

**City of Montebello**  
**REQUEST FOR BIDS**  
**No. 17-06**  
**HOLIFIELD PARK SCOUT HOUSE**  
**TENANT IMPROVEMENTS PROJECT**



**CITY OF MONTEBELLO**  
**1600 WEST BEVERLY BOULEVARD**  
**MONTEBELLO, CA 90640**

**Prepared Under the Supervision of:**  
David Sosnowski  
Director of Parks & Community Services  
1600 W. Beverly Boulevard  
Montebello, CA 90640

**Prepared by:**  
Public Works Department  
1600 W. Beverly Boulevard  
Montebello, CA 90640

**December 8, 2016**

**CITY OF MONTEBELLO**  
**NOTICE INVITING SEALED BIDS**  
**REQUEST FOR BIDS NO. 17-06**  
**HOLIFIELD PARK SCOUT HOUSE TENANT IMPROVEMENTS PROJECT**

**PUBLIC NOTICE IS HEREBY GIVEN** that the City of Montebello ("City"), invites sealed bids for the above stated project, and will receive such bids in the office of the City Clerk, 1600 W. Beverly Boulevard, City of Montebello, CA 90640, **UP TO THE HOUR OF 11:00 AM on WEDNESDAY, DECEMBER 28, 2016.** Bids will not be publically opened. Copies of the Request for Bids and Contract Documents are available for download at the City's website, <http://www.cityofmontebello.com/departments/finance/rfp-bids.html>.

Bids must be prepared on approved forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside: "**HOLIFIELD PARK SCOUT HOUSE TENANT IMPROVEMENTS PROJECT – DO NOT OPEN WITH REGULAR MAIL**". The work to be performed includes furnishing all labor, services, materials, tools, equipment, and incidentals necessary to design, procure and perform various exterior and interior tenant improvements to the Scout House building located at Holifield Park Scout House in the City of Montebello, CA.

A non-mandatory pre-bid meeting will be held on: **MONDAY DECEMBER 19, 2016 at 11:00 A.M.** at the project site located at Holifield Park Scout House located at 847 Carmel Court, Montebello CA. 90640. Please RSVP in writing via e-mail to David Sosnowski, Director of Parks and Community Services at [DSosnowski@cityofmontebello.com](mailto:DSosnowski@cityofmontebello.com). The project estimate is \$45,000 - \$60,000.

All questions regarding this request shall be directed to David Sosnowski, Director of Parks and Community Services at [DSosnowski@cityofmontebello.com](mailto:DSosnowski@cityofmontebello.com). Questions can also be sent in writing to the attention of persons noted above at City of Montebello Parks & Community Services Department, 1600 W. Beverly Boulevard, Montebello, CA 90640. All questions must be submitted on or before: **MONDAY, DECEMBER 26, 2016 at 11:00 A.M.** No verbal responses will be provided in person or over the telephone, and it is the responsibility of the bidder to confirm transmission of correspondence.

No contract will be awarded to a bidder who is not licensed in accordance with the law under the provisions of Division III, Chapter 9, Class "A" or "B" of the California Business and Profession Code at the time of the award. Prior to commencing work, the Contractor's and all subcontractors shall obtain business licenses from the City of Montebello.

All bidders are required to comply with all applicable California competitive bidding and labor compliance laws including, but not limited to, active solicitation of subcontract bids from minority-owned businesses, women-owned businesses, and businesses owned by disabled veteran's. Compliance with California prevailing wage rates and apprenticeships employment standards established by the State Director of Industrial Relations is required.

***The City reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of thirty (30) days.***

\_\_\_\_\_  
David Sosnowski, Director of Parks and Community Services

\_\_\_\_\_  
DATE

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# GENERAL

**1. GENERAL**

Bidders shall examine these instructions carefully and be responsive to pre-bidding conditions prior to submitting a bid. Bidders shall be aware of the requirements of codes referenced in the Bidding Requirements and in the Contract Documents.

**2. BID DOCUMENTS**

Request for Bids and Contract Documents and are available for download at the City's website at: <http://www.ci.Montebello.ca.us/purchasingdiv.htm>.

**3. DELIVERY OF PROPOSAL**

Bids shall be enclosed in a sealed envelope plainly marked on the outside **“HOLIFIELD PARK SCOUT HOUSE TENANT IMPROVEMENTS PROJECT – DO NOT OPEN WITH REGULAR MAIL”** Bids may be mailed or delivered by messenger to: City Clerk for the City of Montebello, 1600 W. Beverly Boulevard, City of Montebello, California 90640. Sealed bids for the project shall be submitted on or before: **WEDNESDAY, DECEMBER 28, 2016, UP TO THE HOUR OF 11:00 A.M.** Bids will not be publically opened. ***Late bids will not be considered.***

**4. PROPOSAL FORMS**

Bids shall be submitted in writing on forms provided by the City. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The City reserves the right to reject any bids not meeting these requirements.

**5. BID BOND**

Bids must be accompanied by a proposal guarantee consisting of a bid bond payable to the City in the amount not less than ten percent (10%) of the total amount bid. Any bids not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the Contract Documents or furnish the required insurance policies and bonds as set forth in those documents, the bid guarantee shall be forfeited to the City. The bid guarantees of all bidders will be held until the successful bidder has properly executed all Contract Documents.

**6. PRE-PROPOSAL MEETING**

A non-mandatory pre-proposal meeting will be held on: **MONDAY, DECEMBER 19, 2010 at 11:00 A.M.** in the City of Montebello at the project site located at Holifield Park Scout House, 847 Carmel Court, Montebello CA. 90640. Please RSVP in writing via e-mail to David Sosnowski, Director of Parks and Community Services at [DSosnowski@cityofmontebello.com](mailto:DSosnowski@cityofmontebello.com).

**7. EXAMINATION OF SITE**

Bidders shall examine the site of the work and acquaint themselves with all conditions affecting the work. By submitting a bid, the Bidder shall be held responsible to have personally examined the site, to have carefully read the specifications, and to have satisfied itself as to its ability to meet all the difficulties attending the execution of the proposed contract before the delivery of the bid, and agrees that if awarded the contract, will make no claim against the City based on ignorance or misunderstanding of the specifications, site conditions and/or contract provisions.

**8. PRE-BID INQUIRIES**

All questions regarding this bid shall be directed to David Sosnowski, Director of Parks and Community Services at [DSosnowski@cityofmontebello.com](mailto:DSosnowski@cityofmontebello.com). Questions can also be sent in writing to the attention of persons noted above at City of Montebello Community Development Department, 1600 W. Beverly Boulevard, Montebello, CA 90640. No verbal responses will be provided in person or over the telephone and it is the responsibility of the bidder to confirm transmission of correspondence. All pre-bid questions must be submitted in writing on or before: **MONDAY, DECEMBER 26, 2016 at 11:00 A.M.**

**9. AFFIRMATIVE ACTION**

The City hereby notifies all qualified bidders that it will affirmatively insure that qualified minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, religion, or handicap in consideration for an award. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor's or any such subcontractors under hire. The bidders and the selected Contractor's shall not allow discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap.

**10. CARTWRIGHT ACT REQUIREMENTS**

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

**11. SCHEDULE**

In accordance with the Standard Specifications, and/or as may be provided for within the herein Special Provisions, after Notification of Award and prior to start of any work, the Contractor's shall submit to the Engineer for approval its proposed Construction Schedule. The selected Contractor shall complete the project within sixty (60) working days of the City's Notice to Proceed.

**12. WORKING HOURS**

Working hours for this project are between **7:00 a.m. and 4:00 p.m. Monday through Friday**, excluding legal holidays and weekends.

**13. LIQUIDATED DAMAGES**

Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. For each consecutive calendar day in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the City, or have withheld from monies due it, the sum of \$250.00 per day in liquidated damages.

