DATE: February 28, 2023

TO: Mayor and Council Members

FROM: Public Works Department

SUBJECT: Agreement with AC Pros, Inc. for the Los Angeles County Fire Station No. 171 HVAC Upgrade Project, FY 2022-2023 (Bid No. CB -22-18)

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:
1. Award a contract and approve an agreement with AC Pros, Inc., in a total amount not to exceed $404,160 (includes a City controlled and directed twenty percent (20%) contingency in an amount not to exceed $67,360), for the Los Angeles County Fire Station No. 171 HVAC Upgrade Project, FY 2022-2023, per Bid No. CB-22-18 (General Fund); and
2. Adopt a resolution amending the Fiscal Year 2022-2023 Budget to fund the Fire Station HVAC Upgrade project in the amount of $154,160.

BACKGROUND:
The heating, ventilation, and air conditioning (HVAC) system at the Los Angeles County Fire Station, No. 171 (Station 171), located at 141 W. Regent, is over forty-eight (48) years old and requires replacement, due to frequent breakdowns.

On March 29, 2022, Air Conditioning Solutions, Inc., under Short Form Agreement No. 22-098, provided an enhanced Engineering Study with the recommendation to upgrade the existing HVAC equipment to a new Variable Refrigerant Flow (VRF) system. The VRF system is the most energy efficient.

On June 20, 2022, ICI Engineers, Inc., under Short Form Agreement No. 22-207, provided a complete mechanical, electrical, and structural engineering design set of plans for the HVAC upgrade of Fire Station No. 171.

The project scope of work will include the following:
1. Replacement of two (2) existing HVAC Systems with two (2) new LG MULTI V (or equal) Variable Refrigerant Flow Systems;
2. Installation of nine (9) Digital Programmable Thermostats, BACnet ready;
3. Installation of nine (9) Fan Coils, with Fan Coil Controllers; and
4. Cleaning of the existing Air Ducts Network.
DISCUSSION:
On September 22, 2022, the City advertised construction Bid No. CB-22-18 for the Los Angeles County Fire Station, No. 171 HVAC system upgrade through Harald Publications and Planet Bids.

On November 3, 2022, a total of five (5) bids were received. The results are summarized in the following table:

<table>
<thead>
<tr>
<th>No.</th>
<th>Vendor</th>
<th>Location</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>AC Pros, Inc.</td>
<td>Tarzana, CA</td>
<td>$336,800</td>
</tr>
<tr>
<td>2</td>
<td>Tri-Chem Technology, Corp.</td>
<td>Buena Park, CA</td>
<td>$426,690</td>
</tr>
<tr>
<td>3</td>
<td>Bon Air, Inc.</td>
<td>Los Angeles, CA</td>
<td>$453,960</td>
</tr>
<tr>
<td>4</td>
<td>Scorpio Enterprises, dba AireMasters Air Conditioning</td>
<td>Santa Fe Springs, CA</td>
<td>$551,000</td>
</tr>
<tr>
<td>5</td>
<td>RAN Enterprises, Inc.</td>
<td>Huntington Beach, CA</td>
<td>$650,000</td>
</tr>
</tbody>
</table>

Staff reviewed the unit bid prices and found them to be comparable to current market prices. Following verification of licenses, references, and past performance on similar projects, it was determined that AC Pros, Inc. is the lowest responsive bidder.

The nature of work for this contract has inherent uncertainties, due to the age of the HVAC equipment. Recent material cost escalation also presents some uncertainty. As a result, the Public Works Department recommends a twenty percent (20%) project contingency to mitigate any additional costs associated with these uncertainties and unforeseen conditions during construction.

