractor agrees to modify the existing coverage to do so.

The following coverages will be provided by Contractor and maintained on behalf of the City and in accordance with the following requirements:

5.1.1 Commercial General Liability Insurance - Commercial General Liability Insurance shall be provided on an occurrence form or equivalent. Claims made or modified occurrence forms will not be accepted. Total limits for all coverage shall be no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The aggregate amount shall apply per location. The City and its employees and agents shall be added as additional insured using the Industry Standard form. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any employee or agent of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. There shall be no endorsement or modification limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

5.1.2 Workers' Compensation/Employers' Liability - Workers' Compensation/Employers' Liability coverage shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than \$1,000,000 per accident or disease. This policy shall waive any right of subrogation with respect to the City, its employees or agents.

- 5.2 Additional Insurance Provisions - Contractor and the City further agree as follows:
- 5.2.1 This Section supersedes all other sections and provisions of this Contract to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
 - 5.2.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Contract.
 - 5.2.3 The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Contract and shall be interpreted as such.
 - 5.2.4 All insurance coverage and limits provided pursuant to this Contract shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Contract or any other agreement relating to the City or its operations limits the application of such insurance coverage.
 - 5.2.5 Requirements of specific minimum coverage features or limits contained in this Section are not intended as a constraint on coverage, or other requirements, or a waiver of any coverage. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
 - 5.2.6 For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps in furtherance of performance of this Contract.
 - 5.2.7 Unless otherwise approved by the City, Contractor's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A-:VII." Self-insurance will not comply with these insurance specifications.
 - 5.2.8 In the event any policy of insurance required under this Contract does not comply with these requirements or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor.
 - 5.2.9 Contractor agrees to provide evidence of the insurance required herein, satisfactory to the City, consisting of certificate(s) of insurance evidencing all of the coverage required and additional insured endorsement to Contractor's liability policies. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. Contractor agrees

to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete certified copies of policies to the City upon request.

5.2.10 Contractor shall provide the City with proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished prior to the expiration of the coverage.

5.2.11 Any failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Contract in no way waives any right or remedy of the City or any additional insured, in this or any other regard.

5.2.12 Contractor shall require all subcontractors or other parties hired for this project to provide general liability insurance with coverage identical to that required for Contractor naming the City, its employees and agents as additional insured where applicable. Contractor shall obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein.

Contractor shall require that no contract used by any subcontractor, or other contracts Contractor enters into on behalf of the City, will reserve the right to charge back to the City the cost of insurance required by this Contract. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of the City, will be submitted to City for review. Failure of the City to request copies of such agreements will not impose any liability on the City, or its employees.

5.2.13 If Contractor is a limited liability company, general liability coverage must be amended so that the limited liability company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insured.

5.2.14 Contractor agrees to provide immediate notice to the City of any claim or loss against Contractor that includes the City as a defendant. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any claim likely to involve the City.

5.2.15 In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims suits, damages, defense

obligations and liability of any kind attributed to the City or its employees as a result of such failure.

5..2.16 Coverage will not be limited to the specific location designated as the address of the project.

5.3 Bonds - Contractor shall furnish the following surety bond with surety acceptable to City.

5.3.1 If the successful bid is in excess of \$25,000, the successful bidder shall be required to post a payment bond in the amount of the bid in accordance with California Civil Code Section §3247. This bond shall give labor and material suppliers direct right of action against the surety. Contractor shall furnish the Payment bond on a form acceptable by the City.

5.3.2 Successful Bidder shall post a Performance Bond in the amount of 100% of the Contract Price by a corporate surety authorized and admitted to issue such surety bond in the State of California.

5.4 Sureties

5.4.1 Should any surety upon any bond furnished in connection with this Contract become unacceptable to the City, or should any such surety fail to furnish reports as to its financial condition as may be requested by the City at any time while the bond is in force, Contractor shall promptly furnish such additional surety or alternate bond at Contractor's expense as may be required by the City to protect the interests of the City or of persons supplying labor or material in the performance of this Contract.

5.4.2 Contractor shall keep the sureties informed as to all material matters or changes affecting the project and this Contract.