**14. WITHDRAWAL OF BIDS**

A bid may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the City's designated official prior to the bid opening hour stipulated in the Notice Inviting Bids. Bids may not be withdrawn after the bid opening hour stipulated in the Notice Inviting Bids without forfeiture of the bid guarantee. The withdrawal of a bid will not prejudice the right of the bidder to submit a new bid, providing such new bid is submitted prior to the close of this solicitation.

**15. IRREGULAR BIDS**

Unauthorized conditions, limitations, or provisions attached to a bid may render it irregular and may cause its rejection. The completed bid forms shall be without interlineations, alterations, or erasures. Alternative bids will not be considered unless specifically requested. No oral, telegraphic, or telephonic bid, modification, or withdrawal will be considered.

**16. DISQUALIFICATION OF BIDDERS**

In the event that any bidder acting as a prime Contractor has an interest in more than one bid, all such bids will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal bid as a prime Contractor.

**17. DISCREPANCIES AND MISUNDERSTANDINGS**

Before submitting a bid, Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed, and fully inform themselves as to all existing conditions and limitations, and shall include in the bid, the cost of all items necessary in the completion of the project. The Bidder shall not be allowed any extra compensation by reason of any matter or thing, concerning that which such the Bidder might have fully informed them prior to the bidding. No bidder shall at any time after submission of a bid make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job.

Any errors, omissions, or discrepancies found in the Plans, Specifications, or other Contract Documents shall be called to the attention of the City. Should a Bidder find any ambiguity, inconsistency or error in the plans and project manual, or be in doubt as to their meaning, the Bidder shall notify the City, in writing as specified in the Notice Inviting Bids Section. Issues requiring clarification will be addressed in a written addendum response, sent to each Bidder, person or firm recorded by the City as having attended the non-mandatory pre-bid meeting. Any addenda issued by the City during the time of bidding are to be included in the bid from the Bidder, and shall become a part of the Bid documents. The Bidder shall acknowledge receipt of addenda on the bid form in the space provided.

**18. SOLE SOURCE PROVISIONS**

In accordance with Section 3400 of the California Public Contract Code, no materials or equipment is intended to be identified as "sole source". All material and equipment is specifically identified as is **or equal**. Bidders are encouraged to propose alternates for evaluation by the City as being equal to that specified in the Contract Documents.

**19. PERMITS AND LICENSES**

The Contractor's shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Contractor's shall pay for and obtain a City Business License. Permit Fees will be reimbursed by City.

**20. CONTRACTOR'S LICENSE LAW**

Bidder may only bid on work for which Bidder is properly licensed by the Contractors' State License Board. No contract will be awarded to a bidder who is not licensed in accordance with the law under the provisions of Division III, Chapter 9, of the California Business and Profession Code at the time of the award.

Bidders shall comply with and require all subcontractors to comply with all Federal, State and City Contractor's License Laws and be duly registered and licensed there under as required. Joint venture Bidders must possess a joint venture license. Each party to a joint venture shall be properly licensed for the Work of this Project.

**21. EMPLOYMENT OF UNDOCUMENTED ALIENS**

Pursuant to Section 6101 of the Public Contract Code, the City may not award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

## 22. CONTRACT BONDS

The successful Bidder is required to provide and pay for a performance and a payment bond. These bonds shall cover the faithful performance (100%) of the Contract for Construction and the payment of all obligations (100%) arising there under, in such form as the City may prescribe and with such sureties as they may approve. The successful Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney indicating the monetary limit of such power.

The City reserves the right to reject any proposed bonding company without stating cause. In this event the successful Bidder shall provide an alternate bonding company whose selection is acceptable to the City. Bonds shall conform to state statutes regarding performance bond and labor and material payment bond with amount shown on each part equal to 100% of the total amount payable by terms of the Contract for Construction. The surety company shall be licensed to do business in the state in which the project is located and shall be acceptable to the City. Bond amount shall be increased to include any Change Order(s) added to the contract to 100% total value amount of each Change Order. Bonds will be recorded along with a copy of the construction contract in the County Recorder Records by the General Contractor's with written proof submitted to the City.

## 23. INSURANCE

All bidders must be able to provide proof with bid submittal of a minimum of **\$1,000,000** general/public liability insurance and additional **\$2,000,000** umbrella / excess liability insurance. At time of contract, the City shall be named as "additional insured" on all policies required and contractor shall provide Additional Insured Endorsement as evidence of such. The liability insurance coverage values shall be:

- Public Liability and Property Damage Insurance in an amount of not less than ONE MILLION DOLLARS **(\$1,000,000)**;
- Products/Completed Operations Hazard Insurance in an amount of not less than ONE MILLION DOLLARS **(\$1,000,000)**;
- Comprehensive Automobile Liability Insurance in an amount of not less than ONE MILLION DOLLARS **(\$1,000,000)**;
- Contractual General Liability Insurance in an amount of not less than ONE MILLION DOLLARS **(\$1,000,000)**;
- or GENERAL AGGREGATE LIABILITY in an amount of not less than ONE MILLION DOLLARS **(\$1,000,000)**.

A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS **(\$2,000,000)** shall be considered equivalent to the said required minimum limits set forth herein above.

The City requires a separate Certificate of Endorsement that enforces the general liability statement: **"Additional insured endorsement names the City of Montebello as additional insured."** The certificate should indicate that their insurance is primary and noncontributory.

Proof of Worker's Compensation Insurance is required. Automobile and lease vehicle insurance; owned, not owned and hired. Insurance to include bodily injury, sickness and death of any person and property damage owned and un-owned per occurrence.

## 24. SOCIAL SECURITY ACT

The successful Bidder agrees to comply with and to require all of his subcontractor's to comply with all the provisions of the Act of Congress approved August 14, 1935, known and cited as the "Social Security Act" and also the provisions of the act of the State Legislature approved, and known as the State Unemployment Compensation Law and all other laws and regulations pertaining to labor and workmen and all amendments to such data, and the Contractor further agrees to indemnify and hold harmless the City of and from any and all claims and demands made against it by virtue of the failure of the Contractor's or any subcontractor's to comply with the provisions of any or all of said acts and amendments.

**25. SALES AND USE TAX**

The successful Bidder agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. The successful Bidder further agrees to indemnify and hold harmless the City of Montebello of and from any and all claims and demands made against virtue of the failure of the Contractor or any Subcontractor to comply with the provisions of any or all said laws and amendments. No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

**26. WAIVER OF LIENS**

The successful Bidder (General Contractor) is responsible for the payment of all bills for labor and materials furnished by the subcontractor, the suppliers, and the General Contractor on this project. The General Contractor shall deliver to the City unconditional Lien Waivers and/or Releases from himself and from each of his subcontractors and suppliers, and at such time he shall certify that he is submitting such lien waivers for all subcontractors and suppliers involved. If any liens are filed against the City property, the City may, at its option, demand General Contractor immediately provide a bond in accordance with state statutes.

**27. LEGAL RESPONSIBILITIES**

All bids must be submitted, filed and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

**28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

This project is subject to Title 49 CFR 26.13(b): The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of contract or such other remedy as the recipient deems appropriate. Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

**29. AWARD OF CONTRACT**

The right is reserved to reject any and all bids and waive any irregularity in any bid received. Award of the Contract, if awarded, will be to the lowest responsible Bidder whose Bid Form complies with all requirements prescribed. Such award, if made, will be made within 60 days after opening of bids.

1. If lowest responsible Bidder refuses or fails to execute the Contract, the Director of General Services may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within 75 days after opening of bids.
2. If second lowest responsible Bidder refuses or fails to execute the Contract, the Director of General Services may award the Contract to the third lowest responsible Bidder. Such award if made, will be made within 90 days after opening of bids.

The above time periods within which award of Contract may be made are subject to extension of such further period as may be agreed upon in writing between the Department of Community Development and the Bidder concerned.