Project completion is essential before the start of the summer season, which provides a short window of approximately four (4) months for construction. Having a twenty percent (20%) project contingency would avoid delay of the project, resulting from staff returning to City Council to request additional funding, if needed.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Upon City Council adoption of the proposed resolution amending the Fiscal Year 2022-2023 Budget, sufficient appropriations will be available for project completion (see Exhibit A). The budget amendment will increase the current appropriation of Account Code No. 001.100.P941.44860 from $250,000 to $404,160 to provide adequate appropriation for project completion in the current fiscal year.
Upon approval of the proposed agreement and issuance of the Notice to Proceed (NTP), staff requests the issuance of the following purchase orders:

### Purchase Order Issuance for Project Construction

<table>
<thead>
<tr>
<th>Account Code No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>001.100.P941.44860</td>
<td>General Fund – Capital Projects – City Hall Facilities Renovations – Contract Services</td>
<td>$336,800</td>
</tr>
</tbody>
</table>

### Purchase Order Issuance for Project Contingency

<table>
<thead>
<tr>
<th>Account Code No.</th>
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</thead>
<tbody>
<tr>
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<td>General Fund – Capital Projects – City Hall Facilities Renovations – Contract Services</td>
<td>$67,360</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF ANY ATTACHMENTS:**
Attachment No. 1: Resolution with Exhibit A
Attachment No. 2: Agreement
Attachment No. 3: Insurance

**PREPARED BY:**
Eloy Castillo, Principal Civil Engineer
Juan Trinidad, Energy Operations Supervisor
Rae Aldridge, Management Assistant
Robert M. Braden, Consultant

**COUNCIL PRESENTER:**
Louis A. Atwell, Assistant City Manager/Public Works Director
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD/
ASSISTANT CITY MANAGER APPROVAL:
Louis A. Atwell, PW Director/Asst. City Mgr.

CITY MANAGER APPROVAL:
Artie Fields, City Manager
Attachment No. 1
RESOLUTION NO.: _____

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF INGLEWOOD, CALIFORNIA, AMENDING
THE FISCAL YEAR 2022-23 BUDGET TO FUND THE
FIRE STATION HEATING, VENTILATION, AND AIR
CONDITIONING UPGRADE PROJECT.

WHEREAS, the heating, ventilation and air conditioning (HVAC) system at the Los Angeles County Fire Station #171, located at 141 W Regent is over forty-eight (48) years old and requires replacement due to its frequent breakdown and current inefficient operation; and

WHEREAS, on March 29, 2022, Air Conditioning Solutions, Inc., under Short Form Agreement No. 22-098, provided an enhanced Engineering Study with recommendations to upgrade existing HVAC equipment with a new Variable Refrigerant Flow (VRF) Systems as the most energy efficient; and

WHEREAS, upon Council adoption of this resolution amending the Fiscal Year 2022-2023 Budget, sufficient appropriations will be available for project completion; and

WHEREAS, this budget amendment will facilitate the necessary fund transfer so that funding for the project can be accurately tracked.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Inglewood, California, does hereby:

Section 1. Amend the City’s 2022-2023 fiscal year budget as shown in Exhibit “A,” which is attached to this resolution and incorporated herein as if set forth in full.

Section 2. The City Clerk shall certify the adoption of this resolution, and the same shall be in full force and effect immediately upon adoption.

///
///
///
///
Passed, approved and adopted this ___________ day of __________, 2023

CITY OF INGLEWOOD:

__________________________
James T. Butts, Jr.,
Mayor

ATTEST:

__________________________
Aisha L. Thompson,
City Clerk
## Revenue Source: General Fund Reserve

<table>
<thead>
<tr>
<th>Fund</th>
<th>001</th>
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</thead>
<tbody>
<tr>
<td>Agency</td>
<td>100</td>
</tr>
<tr>
<td>Orgn:</td>
<td>P941</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditure Code</th>
<th>Expenditure Description</th>
<th>Current Budget FY 22/23</th>
<th>Amended Budget</th>
<th>Increase / Decrease</th>
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</thead>
<tbody>
<tr>
<td>44860</td>
<td>Contract Services</td>
<td>250,000.00</td>
<td>404,160.00</td>
<td>154,160.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>250,000.00</td>
<td>404,160.00</td>
<td>154,160.00</td>
</tr>
</tbody>
</table>

City Hall Facilities Renovations
Exhibit A
Page 1 of 1
Attachment No. 2
AGREEMENT NO.: ______

THIS AGREEMENT is made and entered into this ________ day of ________________, 2023, by and between the CITY OF INGLEWOOD (hereinafter referred to as the "City"), a municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301; and AC PROS, INC., (hereinafter referred to as the "Contractor") a California corporation, with a corporate number of C2742475, duly organized and in good standing in the State of California, with a Contractors State License Board number of 871281 and a principal business address of 18340 Ventura Boulevard, Suite 216, Tarzana, California 91356 and a mailing address of 18653 Ventura Boulevard Suite 251, Tarzana, California 91356.