6.0 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City, its employees, agents and officials, from any: liability, claims, suits or actions; alternative dispute resolution, losses, expenses, fees, or costs of any kind, whether actual, alleged or threatened; administrative, and regulatory proceedings; and any other costs or expenses of any kind whatsoever without restriction or limitation; so long as such things are in relation to, as a consequence of, arising out of, or in any way attributable actually, allegedly or implied, in whole or in part, to the performance of this Contract. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

Without affecting the rights of the City under any provision of this Contract or this section, Contractor shall not be required to indemnify and hold harmless the City

as set forth above for liability attributable to the sole fault of the City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

7.0 GENERAL REQUIREMENTS

7.1 Physical Site Conditions - Contractor shall satisfy itself concerning the nature and location of the Work, the general and local conditions, and other restrictions affecting the Work. The failure of Contractor to acquaint itself with any applicable conditions and restrictions shall not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing the Work and completing this Contract, and shall not be grounds for adjusting either the price or the schedule.

7.2 Independent Contractor - Contractor represents that it is fully experienced and properly qualified to perform the Work, is properly licensed in the state where the Work is performed, and is equipped, organized, and financed to perform such Work. The Contractor or a subcontractor of the Contractor shall act as an independent contractor and not as an agent of the City in performing the Work and duties of this Contract.

7.3 Performance Requirements

7.3.1 Best Efforts - Contractor shall use Best Efforts in the performance of this Contract. Contractor shall, to the best of its abilities, cooperate with the City to enable the successful completion of the Work according to the terms of this Contract including, but not limited to, commitment of additional resources, material and personnel, if requested by the City, to assure that the Work is properly performed on time and completed in accordance with the provisions of this Contract.

7.3.2 Quality of Equipment Supplied by Contractor - Contractor shall provide and use only such construction equipment and facilities as are capable of producing the quality and quantity of Work required by this Contract within the time specified herein. Upon written notice from the City or its designated representative, Contractor shall promptly remove from the Site all unsatisfactory construction equipment and facilities furnished or provided by Contractor.

7.4 Precedence of Operating Facilities - Continuity of service of the operating facilities is of the essence. In the event of a conflict of interest between any and all Work and any operating facilities, the operating facilities shall have precedence.

7.5 Responsibility for Work and Material - Contractor shall be responsible for and shall bear all risk of loss of or damage to Work in progress, all Work-related

material and equipment delivered to the Site or in transit under Contractor control, until completion and final acceptance of the Work.

8.0 CHANGES

- 8.1 General - Notwithstanding any other provisions of this Contract to the contrary, the City reserves the right for any reason, without invalidating this Contract or without notice to sureties, to make any changes in the Work including the performance of additional services. Such change shall be made in writing by a City representative, except for emergency conditions, where such change shall be confirmed in writing.
- 8.2 Price of Change - All change orders shall be accepted by Contractor pursuant to the terms contained in this Contract and Contractor shall promptly proceed to implement such change. Should any change result in an increase or decrease in Price or a change in Schedule, Contractor shall, within 10 calendar days following receipt of the written change order, submit to the City a written proposal which illustrates the price for Contractor to perform the change and the proposed adjustment to the Schedule. Sufficient detail shall be given in the proposal to permit a thorough analysis and evaluation. No claim shall be made by Contractor based solely on the number or volume of changes made.
- 8.3 Price Adjustment - The price of such change will be agreed upon by the parties. If the parties cannot agree, an adjustment will be determined by the City on the basis of Contractor's reasonable expenditures and savings, including a reasonable allowance for overhead and profit.
- 8.4 Delegation - Only a City officer, or the designated City representative concerning the Project, may issue and sign written change orders on behalf of the City.
- 8.5 Contractor Objections - In the event a change requested by the City would, in the opinion of Contractor, affect Contractor's ability to meet its obligation under the Contract, Contractor will deliver to the City, within 5 calendar days of receipt of the change request, written notice of the fact before accepting such change request. If the City feels such a change is warranted, an appropriate modification to the Contract shall be made before the Contractor is required to proceed.
- 8.6 Changes by Contractor - The Contractor may propose changes in the specifications for reasons of improved quality, delivery or economy provided such changes do not impair quality or delivery. Such changes must be approved in writing by the City prior to implementation. Approval shall be at the discretion of the City.

9.0 WARRANTY

9.1 Performance and Workmanship - Contractor warrants that the workmanship performed by Contractor and its subcontractors will be performed in accordance with Best Efforts. The warranty period shall be for a period equal to 1 year after the Final Completion Date.