When Project is segregated into more than one prime Contract, and a Bidder upon one of the prime Contracts fail or refuses to execute the Contract, then the time for award of such Contract will be extended as provided by this Article, and the time for award of each of the other segregated prime Contracts will be extended by an equivalent length of time, if required.

**30. CALIFORNIA PREVAILING WAGE**

Bidder agrees to comply with California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 to the performance of its work on this project. Specifically, the Bidder agrees to:

1. Pay all workers not less than the general prevailing rate of per diem wages for work of similar character in the locality in which the public work is performed.
2. Pay all workers not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter.
3. Adhere to the compliance measures outlined in LC 1775(b) for any second tier subcontractors that the contractor chooses to use on this project.
4. If requested, submit certified payroll records to the City on a weekly basis. Records shall be provided no later than 5 days following the last day of each workweek.
5. Comply with the applicable requirements and joint apprenticeship standards as required by LC 1777.5.

**31. EMPLOYMENT OF APPRENTICES**

Attention is directed to the provisions in Section 1777.5 of the California Labor Code concerning employment of apprentices by the Contractor's or any subcontractor's under him. The Contractor and any subcontractor under him shall comply with the requirements of said section in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code section for all apprentice occupations, regardless of any other contractual or employment relationships alleged to exist.

**32. SUBCONTRACTS**

Bidders' attention is directed to other provisions of the Subletting and Subcontracting Fair Practices Act, beginning with Public Contract Code Section 4100, related to penalties for failure to comply with the Act by using unauthorized subcontractors or by making unauthorized substitutions.

The Contractor is required to perform, with its own organization, Contract work amounting to at least fifty-one percent (51%) of the Contract Price. Failure to meet these requirements will result in disqualifying of the bid or termination of the contract. This provision supersedes any other provisions which specified a different subcontract requirement.

Proposed subcontractor's names, a general description of the work to be performed by each subcontractor's and the dollar amount for each subcontractor shall be submitted with the bid.

**33. STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE WITH SENATE BILL 854**

To comply with SB 854, beginning January 1, 2015 the following applies:

1. No Contractor or Subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the State of California Department of Industrial Relations (DIR) pursuant to California Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].
2. No Contractor or Subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.
3. The project is subject to compliance monitoring and enforcement by the DIR.
4. Requirement that the prime Contractor post job site notices prescribed by regulations or the City must post the notices itself.

**The Contractor shall fill in the Department of Industrial Relations (DIR) Contractor Registration Number Form provided in Appendix "B" and submit it with two (2) originals of the sealed Bid along with examples of prior work on at least one other public sewer system.**

**END OF SECTION**

**BIDDER'S PROPOSAL**  
**REQUEST FOR BIDS NO. 17-06**  
**HOLIFIELD PARK SCOUT HOUSE TENANT IMPROVEMENTS PROJECT**  
**IN THE CITY OF MONTEBELLO**

***BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND ATTACHMENTS AS REQUIRED***

**SUBMITTED BY:** \_\_\_\_\_  
**(Bidder's Name)**

In accordance with the City of Montebello's Notice Inviting Sealed Bids, the undersigned BIDDER, \_\_\_\_\_ hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Montebello of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City of Montebello's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the City of Montebello and this bid and the acceptance hereof may, at the City of Montebello's option, be considered null and void.

**DELIVERED TO:** City Clerk for the City of Montebello  
1600 W. Beverly Boulevard  
City of Montebello, California 90640

Bid shall be submitted in a sealed envelope and plainly marked on the outside  
**"HOLIFIELD PARK SCOUT HOUSE TENANT IMPROVEMENTS PROJECT – DO NOT  
OPEN WITH REGULAR MAIL".**

Sealed bids for the project shall be submitted on or before: **WEDNESDAY, DECEMBER 28, 2016, UP TO THE HOUR OF 11:00 A.M.** Bids will not be publically opened.

***Late bids will not be considered.***

## **BID SCHEDULE**

To the City of Montebello City Council, herein called the "Council": Pursuant to and in compliance with your Notice Inviting Bids and the other documents' relating thereto, the undersigned bidder, having familiarized himself with the work as per the paragraph, "Discrepancies and Misunderstandings," contained in the "INSTRUCTIONS TO BIDDERS" section, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required for this contract in the City of Montebello, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following scope of work.

## **SCOPE OF SERVICES**

The selected contractor will be responsible to design, procurement, construction and installation required for the proposed tenant improvements. Services shall be performed in compliance with all Building and Regulatory codes. The project consist of: demolition/removal services, building entrance improvements, installation of a mirror wall, restroom expansion/improvement to create one unisex restroom that comply with current American With Disability Act (ADA) out of two existing restrooms, installation of one 6-foot interior wall, installation of new Formica on existing half circle counter between the kitchen and main room, removal/replacement of doors/drywall/bulletin boards, removal and installation of new VCT flooring (kitchen, office room rear entrance area, one bathroom and hallway); painting entire interior of building (1 prime coat and 2 paint coat), paint fireplace black in color (2 coats minimum); and the following exterior work: installation of on handrail at entrance/steps, installation of walk-through gate on existing chain-link fence to access back patio area, replacement on 7 existing exterior fixtures with motion detection fixtures, install new concrete near rear door with a slight downward slope away from building (approximately 8 feet x 10 feet). The scope of work also includes preparation and submittal of any plans required by City's Building and Safety Division, obtaining and securing all required permits and licenses, demolition and disposal of all construction debris, etc. The project includes all construction services necessary to deliver a turn-key project to the City, including compliance with all existing Building Codes, permits and plan review and inspection fees required for occupancy. Project duration is 20 working days.

**Location:**

HOLIFIELD PARK SCOUT HOUSE, 847 Carmel Court, Montebello CA 90640



**Scope of services shall include:**

- A. Contractor is responsible for the design, fabrication, supply, installation and construction of the work specified herein. The intent of this specification is to have single source supplier who is responsible for the above functions.
- B. The installation requirements include prevailing wages and the submission of accurate and timely certified payrolls as required. Project includes complete installation service including dirt removal, concrete cutting, bobcat access, and concrete truck access.
- C. Attendance at meetings with City staff to review project implementation issues.
- D. Preparation of drawings and layouts. Final drawings shall be in compliance with all required specifications and shall be sufficient in detail for submittal to City for planning review and building and safety approvals as required. Submit drawings and calculations to Department of Building and Safety for permitting. Permit fees will be reimbursed by City.
- E. Follow-up meetings with City staff as necessary to discuss any necessary design changes or procedural requirements and to make final determination of the type of shade structures required by the City to complete the project. Contractor will also obtain final fabric type, material, color, and mounting procedure approval from City.

- F. Observe and monitor construction of project to successful completion.
- G. Adherence to applicable Federal, State, and Los Angeles County requirements, including requirements per the City of Montebello Municipal Code such as obtaining a City permit(s) and City business license. Permit fees will be reimbursed by City. A City business license must be obtained.
- H. Documentation of precise and accurate records on the services provided to the City; contractor will be required to submit itemized invoices to the City in a timely manner as work is completed.

**Qualifications:**

The responsiveness of each Bidder, and the responsibility with which each a bid is submitted, will be judged according to the following criteria:

- A. Cost effectiveness.
- B. Possession of current and valid license from the Contractors State License Board (CSLB) to perform the services requested.
- C. Knowledge, experience, and quality of product to be provided.
- D. Demonstrated ability to perform similar work satisfactorily as confirmed and evidenced by references and past performance of work.
- E. Eligibility to participate in contracts for Federal, State, and Local funded projects.



## PROJECT PROPOSAL COST

The undersigned, having fully examined this Request for Bids and specifications contained in herein, hereby proposes to furnish all materials, equipment, tools, labor, transportation, incidentals, and methods for the complete installation of all shade structure items in complete accordance with the Project Specifications for the following unit prices. The work includes all requirements included within this Request for Bids. This may include pruning interfering tree roots, and the repair or replacement of existing irrigation systems as necessary to accommodate new construction.