RECITALS

WHEREAS, the heating, ventilation and air conditioning ("HVAC") system at the Los Angeles County Fire Station #171 ("Station 171"), located at 141 W Regent is over forty-eight (48) years old and requires replacement due to its frequent breakdown and current inefficient operation; and

WHEREAS, on March 29, 2022, Air Conditioning Solutions, Inc., under Short Form Agreement No. 22-098, provided an enhanced Engineering Study with recommendations to upgrade existing HVAC equipment with a new Variable Refrigerant Flow System as the most energy efficient; and

WHEREAS, on June 20, 2022, ICI Engineers, Inc., under Short Form Agreement No. 22-207, provided a complete mechanical, electrical, and structural engineering design set of plans for the HVAC upgrade of Station No. 171; and

WHEREAS, on September 22, 2022, the City advertised construction bid number CB-22-18 for the Los Angeles County Fire Station No. 171 HVAC system upgrade (the "Project"); and

WHEREAS, on November 3, 2022, a total of five (5) bids were received and the Contractor was ultimately selected; and

WHEREAS, the Contractor represents that it is validly registered with the California Department of Industrial Relations as required by law with a PWC Registration Number of 1000031839; and
WHEREAS, the Contractor represents that its listed subcontractor(s), if any, is in good standing in the State of California and validly registered with the California Department of Industrial Relations as required by law; and

WHEREAS, the Contractor represents that it and its subcontractor(s), if any, will remain validly licensed as required by law; and

WHEREAS, the Contractor represents that it has the background, knowledge, experience and expertise to perform the obligations set forth in this Agreement; and

WHEREAS, the City and the Contractor now seek to enter into this Agreement.

NOW THEREFORE, the City and Contractor (hereinafter referred to collectively as the “Parties” and individually as “Party”) hereto mutually agree as follows:

ARTICLE 1 – INCORPORATION OF RECITALS

All of the recitals are incorporated herein by reference.

ARTICLE 2 – SCOPE OF WORK

Contractor shall:

1. Perform City’s Project, in a good, workmanlike, and timely manner and in accordance with Exhibit “A,” Addendum One, dated October 26, 2022; and Exhibit “B,” Los Angeles County Fire Station No. 171 HVAC Upgrade Project, FY 2022-2023, Bid No.: CB-22-18; and Exhibit “C,” the Contractor’s Proposal. Each Exhibit is incorporated herein by this reference as if set forth in full. In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be (in descending order):

   a. Change orders and Amended Agreements (whichever occurs last);
   b. This Agreement;
   c. Exhibit “A;”
   d. Exhibit “B;”
   e. Exhibit “C;”

2. Ensure that all work is done in a workmanlike and professional manner and in accordance with standard industry practices.

3. Agree to comply with, and be bound by all applicable federal, state, county,
and local laws, rules, and regulations.

4. Ensure that all personnel engaged by the Contractor to perform the services contemplated by this Agreement shall be properly licensed.

5. Obtain, at its own expense, all necessary licenses, and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement.

6. Secure the payment of workers' compensation to its employees as provided in California Labor Code Sections 1860 and 3700 and agree, that pursuant to California Labor Code Section 1810, that eight (8) hours' labor constitutes a legal day's work.

7. Correct all defects detected in workmanship and materials and agree that all defects shall be corrected at the expense of the Contractor and approved by the Public Works Director or his designee. No payment shall be made to the Contractor until corrections are completed and approved.

8. Agree that should disputes arise respecting the true value of any work done, of any work omitted, or any extra work, which the Contractor may be required to do, or respecting the size of payment to the Contractor during the performance of this contract, such dispute shall be initially decided by the Director of Public Works.