10.0 RETENTION AND ACCEPTANCE OF MATERIAL AND WORKMANSHIP

10.1 Retention - The City shall retain 10% of the Contract price. The retention shall be released (with the exception of 150% of any disputed amount) within 35 days after the date of final completion of the work. Contractor may substitute securities in place of the retained funds withheld by the City. Alternatively, an escrow agreement, in the form prescribed under Ca. Pub. Cont. Code Section 22300, may be used by Contractor.

10.2 Inspection of Work - All Work and materials, both before and after installation, shall be subject to City's inspection, and any deficiencies detected by the City will be addressed by Contractor immediately. The City may take inventory and inspect the Work and witness tests thereon at all reasonable times and places during the progress of the Work. If Contractor covers all or any portion of the Work prior to any inspection or tests as required by the Scope of Work, the cost of any necessary uncovering and replacing shall be borne by Contractor.

10.3 Notice of Completion

10.3.1 When Contractor, in its opinion, has completed the performance of the Work, it shall so notify the City in writing that the Work is completed and ready for final acceptance by the City. Within 10 calendar days after receipt of such written notice, the City shall inspect the Work and advise Contractor of its concurrence.

10.3.2 If the City advises Contractor that the Work is not satisfactorily completed, the City shall at the time of such notice, submit to Contractor, a Punch List of all additions and corrections necessary for the completion of this Contract.

10.3.3 Upon receipt of the Punch List, Contractor shall commence action with respect thereto at no cost to the City. All corrections shall be made within the time period given in the Contract as established in the Project Schedule. Upon completion of such Work, Contractor shall again notify the City in writing that the Work is completed and ready for final acceptance by the City. Within 10 calendar days after receipt of such written notice, the City shall inspect the Work and advise Contractor whether it concurs. The punch List process will continue until the Work is completed to the satisfaction of the City. Contractor shall be obligated to

make good, correct or modify any rejected material or workmanship prior to final acceptance of the Work by the City.

10.3.4 If the City concurs that the Work has been completed satisfactorily, the City will record a Notice of Completion with the County of Imperial which will specify the Final Completion Date. Such Notice of Completion shall not be unreasonably withheld.

11.0 FORCE MAJEURE

In the event either party by reason of a Force Majeure is rendered unable to perform its duties under this Contract, then upon the party giving written notice of the particulars and estimated duration of Force Majeure to the other party within 5 calendar days after knowledge of the occurrence of the Force Majeure, the party may have the time for performance of its duties extended for the period equal to the time performance is delayed by the Force Majeure. The effects of the Force Majeure shall be remedied with all reasonable dispatch, and the party giving notice shall use Best Efforts to eliminate and mitigate all consequences. A Force Majeure for which notice has not been given shall be an unexcused delay.

12.0 DELAYS AND EXTENSION OF TIME

Time for performance may be extended by the City because of delays such as Force Majeure, changes, or suspension. Any such extension shall not be grounds for a claim by Contractor for damages or for additional compensation, except as specifically authorized in this Contract. In the event of delay in the performance of the Work not caused by the City or its representatives, whether or not the cause thereof is within the control of Contractor, the City shall be entitled to suspend the applicable portion of the scheduled payments for the period of such delay.

13.0 TERMINATION FOR CONVENIENCE

13.1 General - The City may, at any time, terminate the Contract or any portion of the Work not then completed by giving Contractor written notice of termination. Upon receipt of notice of termination, Contractor, unless the notice requires otherwise, shall (1) discontinue Work on the date and to the extent specified in the notice, except Work necessary to preserve and protect the Work in progress, (2) place no further orders or subcontracts for material, services, or supplies related to terminated Work, (3) make every reasonable effort to procure termination of all orders, subcontracts, and rental agreements to the extent they relate to performance of Work terminated upon terms satisfactory to the City, and (4) otherwise minimize costs and mitigate damages to the City .

13.2 Compensation - In the event of termination under this Section, there shall be an equitable adjustment to the Contract Price taking into account, among other

things (1) decreases for Work not performed, (2) the cost of any work requested by the City from the date of termination.

14.0 TERMINATION FOR CAUSE; NOTICE AND CURE OF DEFAULT

14.1 General - The City may declare this Contract canceled for default by notifying Contractor in writing, should Contractor at any time (1) materially refuse or neglect to meet the Schedule(s), (2) refuse to supply sufficient and appropriately skilled workmen or equipment to perform the Work, (3) become insolvent or unable to meet its payroll or other current obligations.