**Holifield Park Scout House – 847 Carmel Court, Montebello, CA 90640**

<i>All items above include and total all necessary costs to perform installation completely.</i>	
<b>Total Lump Sum Proposed Amount in Numbers:</b>	<b>\$</b>
<b>Total Proposed Amount in Writing:</b>	

It is agreed that the lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amount bid, unit prices shall govern over extended amounts, and words shall govern over figures.

The bid prices shall include any and all costs, including labor, materials, and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and applicable standards. All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and applicable standards are assumed to be included in the bid prices. BIDDER understands that a bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

**EXAMINATION OF SPECIFICATIONS AND SITE OF WORK**

The Bidder declares that he/she has carefully read and examined the project plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project.

Name of Person who inspected the site: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

**ADDENDA ACKNOWLEDGMENT**

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**REQUIRED DOCUMENTS**

- BID PROPOSAL
- PROPOSED SUBCONTRACTORS
- REFERENCES
- BIDDER INFORMATION
- NON COLLUSION AFFIDAVIT

**SIGNATURE**

**IN WITNESS WHEREOF**, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals.

Legal Name of Bidder: \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_ Contractor's License No.: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_ License Classification: \_\_\_\_\_

Business Address \_\_\_\_\_  
(Street and/or P.O. Box)

\_\_\_\_\_  
(City) (State) (Zip)

E-Mail Address: \_\_\_\_\_

Business Telephone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

**SIGN HERE ..... >** \_\_\_\_\_

Signature of Bidder –

Print Name and Title of Bidder: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, California.

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**NOTARY PUBLIC** \_\_\_\_\_

**PROPOSED SUBCONTRACTORS**  
**REQUEST FOR BIDS NO. 17-06**  
**HOLIFIELD PARK SCOUT HOUSE TENANT IMPROVEMENTS PROJECT**  
**IN THE CITY OF MONTEBELLO**

In compliance with the provisions of Section 4100 through 4114, inclusive, of the Public Contract Code, and any amendments thereto, each bidder shall set forth in its bid, the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and Installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one half of 1 percent of the Contractor's total bid; and the portion of the work which will be done by each subcontractor under this act. The Contractor shall list only one subcontractor for each portion as is defined by the Contractor.

Name, address, and phone number of subcontractors, suppliers, and vendors	Name portion of work, materials, and/or equipment	Dollar Value of Sub-Contract	% of Total Bid Amount
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
<b>Total</b>		\$	%

**Note: The prime contractor is required to perform, with its own organization, contract work amounting to at least fifty one percent (51%) of the Contract Price.**

# REFERENCES

## REQUEST FOR BIDS NO. 17-06 HOLIFIELD PARK SCOUT HOUSE TENANT IMPROVEMENTS PROJECT

The bidder is required to list work of a similar character to that included in the proposed contract he has successfully performed and to provide references which will enable the City Council to contact and evaluate responsibility, experience, skills, business and financial standing. Minimum 3 references shall be provided. Additional pages supporting this portion of the proposal may be attached.

<b>Reference 1</b>	
Project Name:	
Type of Work:	
Year Completed:	Contract Amount:
Name/ Address of Owner / Agency:	
Reference Contact Name and Title:	Telephone:
<b>Reference 2</b>	
Project Name:	
Type of Work:	
Year Completed:	Contract Amount:
Name/ Address of Owner / Agency:	
Reference Contact Name and Title:	Telephone:
<b>Reference 3</b>	
Project Name:	
Type of Work:	
Year Completed:	Contract Amount:
Name/ Address of Owner / Agency:	
Reference Contact Name and Title:	Telephone:

# BIDDER INFORMATION FORM

## REQUEST FOR BIDS NO. 17-06 HOLIFIELD PARK SCOUT HOUSE TENANT IMPROVEMENTS PROJECT IN THE CITY OF MONTEBELLO

BIDDER certifies that the following information is true and correct:

Bidder's Name \_\_\_\_\_

Form of Legal Entity (i.e., individual, partnership, corporation, etc.)  
\_\_\_\_\_

If a Corporation, State of Incorporation (i.e., Calif.)

Business Address \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

State Contractor's License No. and Class \_\_\_\_\_

Original Date Issued \_\_\_\_\_ Expiration Date \_\_\_\_\_

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

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

The date(s) of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

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

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

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Previous contract performance history:

Was any contract terminated previously: \_\_\_\_\_

*If the answer to the above is "yes", provide the following information:*

Contract/project name and number: \_\_\_\_\_

Date of termination: \_\_\_\_\_

Reason for termination: \_\_\_\_\_

Owner's name: \_\_\_\_\_

Owner contact person and tel. no.:

**IN WITNESS WHEREOF**, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BIDDER

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Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**NOTARY PUBLIC**



# GENERAL SPECIFICATIONS

## REQUEST FOR BIDS NO. 17-06 HOLIFIELD PARK SCOUT HOUSE TENANT IMPROVEMENTS PROJECT IN THE CITY OF MONTEBELLO

### DESCRIPTION OF WORK AND GENERAL PROCEDURES

#### 1. Emergency Information

The names, addresses and telephone numbers of the Contractor's and subcontractor's, or their representatives, shall be filed with the Engineer and the City Police Department prior to beginning work.

#### 2. Scope of the Work covered by Contract Documents

The work to be done consists of furnishing all labor, materials, tools, equipment and incidental for the construction, complete in place, of those items as shown in the bid and contract documents.

#### 3. Contractor's Duties

Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.

#### 4. CITY OF MONTEBELLO License and Permit

The Contractor's shall obtain a City Business License and a Construction Permits before commencing construction.

#### 5. Allotted Working Space

The Contractor's shall be responsible for storing his materials and equipment as necessary. The City will not allow keeping equipment, materials, vehicles, removed items, debris, etc. within public right-of-way.

#### 6. Maintenance of Existing Improvements

The Contractor's shall protect and maintain all existing improvements to remain in place. Contractor's shall notify the City Engineer or his/her designee of any damage to any existing improvements as soon as practical. Contractor's shall repair any damage caused by his operation to existing improvements at no cost or extra burden to the City.

#### 7. Survey and Layout

Contractor's shall perform all survey and layout work.

#### 8. Discrepancies in the Bid and Contract Documents

Any discrepancies, conflicts, errors or omissions found in the Bid and Contract Document shall be promptly reported in writing to the City Engineer or his/her designee, who will issue a correction in writing. The Contractor's shall not take advantage of any such discrepancies, conflicts, errors or omissions, but shall comply with any corrective measures regarding the same prescribed by the City Engineer or his/her designee, and no additional payment or time shall be allowed therefor, except as provided in the Standard Specifications.

If discrepancies are discovered, and no specific interpretation is issued prior to the bidding, the decision regarding this interpretation shall rest with the City Engineer or his/her designee. The Contractor's shall be compelled to act on the City Engineer or his/her designee's decision as directed. In the event the installation is not in compliance with the direction of the City Engineer or his/her designee, the installation shall be corrected by and at the expense of the Contractor's at no additional cost to the City. In case of such discrepancies, it is assumed that the bid included the cost for implementing/constructing the discrepancy that would have the highest dollar value.

#### 9. Errors and Omissions

If the Contractor's, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the City's field work, it shall immediately inform the City Engineer or his/her designee. The City Engineer or his/her designee shall promptly review the matter, and if he/she finds an error or omission has been made, he/she shall determine the corrective actions and advise the Contractor's accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the City shall issue an appropriate Change Order. After discovery of an error or omission by the Contractor's, any related work performed by the Contractor's shall be done at its risk unless authorized by the City Engineer or his/her designee.