9. Abide by California Public Contract Code Section 7104 and California Labor Code Section 6705 whenever such Codes are relevant.

10. Agree to comply with the applicable provisions of California Labor Code Section 1777.5 relating to employment by the Contractor and all subcontractors under it, of journeymen, or apprentices, or workmen in any apprentice craft or trade. The Contractor specifically agrees to comply with the applicable provisions of California Labor Code Section 1770 through and including Section 1776 relating to compliance monitoring and enforcement, payment of prevailing wages to all workmen employed in the performance of the services contemplated by this Agreement by the Contractor and all subcontractors under it and to keep and maintain accurate certified payment records.

11. Agree that any digging of trenches or other excavations that extend deeper
than four (4) feet below the surface, then the Contractor shall:

   a. Promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

   i. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

   ii. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

   iii. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

12. Agree that, in the event a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under the Agreement. The Contractor shall retain any and all rights provided by this Agreement first and then by relevant law which pertain to the resolution of disputes and protests between the Parties.

13. Agree that statutory provisions for penalties for failure to pay prevailing wages will be enforced and that the statutory provisions for penalties for failure to comply with the state's wage and hour laws will be enforced.

14. Provide a written guarantee of workmanship and safety to the Public Works Director or his designee. No payment shall be made to the Contractor without said written guarantee.
ARTICLE 3 – CITY’S DUTIES

The City hereby promises to provide all access, data, records, and documents reasonably within its possession or control as are necessary for the Contractor to perform the services contemplated by this Agreement.

ARTICLE 4 – TERM

Time is of the essence with respect to all time limits set forth in this Agreement. The Contractor shall diligently prosecute the Work to Substantial Completion within one hundred and twenty (120) Working Days after the date specified in the City’s Notice to Proceed (“NTP”). The term of this Agreement shall run from the date first written above until the final acceptance of all work by the City.

ARTICLE 5 – COMPENSATION

1. Contractor shall be paid, pursuant to the bid items in the bid table in Exhibit “C,” a not-to-exceed amount of Three Hundred and Thirty-Six Thousand Eight Hundred Dollars ($336,800) for all work faithfully performed.

2. Contractor shall invoice, from the date of NTP, the City every thirty (30) days for services contemplated hereunder and which have been completed within that thirty (30) day period.

3. Contractor shall invoice City within ten (10) working days after the completion of the project. City shall pay Contractor in the ordinary course of City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing Contractor’s invoices.

4. Contractor agrees that, should work be performed outside the scope of services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of Contractor, and Contractor shall have no claim against the City for reimbursement.

ARTICLE 6 – TERMINATION

1. Without limitation to any of the City’s other rights or remedies at law or in equity, and reserving to itself all rights to losses related thereto, the City shall have the right
to terminate or suspend this Agreement, in whole or in part, if it encounters conditions during
the work contemplated hereunder that make it impossible or impracticable to proceed; or if
the City is prevented from proceeding with the Agreement by law or by official action of a
public authority; or if there is an unavailability of City Funds; or if the Contractor violates any
material provisions of this agreement; or if the Contractor fails to provide the services
required of this Agreement in a satisfactory manner as determined by the City Engineer.
Upon the failure of the Contractor to promptly cure any default, the City’s election to
terminate the Agreement for default shall be communicated by giving the Contractor a
written notice of termination in the manner specified in Article 7 – Notices, of this
Agreement.

2. The City shall have the option, at its sole discretion and without cause, of
terminating this Agreement in part or in whole by giving thirty (30) Days written notice to the
Contractor. The Contractor agrees to accept such sums as allowed under this Paragraph 2 as
its sole and exclusive compensation and waives any claim for other compensation or Losses,
including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or
other consequential, direct, indirect or incidental damages of any kind.