14.2 Notice of Termination - Prior to termination for cause, the City shall give Contractor written notice describing such default in reasonable detail and demand that Contractor cure such default within 30 calendar days after receipt of such notice of default. If Contractor does not cure the default within 30 calendar days after its receipt of such notice or if the default cannot be cured within such 30 calendar day period and Contractor has not initiated action or proposed a plan within such 30 calendar day period to cure the default within a reasonable period which the City reasonably agrees will cure such default, then the City shall have the right to terminate this Contract.

15.0 LAWS AND REGULATIONS

Contractor and its employees shall at all times comply with all applicable laws, including those relating to wages, hours, discrimination, and safety (including CAL/OSHA).

16.0 EMPLOYEES

16.1 Prevailing Wage Law-

16.1.1 Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which this Contract is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in Chapter 1 (commencing with Section 1720) Part 7, Division 2 of the Labor Code, shall be paid to all workers employed on this public work.

16.1.2 Should the prevailing wage rate be increased, decreased, or eliminated a corresponding adjustment shall be made to the Contract Price which shall reflect the effect of that change in or elimination of the prevailing wage rate.

16.2 Payroll Records -

16.2.1 Contractor and its subcontractors shall keep an accurate payroll record, showing the name, address, social security number, work classification, and 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 Project.

16.2.2 The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor.

17.0 SAFETY REQUIREMENTS

17.1 General - Contractor shall implement the following general safety precautions:

17.1.1 Safe Work - Contractor shall carry out the Work in a safe manner. Contractor's site representative shall be knowledgeable of all applicable safety rules, regulations and practices that relate to the assigned work. If necessary, a qualified safety representative should be contracted to fulfill this requirement.

18.0 GOVERNING LAW AND VENUE

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of California.. The parties to this Contract agree that all actions or proceedings arising in connection with this Contract shall be tried and litigated exclusively in the State court located in the County of Imperial, State of California and the Federal court located in the County of San Diego, State of California.. The aforementioned choice of venue is mandatory, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Contract in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or a similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the Counties of Imperial and San Diego, respectively, California, shall have in person am jurisdiction and venue over each of them for the purpose of litigating any dispute or proceeding arising out of or related to this Contract. Each party hereby authorizes service of process sufficient for personal jurisdiction in any action against it at the address and in the manner for the giving of notices as set forth in this Contract.

19.0 AUTHORIZED REPRESENTATIVES AND NOTICES

19.1 Representatives - Prior to commencement of the Work, the City and Contractor shall each designate a representative authorized to act in behalf of each party and shall advise the other party in writing of the name, address and telephone number of such designated representative and shall inform the other party of any subsequent change in such designation.

19.2 Notice and Communications - All communications relating to the day to day activities under this Contract shall be exchanged between the representatives of the City and Contractor. All legal notices and communications required under or related to this Contract shall be in writing, and shall be delivered personally or mailed by certified mail, postage prepaid, return receipt requested, to the representative of the City and Contractor identified below. Notice shall be effective on the date of delivery.

To the City:

**Debra Jackson, City Clerk
City of Imperial
420 South Imperial Ave.
Imperial, CA 92251**

To Contractor:

A party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

19.3 Unfair Business Practice Claims – In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

19.4 Resolution of Claims – Claims of \$375,000.00 or less shall be addressed as set forth in California Public Contracts Code §§20104, set seq. In general terms, said process contemplates a meet and confer procedure and non-binding mediation as a precursor to litigation.

19.5 Utilities Relocation – The provisions of Government Code Section 4215 are hereby incorporated by this reference. Said section provides, among other things, that the Contractor will be compensated for 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. Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay was caused by

the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.

If Contractor discovers utility facilities not identified by City in the contract plans or specifications, Contractor shall immediately notify City and utility in writing.

20.0 ATTORNEYS FEES

If either party to this Contract shall bring any action, claim, appeal, or alternative dispute resolution proceedings, for any relief against the other, declaratory or otherwise, to enforce the terms of or to declare rights under this Contract (collectively, an Action), the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing and prosecuting such Action and/or enforcing any judgment, order, ruling, or award (collectively, a Decision) granted therein. Any Decision entered in such Action shall provide for the recovery of attorneys' fees and costs incurred in enforcing such Decision. The court or arbitrator may fix the amount of reasonable attorneys' fees and costs on the request of either party. For the purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) postjudgment motions and collection actions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. "Prevailing party" within the meaning of this paragraph includes, without limitation, a party who agrees to dismiss an Action on the other party's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief it seeks.