#### **10. Order of Precedence of Bid and Contract Documents**

In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

- a. Contract
- b. Specifications
- c. Drawings

Within the Specifications the order of precedence is as follows:

- a. Addenda/Change Orders
- b. Special Specifications
- c. Instructions to Bidders
- d. Notice to Contractor's
- e. Standard Drawings
- f. Referenced Standard Specifications

With reference to the Drawings the order of precedence is as follows:

- a. Figures govern over scaled dimensions
- b. Detail drawings govern over general drawings
- c. Addenda/Change Order drawings govern over Contract Documents
- d. Contract Documents govern over standard drawings
- e. Contract Drawings govern over shop drawings

#### **11. Notice to Proceed**

Notwithstanding any other provisions of the Contract, the Contractor's shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor's prior to delivery of a Notice to Proceed. The City's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the City to accept or pay for such work. The Contractor's shall provide all required contract bonds and evidences of insurance prior to commencing work at the site.

#### **12. Contract Time/Project Schedule**

The Contractor's shall submit a Construction Schedule to the City prior to beginning construction. No work may be started until the Schedule has been approved in writing. The work shall be scheduled to assure that construction will be completed within the specified time. The Contractor's shall be held responsible for coordination of all phases of the operation so that the time schedule can be met.

The date construction shall begin will be specified in a Notice to Proceed, and shall be completed by the date indicated in the construction schedule in "INSTRUCTIONS TO BIDDERS SECTION" of these bid and contract documents. Except as otherwise provided in the Special Provisions, working hours in traffic lanes will be restricted to between the hours of 7:00 AM and 5:00 PM Monday through Friday, excluding legal holidays and weekends.

During periods when weather or other conditions are unfavorable for construction, the Contractor's shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose acceptable quality or efficiency will be affected by any unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor's and the City that the Contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

#### **13. Delay in Obtaining Materials**

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor's either obtains advance written approval from the City Engineer or his/her designee or obtains from the supplier and furnishes to the Engineer documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather conditions necessitating the cessation of work, or other similar action of the elements. The Contractor's is required to order materials in a timely manner as specified in the "Instruction to Bidders".

#### **14. Record Drawings**

Contractor's shall show Provide and record a complete "As Built" records set of blue line prints showing changes from the original drawings and specifications and the exact "as built" locations, sizes and types of equipment. Prints for this purpose may be obtained from the City. Contractors shall keep this set of drawings on the site available at all times for inspection. These drawings shall be kept up to date as the work progresses and as necessary by Contractor's. Before the date of the final inspection, Contractor's shall provide the "as built" prints to the City.

### **15. Inspection and Testing**

The City Engineer or his/her designee will make, or have made, such inspections and tests as he deems necessary to see that the work is being accomplished in accordance with the requirements of the Contract. In the event such inspections or tests reveal noncompliance with the requirements of the Contract, the Contractor's shall bear the cost of such corrective measures deemed necessary by the City Engineer or his/her designee, as well as the cost of the subsequent reinspection and retesting. It shall be understood and agreed that the inspection or making of tests shall not constitute an acceptance of any portion of the work nor relieve the Contractor's from compliance with the terms of the Contract.

It shall be the Contractor's responsibility to obtain Inspection in a timely manner prior to proceeding with any phase of construction. The Contractor's shall neither allow nor cause any of its work to be covered or enclosed until it has been inspected, tested and approved by the City Engineer or his/her designee. Standard inspections shall be requested by the Contractor's at least twenty-four (24) hours in advance of an anticipated inspection.

Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the City and used in the work thus removed, shall be borne by the Contractor's, regardless of whether the work removed is found to be defective or not.

### **16. Sanitary Conditions**

The Engineer may from time to time prescribe rules and regulations for maintaining sanitary conditions along the work and the Contractor's shall enforce observance of the same by its employees and the employees of the subcontractor's, and, if the Contractor's fails to enforce these rules and regulations, the Engineer shall have the authority to enforce them.

### **17. Sound Control**

The noise level from the Contractor's operations between the hours of 9:00 p.m. and 6:00 a.m. shall not exceed 86 dbA at the distance of 50 feet. This requirement in no way relieves the Contractor's from responsibility for complying with local ordinances regulating noise levels.

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

### **18. Air Pollution and Dust Control**

The Contractor's shall adhere strictly to Section 7-8.1 and Section 7-8.2 of the Standard Specifications for Public Works (Greenbook) throughout this entire project.

### **19. Water Pollution Control**

The Contractor's shall adhere strictly to Sections 7-8 and 7-10 of the Standard Specifications for Public Works (Greenbook) through the entire project. The Contractor's, without limitation, shall be responsible to provide and implement Best Management Practices to comply with National Pollution Discharge Elimination System (NPDES) standards and practices. The Contractor's shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. Contractor's shall be responsible to be prepared to provide hay bales or similar devices to prevent erosion from being washed into the storm drain system. Contractor's shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The Contractor's and its Surety shall fully indemnify the City for any pollution damage and/or cleaning costs.

All construction on off-site or on-site improvements shall adhere to NPDES (National Pollution Discharge Elimination System) Best Management Practices to prevent deleterious materials or pollutants from entering the City or County storm drain systems.

### **20. Utility Companies Coordination**

The Contractor's shall provide coordination with all the utility companies involved and shall provide protection from damage to their facilities. The Contractor's shall be responsible for repair or replacement to said facilities made necessary by its failure to provide required protection.

### **21. Graffiti Removal**

It shall be the Contractor's responsibility to completely remove all "construction graffiti" (spray paint or other marking for utilities, survey points and construction limits) prior to acceptance of the work as completed.

## **22. Materials**

Material Specifications: Whenever any material is specified by name and number thereof, such specifications shall be deemed to be used for the purpose of facilitating a description of the materials and establishing the quality of the materials to be used. All materials shall be new and the best of their class and kind. No substitution will be permitted which has not been approved in writing by the City Engineer or his/her designee.

Material List: A complete material list shall be submitted prior to performing any work. Catalog data and full descriptive literature and manufacturer's specifications and installation instructions shall be submitted whenever the use of items different than those specified is requested.

Approval of Substitutes: Approval of any items, alternates or substitutes indicates only that the product(s) apparently meet the requirements of the drawings and specifications on the basis of the information and/or samples submitted. Contractor's Responsibility: Manufacturer's warranties shall not relieve the Contractor's liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility. The City Engineer or his/her designee may at his or her option, require a manufacturer's warranty on any product offered for use.

## **23. CHANGES IN CONTRACT SCOPE OF WORK**

Without invalidating the Contract and without notice to sureties or insurers, the City may at any time, or from time to time order Extra Work, delete Work or otherwise revise the Contract Scope of Work. In revising said Scope of Work, the City shall have the right and the authority to make minor changes in the Work which can be prosecuted by the Contractor's without extra cost so long as the Work is not inconsistent with the purpose and intent of the Bid and Contract Documents. The City reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the Contractor's at the bid unit prices so long as the total amount of change does not exceed 50% (plus or minus) of the individual bid item quantity, and 25% (plus or minus) of the total bid amount. If the change exceeds these percentages, a change order may be negotiated to adjust unit bid prices. Extra Work, where performed, shall be governed by all applicable provisions of the Contract Documents, as well as any additional requirements specifically identified as part of the Extra Work.

Changes to the Contract Scope of Work will be authorized by Field Directive, Contract Change Order, or similar written direction issued to the Contractor's by the City. Except for emergencies endangering life, limb, or property, no Extra Work shall be performed unless such work has been authorized in written by the City.

The Contractor's shall prosecute the work associated with a Field Directive, Contract Change Order or similar written direction in a timely manner. If the Contractor's believes that a Field Directive causes an increase or decrease to either the Contract Sum or the Contract Time, the Contractor's may submit a Change Order Request to the City. If the City believes that a Field Directive has caused a decrease to either the Contract Sum or the Contract Time, the City shall process a Contract Change Order for said decrease in Contract Sum or Contract Time.