a. Following such termination and within forty-five (45) Days after receipt of a
   billing from the Contractor seeking payment of sums authorized by this
   Paragraph 2, the City shall pay to the Contractor as its sole compensation
   for performance of the Work the following:

   i. For Work Performed. The amount of the Contract Sum allocable to
      the portion of the Work properly performed by the Contractor as of
      the date of termination, less sums previously paid to the
      Contractor. In no event, however, shall the compensation paid
      pursuant to this Paragraph 2 exceed the amount which would have
      been payable pursuant to Article 5 of this Agreement.

   ii. For Close-out Costs. Reasonable costs of the Contractor and its
       Subcontractors for:
1. Demobilizing and
   2. Administering the close-out of its participation in the Project
      (including the amount for any and all materials and/or
      equipment ordered [which cannot be cancelled]) for a
      period of no longer than thirty (30) Days after receipt of the
      notice of termination.

      iii. For Fabricated Items. Previously unpaid cost of any items delivered
           to the Project Site, which were fabricated for subsequent
           incorporation in the Work.

   b. Subcontractors. The Contractor shall include provisions in all of its
      subcontracts, purchase orders and other contracts permitting termination
      for convenience by the Contractor on terms that are consistent with this
      Agreement and that afford no greater rights of recovery against the
      Contractor than are afforded to the Contractor under this Paragraph 2.

   c. Contractor’s Duties Upon Termination. Upon receipt of a notice of
      termination for default or for convenience, the Contractor shall, unless the
      notice directs otherwise, do the following:

      i. Immediately discontinue the Work to the extent specified in the
         notice;

      ii. Place no further orders or subcontracts for materials, equipment,
         services or facilities, except as may be necessary for completion of
         such portion of the Work as is not discontinued;

      iii. Provide to the City a description, in writing no later than fifteen (15)
         days after receipt of the notice of termination, of all subcontracts,
         purchase orders and contracts that are outstanding, including,
         without limitation, the terms of the original price, any changes,
         payments, balance owing, the status of the portion of the Work
         covered and a copy of the subcontract, purchase order or contract
and any written changes, amendments or modifications thereto, together with such other information as the City may determine necessary in order to decide whether to accept assignment of or request the Contractor to terminate the subcontract, purchase order or contract;

iv. Promptly assign to the City those subcontracts, purchase orders or contracts, or portions thereof, that the City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that the City does not elect to accept by assignment; and

v. Thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project Site or in transit thereto.

**ARTICLE 7 – NOTICES**

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

**Notice**

If notice to either Party is given, it shall be by personal delivery thereof or by depositing same in United States Mail, enclosed in a sealed envelope postage prepaid and return receipt requested and addressed as follows:

**CITY:**

**CONTRACTOR:**

Alisha L. Thompson,  
City Clerk  
City of Inglewood  
One Manchester Boulevard  
Inglewood, California 90301-1750  

Noam Ziv,  
President  
AC Pros Inc.  
18340 Ventura Boulevard, Suite 216,  
Tarzana, California 91356  

**WITH COPY TO:**

**AGENT FOR SERVICE OF PROCESS ONLY**

Director Public Works  
Individual 2501781 Noam Ziv  
One Manchester Boulevard  
18340 Ventura Boulevard, Suite 216  
Tarzana, California 91356  

**Notice of Surety**

If notice is given to Surety, it shall be by personal delivery to the Surety or by depositing same in United States mail, enclosed in a sealed envelope, addressed to the Surety at the address of the Surety shown in the applicable Performance Bond or Payment Bond (or, if none is shown, the last known address for the Surety), and sent by registered or certified mail with postage prepaid.

**Effective Date of Notice**

Notice shall be deemed effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, properly addressed, with postage prepaid and return receipt requested.

///
ARTICLE 8 – INSURANCE REQUIREMENTS

The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of Contract.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

2. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than $2,000,000 per accident for bodily injury and property damage.

3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

4. Builder’s Risk (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

5. Surety Bonds as described below.

6. Professional Liability (if Design/Build), with limits no less than $2,000,000 per occurrence or claim, and $4,000,000 policy aggregate.