21.0 WAIVER

The failure of the City to insist upon strict performance of any of the terms and conditions of this Contract, or to exercise or delay the exercise of any rights or remedies provided by this Contract or by law, or the acceptance of Work or payment for Work shall not release Contractor from any of the responsibilities or obligations imposed by law or by this Contract and shall not be deemed a waiver of any right of the City to insist upon strict performance of this Contract. None of the provisions of the Contract shall be considered waived by either party except when such waivers are agreed upon in writing by the parties.

22.0 ASSIGNMENT

Contractor shall not assign the rights, nor delegate the duties, or otherwise dispose of any right, title, or interest in all or any part of this Contract, or assign any monies due or to become due to Contractor without the prior written consent of the City. Any such approved assignment or delegation shall be for the benefit of, and shall be binding on Contractor, assignee, and all future successors; and shall not relieve Contractor, assignee, or future successors of any duties or obligations. If the City approves any assignment of monies due or to become

due to Contractor hereunder, such assignment shall not become effective until at least 30 calendar days after City's approval.

23.0 ACCEPTANCE

The City will be deemed to have accepted Contractor's performance of the Work when the City officer or manager signing this Contract, or the designated representative of said officer or manager, records a Notice of Completion that the Work is accepted.

24.0 EXECUTION AND EFFECTIVE DATE

This Contract has been executed by the duly authorized officers of the parties and shall be effective as of the date that the **PROJECT CONTRACT EXECUTION DOCUMENT** is signed by the parties.

**CERTIFICATE OF CONTRACTOR REGARDING
WORKERS' COMPENSATION
THE CITY OF IMPERIAL
STATE OF CALIFORNIA**

PUBLIC LIBRARY EXPANSION PROJECT
Bid 2015-11

The successful Bidder shall execute the following certificate:

I am aware of the provisions of Section 3700 of the Labor Code which requires 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.

Dated: _____

Contractor: _____

By: _____

PROJECT CONTRACT EXECUTION DOCUMENT

THE CITY OF IMPERIAL
STATE OF CALIFORNIA

PUBLIC LIBRARY EXPANSION PROJECT

Bid 2015-11

DATE OF CONTRACT:

NAME AND ADDRESS OF CONTRACTOR:

The City of Imperial and Contractor named above hereby mutually agree to perform this Contract in strict accordance with the following designated documents which were a part of the bid or required to be submitted under the Invitation for Bids as a part of the Contract Documents and which are hereby incorporated into this Contract by reference:

CONTRACT DOCUMENTS

1. Notice to Bidders;
2. Instructions to Bidders;
3. Bid Form, with Required Attachments;
4. General Conditions;
5. Specifications;
6. All Addenda to the Contract Documents;
7. Payment and Performance Bonds Submitted by Contractor;
8. Certificates of Insurance Submitted by Contractor; and
9. Certificate Regarding Workers' Compensation.

This Contract, together with all documents and exhibits incorporated herein by reference, constitutes the entire agreement of the parties. All prior or contemporaneous verbal agreements between the parties are revoked by this Contract.

In the event any section, sentence, clause or phrase of the Contract is adjudicated by a court of last resort, and of competent jurisdiction, to be invalid or illegal, the remainder of this Contract shall be unaffected by such adjudication, and all other provisions of this Contract shall remain in full force and effect as though the section, sentence, clause or phrase so adjudicated to be invalid had not been included herein.

PROJECT DESCRIPTION

Contractor shall furnish all labor, material, equipment and services and perform and complete all work required for the Eager Park Poured in Place Surfacing Project.

ALTERATIONS

The following alterations were made in this contract before it was signed by the parties hereto (if no alternates, state "NONE"): _

The Project must be completed as set forth in the Project Schedule. Bidder certifies that he/she can complete the Project, ignoring Delays and Changes as defined in the General Conditions as set forth in the Project Schedule.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date entered on the first page of the contract.

THE CITY OF IMPERIAL

CONTRACTOR

Signature _____

Signature _____

Title _____

Name _____

Title

Attest:

EMPLOYER IDENTIFICATION NO.

Debra Jackson
City Clerk

(As used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941)