If the Contractor's accepts a Contract Change Order that does not include a time extension, the Contractor's waives any claim for a time extension to the Contract Completion Date for the work covered by that Contract Change Order. Extra Work performed by the Contractor's without written authorization from a Field Directive, Contract Change Order, or other similar written directive will not entitle the Contractor's to an increase in the Contract Sum or a time extension to the Contract Completion Date.

## **24. CHANGES IN CONTRACT PRICE**

Whenever a revision to the Contract Scope of Work is ordered by the City results in a change in Contract Sum, the cost of the work affected by such change will be added to or deducted from the Contract Sum, by a fair and reasonable valuation, which shall be determined by one or more of the following:

- a. By unit price accepted by the City as stated in the Contract Documents.
- b. By unit prices subsequently fixed by agreement between the Contractor's and the City.
- c. By an acceptable lump sum proposal from the Contractor's.
- d. By Force Account as described in Section 4, Force Account Payment Procedures below when directed in writing by the City.

The Contractor's Change Order Request shall include any change in Contract Time, and shall be signed by the Contractor's. The City will review the Contractor's Change Order Request and negotiate with the Contractor's an equitable change in Contract Sum or Contract Price in accordance with Negotiated Contract Change Orders below. The change in Contract Sum agreed upon, and any change in Contract Time agreed upon, shall be incorporated into the Contractor's final Change Order Request.

All Contract Change Orders shall be signed by the Contractor's and the City. By signature on the Contract Change Order, the Contractor's acknowledges that the adjustments to the Contract Sum and the Contract Time contained in the Contract Change Order are to the full satisfaction and accordance of the Contractor's, and that payment in full so waives any right to claim any further cost and/or time impacts at any time during and after the completion of the Contract for the changes encompassed by said Contract Change Order.

After there is agreement, the City will prepare and process a Contract Change Order. All Contract Change Orders must be approved by the City in writing before the Contract Change Order can be executed and the work can be authorized.

Should the Contractor's fail to prepare and submit a Change Order Request for a decrease in Contract Sum, a decrease in Contract Price, or both associated with a decrease in the Contract Scope of Work within a timely manner, but in no case more than twenty (20) working days after the Contractor's is directed by the City, or the Construction Manager acting on behalf of the City, to delete said work, the City shall process a unilateral Contract Change Order in accordance with Force Account Payment Procedures below.

## **25. NEGOTIATED CONTRACT CHANGE ORDERS**

Whenever a revision to the Contract Scope of Work results in a potential difference in Contract Sum, the Contractor's shall submit in the form prescribed by the City, an itemized breakdown of Contractor's and subcontractor's direct costs, including labor, material, equipment, and approved services, pertaining to such revised work with complete supporting data for the quantities and prices quoted. Labor documentation shall include, but not be limited to, time cards for all employees of the Contractor's and its Subcontractor's performing all additional labor. This information shall be submitted by the Contractor's to the City as part of a Change Order Request.

Where the Contractor's Change Order Request includes costs submitted from any subcontractor's, at any tier, for labor, material, equipment, and approved services, the Contractor's shall be solely responsible for verifying the accuracy of said subcontractor's costs in accordance with applicable law and the Contract Documents prior to submitting the Change Order Request to the Construction Manager.

The Contractor's direct costs shall be limited to the following:

1. Direct Labor Actual Payroll costs for workers and foremen, including wages, fringe benefits as established by negotiated labor agreements or Federal or State prevailing wages, Workers. Compensation and Labor insurance and labor taxes as established by Law. No other fixed labor burdens will be considered, unless approved in writing by the Construction Manager. The Contractor's direct costs shall not include any costs associated with documenting employee labor hours associated with any revision in Contract Scope of Work as all such indirect costs form a part of the Contractor's overhead expense.
2. The cost of materials, including sales tax, if paid for by the Contractor's or its subcontractor's, in such work as can be substantiated by documentation considered acceptable to the Construction Manager.
3. The cost of equipment based on fair rental or ownership value as accepted by the Construction Manager. The rates for rented or Contractor's-owned equipment shall not exceed the rates as published in the State of California, Business, Transportation, and Housing Agency, Department of Transportation, Construction Program, Labor Surcharge & Equipment Rental Rates, latest Edition. For equipment, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use.
4. The cost of incidentals directly related to such work. The direct costs shall not include any labor or office costs pertaining to the Contractor's Managers or Superintendents, its office and engineering staff, its office facilities, or anyone not directly employed on such work, nor the cost of small tools as all such indirect costs form a part of the Contractor's overhead expense.

Under the methods described above, the maximum percentage which will be allowed for the Contractor's combined overhead and profit shall be limited to the following:

1. For work by its own organization, the Contractor's may add the following percentages:
  - a. (Actual Direct Labor) 10 percent (10%)
  - b. Materials 5 percent (5%)
  - c. Equipment (owned or rented) 5 percent (5%)

2. For all such work done by subcontractor's, such subcontractor's may add the same percentages as for the Contractor's above to its actual net increase in costs for combined overhead and profit. The Contractor's may add up to five percent (5%) of the subcontractor's total for its combined overhead and profit.

3. For all such work done by subtier-subcontractor's, such subtier-subcontractor's may add the same percentages as for the Contractor's as listed above to its actual net increase in costs for combined overhead and profit, and the subcontractor's may add up to five percent (5%) of the subtier-subcontractor's total for its combined overhead and profit. The Contractor's may add up to five (5%) percent of the subcontractor's total for its combined overhead and profit.

4. To the total of the actual costs and fees allowed herein, not more than two percent (2%) shall be added for additional bond and insurance costs.

The above fees represent the maximum limits which will be allowed, and they include all and any costs, markups, profits, etc. associated with the preparation and performance and completion of the work.

When both additions and credits are involved in any one Contract Change Order, the combined overhead and profit shall be figured on the basis of the net increase, if any, for each area of work; i.e., labor, material, equipment, approved services, and subcontractor's. The amount of credit to be allowed by the Contractor's to the City for any such change which results in a net decrease in the Contract Sum will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method for Force Account Payment.

The Contractor's shall not claim for anticipated profits on work that may be omitted.

## **26. FORCE ACCOUNT PAYMENT PROCEDURES**

If either the amount of work, payment, or time extension for a Contract Change Order cannot be determined or agreed upon beforehand, the City may direct by a Field Directive or Contract Change Order that the Contractor's perform a revision to the Contract Scope of Work on a Force Account basis. For the actual work performed, the Contractor's payment will be made for the documented actual cost of direct labor, material, and equipment with markups in accordance with section 25.

The City reserves the right to furnish such materials and equipment as it deems expedient and the Contractor's shall have no claim for profit or added fees on the cost of such materials and equipment

Prior to the commencement of Force Account work, the Contractor's shall notify the City of its intent to begin work. Labor, equipment and materials furnished on Force Account work shall be recorded daily by the Contractor's upon report sheets furnished to the Contractor's by the City. The reports, if found to be correct, shall be signed by both the Contractor's and the City, and a copy of which shall be furnished to the City no later than the working day following the performance of said work.

The daily report sheet shall thereafter be considered the true record of Force Account work provided. If the City does not agree with the labor, equipment and/or materials listed on the Contractor's daily Force Account report, the Contractor's and City shall sign-off on the items on which there is agreement. The Construction Manager shall then review the items of disagreement, and will advise the Contractor's, in writing, of its determination. If the Contractor's disagrees with this determination, it shall have the right to file a claim notice in accordance with Section "Claims and Resolution of Claims".

The Contractor's shall maintain its records in such manner as to provide a clear distinction between the direct costs of work paid for on a Force Account basis and the costs of other operations.