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

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*Self-Insured Retentions*

Self-Insured retentions must be declared to and approved by the City Attorney’s Office. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

*Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. For any claims related to this project, the Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

**Builder's Risk (Course of Construction) Insurance**

The Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

**Claims Made Policies**

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.
If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

The Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements. All certificates and endorsements are to be received and approved by the Inglewood City Attorney’s Office before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

The Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and the Contractor shall ensure that the City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.
ARTICLE 9 – INDEMNIFICATION

1. Contractor shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part by any negligent act or omission, recklessness or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the negligence, or willful misconduct of the City.

2. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Contractor has agreed to indemnify Indemnitees as provided above, Contractor, upon notice from the City, shall defend Indemnitees at Contractor's expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Contractor under this Article shall ensure Contractor's obligations under this section, but the limits of such insurance shall not limit the liability of the Contractor hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 10 – BONDS

Contractor agrees that, at all times during the performance of the services contemplated by this Agreement, it shall keep and maintain the following Contract Bonds in the amount set forth below:

1. Performance Bond
2. Payment Bond

Said bonds shall be in the form approved by the Inglewood City Attorney and shall be satisfactory to City.

Performance Bond

The Contractor agrees to at all times during the performance of the agreement to obtain, keep, and maintain a faithful performance bond in the amount equal to one hundred
percent (100%) of the Contract price. Said bond shall guarantee to the City the prompt, faithful and competent performance of each and every term, condition and provision set forth in the Contract Documents, said Contract Documents to be incorporated into the Performance Bond by express reference therein. Said Bond and the obligations of Surety thereunder shall remain in full force and effect for as long as the Principal/Contractor’s obligations remain in effect with the City. Said bond shall also be in the form and have the content required for approval by the City Attorney.

Payment Bond

Upon demand by the City, and before Contractor begins Work, of any kind for the Project, the Contractor shall post a Payment Bond pursuant to the requirements of Civil Code section 3247 et. Seq. Contractor shall keep such bond in force and effect as required by applicable law, but in no case less than seven (7) months from the date of acceptance of the Project by the City. Said Bond shall be in an amount equal to one hundred percent (100%) of the Contract price. Said bond shall be in the form approved by the City Attorney.

ARTICLE 11 – LIQUIDATED DAMAGES

It is agreed to by the parties to the contract that in case all the work called for under the contract is not completed expeditiously, safely, and per all of the rules set forth in the contract documents before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the City of Inglewood (in terms of inconvenience, lost productivity, additional administrative costs, and other costs both tangible and intangible). It is also agreed by the parties that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that the Contractor will pay to the City the sum of Four Hundred and Fifty Dollars ($450.00) for each and every day delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Inglewood may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

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Multiple Correction Notices

The Contractor shall receive only one Correction Notice for the same issue, or issues within the same specification section, without sanction. Additional Correction Notices indicate an unwillingness of the contractor to abide by the contract that he/she has entered into. The City may impose Liquidated Damages of Three Hundred Dollars ($300) for each correction notice, which is written on the same issue, or concerning the same section of the specifications.

The City of Inglewood will issue a change order credit to the contract (thereby reducing the contract value) by Three Hundred Dollars ($300) in the case of repetitive correction notices.

ARTICLE 12 – INGLEWOOD BUSINESS LICENSE

The Contractor agrees to at all times during the performance of the Agreement, obtain and maintain an Inglewood City business license. A copy of said license must be forwarded to the City Clerk and Public Works Department prior to issuing the Notice to Proceed (NTP).

ARTICLE 13 – “OR EQUAL” CLAUSE

Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Engineer of equal substance and function. Said materials, article or equipment shall not be purchased or installed by the Contractor without the Engineer's written approval.

Anyone wishing to make an “or equal” request must such request in writing to the Engineer within (7) seven days after the bid opening date.

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ARTICLE 14 – PERMITS, COSTS AND NOTICES

City Permits

Wherever the property of the Federal Government, the State of California, the County of Los Angeles, the City of Inglewood, any local utilities, or of any other agency is affected by the work included in this contract, the Contractor shall procure all permits, give all notices necessary, and bear the cost of all permits and inspection lawfully exacted by said Government, State, County, City, District, Department, or other agency during the time of performing the work affecting said property. In addition, the Contractor shall bear all cost of traffic regulation and traffic control devices lawfully exacted by said State, County, City, or other agency during the time of performing the work affecting said property. Work may not start unless all permits are pulled. The Contractor will bear all the burden of construction delays caused by delays in pulling permits. Permits for all trades for all units must be pulled at one time.