To receive partial payments and final payment for Force Account work, the Contractor's shall submit, in a manner approved by the City, detailed and complete documented verification of the Contractor's and any of its subcontractor's actual costs involved in the Force Account pursuant to the associated Field Directive or Contract Change Order. Such costs shall be submitted within thirty (30) days after said work has been performed. No payments will be made for work billed and submitted to the Construction Manager after the thirty (30) day period has expired.

The Contractor's Force Account invoice shall itemize the materials used and shall cover the direct costs of labor and the charges for equipment rental, whether furnished by the Contractor's, subcontractor's, or other forces. The invoice shall be in a form acceptable to the Construction Manager and shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, a copy of all time cards, and the size, type, and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendor's invoices.

When both additions and credits are involved in any one Contract Change Order, the combined overhead and profit shall be figured on the basis of the net increase, if any. The amount of credit to be allowed by the Contractor's to the City for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method described in this Section. The Contractor's shall not claim for anticipated profits on work that may be omitted.

#### **27. UNIT PRICE ADJUSTMENTS DUE TO INCREASED OR DECREASED QUANTITIES**

The unit prices as stated in the Bid Proposal and as negotiated in any Contract Change Order shall apply to one hundred percent (100%) of the quantity indicated to be the estimated quantity for the Bid item, plus or minus forty percent (40%).

#### **28. DIFFERING SITE CONDITIONS**

Pursuant to Public Contract Code Section 7104, the Contractor's shall promptly, and before such conditions are disturbed, notify the City in writing, if any of the following is encountered:

1. Material at the Project Site that the Contractor's believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to a Class 1, Class 11, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the Project Site that differs from those indicated in the Contract Documents.
3. Unknown physical conditions at the Project Site of any unusual nature which differs materially from those ordinarily encountered, and which is generally recognized as inherent in work of the character provided for in the Contract Documents.

Upon notification the City shall promptly, investigate the conditions observed by the Contractor's. If the City finds that the conditions do materially differ from the Bid and Contract Documents, or do involve hazardous waste, and do cause a decrease or increase in the Contractor's cost of, or the time required for, prosecution of any part of the work, the City shall cause to be issued a Contract Change Order under the procedures provided for Contract Change Orders.

In the event that a dispute arises between the City and the Contractor's concerning 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, prosecution of any part of the work, the Contractor's shall not be excused from any scheduled Contract Completion Date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor's shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the City and the Contractor's and in accordance with Section "Claims and Resolution of Claims". No claim of the Contractor's under this clause shall be allowed unless the Contractor's has given the required notice.

#### **29. CLAIMS AND RESOLUTION OF CLAIMS**

If the Contractor's disagrees with the City's decision, or in any case where the Contractor's deems additional compensation or a time extension to the Contract period is due the Contractor's for work or materials not covered in the Contract or which the City has not recognized as extra work, the Contractor's shall notify the City, in writing, of its intention to make a claim.

Claims pertaining to decisions shall be submitted in writing to the City within five (5) days of the Contractor's notification of the City's decision. All other claims notices for extra work shall be filed in writing to the Construction Manager prior to the commencement of such work. Written notice shall use the words ".Notice of Potential Claim..". Such Notice of Potential Claim shall state the circumstances and the reasons for the claim, and the estimated amount for the claim. No claim for additional compensation or extension of time for a delay will be considered unless the provisions of these Specifications for Delays and for Time Extensions are complied with. No claim filed after the date of final payment will be considered.

It is agreed that unless notice is properly given, the Contractor's shall not recover costs incurred by the Contractor's as a result of the alleged extra work, changed work or other situation which had proper notice been given would have given rise to a right for additional compensation. The Contractor's should understand that timely notice of potential claim is of great importance to the City, and is not merely a formality. Such notice allows the City to consider preventative action, to monitor the Contractor's increased costs resulting from the situation, to marshal facts, and to plan its affairs. Such notice by the Contractor's, and the fact that the City has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

### **30. RECORDS OF DISPUTED WORK**

In proceeding with a disputed portion of the Work, the Contractor's shall keep accurate records of its costs and shall submit to the City, a daily summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used.

### **31. SUBMISSION OF CLAIM COSTS**

Where the Contractor's disagrees with any decision of the City, or where the Contractor's believes that it has not been properly compensated for a Contract Change Order, or where the Contractor's believes that compensation is due for a Field Directive, the Contractor's shall submit a claim in accordance with the following schedule:

- a. To dispute a decision made by the City, the Contractor's shall submit to the City a claim within five (5) working days of the disputed decision. The Contractor's shall keep accurate records of its costs of disputed work, and shall submit to the City daily summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used. Such information shall be submitted to the City at the end of the following working day of the day the disputed work is performed by the Contractor's. Receipt of such information by Construction Manager shall not be construed as an authorization for or acceptance of the disputed work.
- b. A total final claim amount shall be submitted to the City within five (5) working days of completion of the disputed work. The total final claim submittal shall include the daily summaries previously submitted.

Claims shall include an itemized breakdown of the Contractor's and subcontractor's direct costs, including labor, material, equipment, and approved services, pertaining to such disputed work with complete supporting data for the quantities and prices quoted. Labor documentation shall include, but not be limited to, time cards for all employees of the Contractor's and its Subcontractor's performing all additional labor. This information shall be submitted by the Contractor's to the City as part of a Change Order Request.

In the event that the City determines that a claim is just, the City shall be allowed to pay for the disputed work in accordance with Section "Changes to the Contract".

### **32. CLAIMS MEETINGS**

From time to time the City may call a special meeting to discuss outstanding claims should the City deem this of possible help. The Contractor's shall cooperate and attend such meetings prepared to discuss its claims, making available the personnel necessary for resolution, and all documents which may reasonably be requested by the Construction Manager.

### **33. RESOLUTION OF CLAIMS**

For all contracts awarded during the effective dates of Public Contract Code Section 20104, where claims cannot be resolved between the parties, claims for three hundred and seventy five thousand dollars (\$375,000) or less shall be resolved pursuant to the provisions of that code section.

Unless this Contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the City and the Contractor's that are not resolved between the City and the Contractor's and are not governed by Public Contract Code 20104 shall be decided by a court of competent jurisdiction. Arbitration shall not be used for resolution of these disputes. Should either party to this Agreement bring legal action against the other, the case shall be handled in the California County where the work is being performed.

**END OF GENERAL SPECIFICATIONS**

# TECHNICAL SPECIFICATIONS

REQUEST FOR BIDS NO. 17-06

## HOLIFIELD PARK SCOUT HOUSE TENANT IMPROVEMENTS PROJECT IN THE CITY OF MONTEBELLO

### DETAIL SCOPE OF WORK:

#### INTERIOR WORK

- 1) Demolition and removal of existing wooden cabinets near/by rear entrance.
- 2) Removal of door and expansion of opening to A.D.A compliant standard.
- 3) Removal of 4 existing entrance doors, and replace with 4 A.D.A compliant steel doors. To include frames and stucco work.
- 4) Installation of mirror on one wall in increments of 5 feet, to total 30 feet long by 8 feet tall. To include metal handrail bar alongside of mirrors.
- 5) Converting existing male and female restrooms to make one unisex restroom, including re-routing existing pipes for all plumbing fixtures (sink, toilet and urinal stall).
- 6) Installation of a 6-foot wall plus one solid wood door with frame (A.D.A compliant/standard).
- 7) Painting of 10 outlet covers in black color.
- 8) Installation of new Formica sheet on existing half circle counter, between kitchen and main room.
- 9) Removal and replacement of existing boards from one wall (boards will be provided by customer).
- 10) Removal of two doors, install drywall and convert to 1 wooden door (A.D.A. compliant/standard).
- 11) Painting of existing chimney to black color (minimum 2 coats of paint).
- 12) Removal of existing flooring in main room and installation of new flooring (see Mannington Adura Max, Sausalito Bridgeway – MAX073 or equal) in room with a solid wooden door. (Sample of flooring material and color are included in these Technical Specifications, and can only be changed with written approval of customer).
- 13) Painting of all interior walls (minimum of 1 prime coat and 2 coats of paint), including but not limited to main entrance area, office rooms, kitchen area, new restroom, rear entrance area and doors.
- 14) Painting the bottom of mirror wall in black color.
- 15) Removal of existing water heater to be replaced with an instant square type water heater.
- 16) Removal and installation of new V.C.T flooring, in kitchen area 11 x 11, office room 11 x 11, rear entrance area 24 x 6, restroom and hallway. (Floor color to be chosen by customer).