Work within the Public Rights of Way

Contractor shall notify, verbally or in writing the “Permit Section” of City’s Public Works Department at least seventy-two (72) hours prior to starting any Work within a public street or right-of-way. If notice is verbal, Contractor shall prepare and maintain a written record of such notice. Neither the terms hereof nor anything shown on the drawings in connection with rights-of-way provided by the City shall be construed to entitle the Contractor to conduct operations in said rights-of-way in violation of existing regulations restricting interference with watercourses and drainage channels. The Contractor shall take adequate precautions against obstructing storm water flow in any affected watercourse or channel, and shall not deposit excavated materials in any area where they might interfere with or be subject to erosion from such flow.

The Contractor shall be responsible for making their own arrangements for parking facilities, storage areas, and staging area; the Contractor shall obtain written permission from the owners of the affected property for such use, and a copy of each such written permit shall be furnished to the City and property owners for their protection and records. The
Contractor shall indemnify and hold harmless the City from all claims for damages occasioned by such actions.

Encroachment Permits

Contractor shall obtain encroachment permit(s) from the City’s Public Work Department prior to start of any Project Work. The costs of such permits are included on the Contract Sum.

Liability Insurance for Permits

Where required under the terms of the permits, the Contractor shall obtain liability insurance acceptable to and in an amount required by the public agency having jurisdiction. The policy shall insure said agency against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the City. The Contractor shall furnish to each such agency a certificate of protective liability insurance showing the protection afforded and the amount thereof.

Neither the terms hereof nor anything shown on the Drawings in connection with right-of-way provided by the City shall be construed to entitle the Contractor to conduct operations in said rights-of-way in violation of existing regulations restricting interference with watercourses and drainage channels. The Contractor shall take adequate precautions against obstructing storm water flow in any affected watercourse or channel, and shall not deposit excavated materials in any area where they might interfere with or subject to erosion from such flow.

ARTICLE 15 – RESPONSIBILITIES OF PROJECT SUPERINTENDENT

The Contractor shall submit, at the initial pre-construction meeting, written qualification of the proposed Project Superintendent (the “Superintendent”), for City review. The approved Superintendent shall be on the project site full time and will be responsible for all general contract and subcontract work on the project. The approved Superintendent shall be assigned to one construction project only. The approved Superintendent shall attend all field measurement verifications.

The Superintendent shall be fully capable of scheduling, monitoring, and controlling
the work of all trades that are performing work for this Project and of answering questions
and concerns without consulting other off-site persons unless design or contractual issues
require special consultation. Superintendent must be responsible for a maximum of one
project at any time and shall be assigned for a time period that at least includes the period
from Notice to Proceed through Notice of Completion.

ARTICLE 16 – AUTHORITY OF THE ENGINEER

All work of the Contract will be supervised by the City Engineer (the “Engineer,” see
Division 1 of the General Provisions). The Engineer shall have authority over the
administrative aspects of the Contract including provisions for time for commencing and
completing work and extension of time, if any.

The Engineer shall have the authority to approve a contingency of up to twenty
percent (20%) of Article 5 of this Agreement and to give such general directions and exercise
such control as may be necessary to ensure that work on the Project is in strict compliance
with the Contract Documents. The Engineer shall determine the adequacy of the Contractor’s
methods, plant, and equipment and may issue such directions relative to the sufficiency of
forces as may be reasonably necessary to insure proper and continuous execution of the
work. The Engineer shall have the authority to stop the work, if necessary, to prevent its
improper execution and shall determine the amount, quality, and fitness of the several kinds
of work. The Engineer shall have the authority to reject all work which does not conform to
the requirements of the Contract and shall have power to make such other decisions as
provided in these specifications. All instructions, rulings, and decisions of the Engineer shall
be final and binding unless formal protest is made under the provisions for "Rights and
Remedies; Claims and Protests" in Article 17 of this Contract.