#### EXTERIOR WORK

- 17) Installation on one side only of handrail on existing concrete steps of main entrance.
- 18) Installation of walk through door on existing chain-link fence.
- 19) Replacement only of 7 existing exterior light fixtures.
- 20) Pouring of concrete of approximately 8 feet x 10 feet on rear door with a slight downward slope away from building.

**Adura® Max**

 **MANNINGTON.**

**Sausalito  
Bridgeway**

**| MAX073**

**Lifetime Warranty**

**END OF TECHNICAL SPECIFICATIONS**

**Department of Industrial Relations (DIR)  
Contractor Registration Number**

**Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: <http://www.dir.ca.gov/Public-Works.html>.**

**For the requirement, provide the following information:**

**Contractor Name:** \_\_\_\_\_

**Contractor Department of Industrial Relations Registration Number:**

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**Expiration Date of Registration Number:** \_\_\_\_\_

# **SAMPLE CONTRACT/AGREEMENT**

CITY OF MONTEBELLO  
CONTRACT AGREEMENT

FOR

**HOLIFIELD PARK SCOUT HOUSE TENANT IMPROVEMENTS PROJECT**

**FY 2016/2017  
REQUEST FOR BIDS NO. 17-06**

IN THE CITY OF MONTEBELLO

This Contract Agreement is made and entered into for the above stated project this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. BY AND BETWEEN the City of Montebello, as AGENCY, and \_\_\_\_\_ as CONTRACTOR. WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

## ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, diagrams, and appendices, together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

## ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all equipment, materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

## ARTICLE III

CONTRACTOR agrees to receive and accept the unit and/or lump sum prices set forth in the Proposal as full compensation for furnishing all equipment, materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring 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 certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE VII

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

ARTICLE VIII

CONTRACTOR shall take and assume all responsibility for the work. CONTRACTOR shall bear all losses and damages directly or indirectly resulting to him, to the City, or to others on account of the performance under this contract, or the character of the work, accidents or any other causes whatsoever.

CONTRACTOR shall assume the defense and indemnify and save harmless the City, its officers, employees, City Engineer Staff and Engineers and personnel retained by the City from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from performance of this contract or work, regardless of responsibility for negligence; from any and all claims, loss, damage, injury, and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by this contract, or CONTRACTOR's performance thereunder, regardless of responsibility for negligence.

ARTICLE IX

**STATE LABOR CODE.** Contractor agrees to abide by the provisions of the State Labor Code, and to comply with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations and/or for projects being funded by the Federal Government the requirements of the Federal Government and applicable federal wage rates. The Contractor is to pay the higher of the state or federal wages when Federal Funds are used in this project. This is a locally funded project.

**The total contract Base Bid price of this agreement is \$ \_\_\_\_\_ based on estimated quantities given on the Base Bid Sheet.**

ARTICLE X

The contract construction period for this project is **Ninety (90) working days** from the effective date of Notice-to-Proceed to be issued by the AGENCY.

#### ARTICLE XI (PREVAILING WAGES)

(a) Contractor agrees to comply with the provisions of California Labor Code Section 1773.8, which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.

(b) Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit no more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by a subcontractor.

(c) Contractor agrees to comply with the provisions of California Labor Code Section 1776 which requires Contractor and each subcontractor to (i) keep accurate payroll records, (ii) certify and make such payroll records available for inspection as provided by Section 1776, and (iii) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

(d) Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that the Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

(e) Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours without approval of the City. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollar (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day or portion thereof during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division, 2, Part 7, Chapter 1, Article 3 of the California Labor Code. The Contractor may, with the approval of the City Engineer, use his employees to carry out work on the project beyond the normal eight (8) hour workday and on Saturdays, Sundays and Holidays provided the employees are paid at the following hourly rates:

- Week days (Monday through Fridays) after eight (8) hours daily and not to exceed twelve (12) hours daily total per day and not exceeding forty-eight (48) hours work in a seven (7) day period week at one and one-half (1.5) times the prevailing hourly wage for the initial eight (8) hours of regular work time for the time worked after the initial eight (8) hours regular time.
- Saturdays, Sundays and Holidays for time worked after forty (40) hours of regular work time in a seven (7) day period week at the rate of two (2.0) times the prevailing hourly wage for the initial eight (8) hours of regular weekday work time and not to exceed a total of forty-eight (48) hours of work within the seven (7) day work week period.

(f) California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or under 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.”

ARTICLE XII (PROMPT PAYMENT)

**Prompt Progress Payment to Subcontractors**

Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime contractor or subcontractor to pay a subcontractor no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of the Agency. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
(Title)

Contractor’s License No. \_\_\_\_\_

AGENCY Business License No. \_\_\_\_\_

Federal Tax Identification No.: \_\_\_\_\_

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

AGENCY: \_\_\_\_\_

Francesca Tucker-Schuyler, City Manager

ATTESTED: \_\_\_\_\_

Irma Barajas, City Clerk of the City of Montebello

Date \_\_\_\_\_

APPROVE TO AS FORM:

\_\_\_\_\_  
Arnold Alvarez-Glasman, City Attorney

FAITHFUL PERFORMANCE BOND  
(WARRANTY BOND)

FOR

**HOLIFIELD PARK SCOUT HOUSE TENANT IMPROVEMENTS PROJECT**

**FY 2016/2017  
REQUEST FOR BIDS NO. 17-06**

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_  
\_\_\_\_\_ as CONTRACTOR and  
\_\_\_\_\_, as SURETY, are held and firmly  
bound unto the City of Montebello, as AGENCY, in the penal sum of  
\_\_\_\_\_ dollars  
(\$ \_\_\_\_\_), which is one-hundred percent (100%) of the total  
Base Bid contract amount for the above stated project, for the payment of which sum, CONTRACTOR and  
SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded  
and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if  
CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner  
and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force  
and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made  
pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or  
SURETY, and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR\* \_\_\_\_\_  
\_\_\_\_\_

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

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

\* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and  
telephone number of authorized representative.

MATERIAL AND LABOR BOND  
FOR  
**HOLIFIELD PARK SCOUT HOUSE TENANT IMPROVEMENTS PROJECT**  
**FY 2016/2017**  
**REQUEST FOR BIDS NO. 17-06**  
IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_  
\_\_\_\_\_, as CONTRACTOR, and  
\_\_\_\_\_, as SURETY, are held and firmly  
bound unto the City of Montebello, as AGENCY, in the penal sum of  
\_\_\_\_\_ dollars  
(\$ \_\_\_\_\_), which is one-hundred percent (100%) of the  
total Base Bid contract amount for the above stated project, for payment of which sum, CONTRACTOR  
and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been  
awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated  
project, if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in  
the performance of the work to be done under said contract, or fails to submit amounts due under the  
State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an  
amount not exceeding the sum set forth above, which amount shall inure to the benefit of all persons  
entitled to file claims under the State Code of Civil Procedures; provided that any alteration made  
pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or  
SURETY, and notice of said alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties have set their names, titles, hands, and seals this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR\* \_\_\_\_\_  
\_\_\_\_\_

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

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

\* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address  
and telephone number of authorized representative.