ARTICLE 17 – RIGHTS AND REMEDIES; CLAIMS AND PROTESTS

Duties and obligations imposed by the Contract Documents and rights and remedies
available hereunder shall be in addition to and not a limitation of duties, obligations, rights
and remedies otherwise imposed or available by Applicable Law.
Section 45 of the General Provisions is deleted in its entirety and replaced with the following: If the Contractor considers any work demanded of him/her to be outside the requirements of the Contract, or considers any instruction, ruling, or decision of the Engineer to be unfair, the Contractor shall within ten (10) working days after any such demand is made, or any such instruction, ruling, or decision is given, file a written protest with the Engineer stating the nature of the protest and the reasons therefore. Except for such protests and objections as are made of record in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for any extra work, damages, and extensions of time on account of such demands, instructions, rulings, and decisions of the Engineer.

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

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

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

Public Contract Code Section 9204

The provisions of Public Contract Code Section 9204 govern claims by the Contractor
to the City. The provisions of Section 9204 are as follows:
(a) The Legislature finds and declares that it is in the best interests of the state and its citizens
to ensure that all construction business performed on a public works project in the state that
is complete and not in dispute is paid in full and in a timely manner.
(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with
Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2,
and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall
apply to any claim by a contractor in connection with a public works project.
(c) For purposes of this section:
(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail
with return receipt requested, for one or more of the following:
(A) A time extension, including, without limitation, for relief from damages or penalties for
delay assessed by a public entity under a contract for a public works project.
(B) Payment by the public entity of money or damages arising from work done by, or on
behalf of, the contractor pursuant to the contract for a public works project and payment for
which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
(C) Payment of an amount that is disputed by the public entity.
(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing
with Section 7000) of Division 3 of the Business and Professions Code who has entered into a
direct contract with a public entity for a public works project.
(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a
state agency, department, office, division, bureau, board, or commission, the California State
University, the University of California, a city, including a charter city, county, including a
county, city and county, including a charter city and county, district, special district,
public authority, political subdivision, public corporation, or nonprofit transit corporation
wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

(B) The claimant shall furnish reasonable documentation to support the claim.
(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

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

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

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed
portion of the claim. Each party shall bear the fees and costs charged by its respective
mediator in connection with the selection of the neutral mediator. If mediation is
unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable
procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but
not limited to, neutral evaluation or a dispute review board, in which an independent third
party or board assists the parties in dispute resolution through negotiation or by issuance of
an evaluation. Any mediation utilized shall conform to the timeframes in this section.

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

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

(3) Failure by the public entity to respond to a claim from a contractor within the time periods
described in this subdivision or to otherwise meet the time requirements of this section shall
result in the claim being deemed rejected in its entirety. A claim that is denied by reason of
the public entity’s failure to have responded to a claim, or its failure to otherwise meet the
time requirements of this section, shall not constitute an adverse finding with regard to the
merits of the claim or the responsibility or qualifications of the claimant.

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

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim
against a public entity because privity of contract does not exist, the contractor may present
to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A
subcontractor may request in writing, either on his or her own behalf or on behalf of a lower
tier subcontractor, that the contractor present a claim for work which was performed by the
subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The
subcontractor requesting that the claim be presented to the public entity shall furnish
reasonable documentation to support the claim. Within 45 days of receipt of this written
request, the contractor shall notify the subcontractor in writing as to whether the contractor
presented the claim to the public entity and, if the original contractor did not present the
claim, provide the subcontractor with a statement of the reasons for not having done so.
(e) The text of this section or a summary of it shall be set forth in the plans or specifications
for any public works project that may give rise to a claim under this section.
(f) A waiver of the rights granted by this section is void and contrary to public policy,
provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive,
in writing, mediation and proceed directly to the commencement of a civil action or binding
arbitration, as applicable; and (2) a public entity may prescribe reasonable change order,
claim, and dispute resolution procedures and requirements in addition to the provisions of
this section, so long as the contractual provisions do not conflict with or otherwise impair the
timeframes and procedures set forth in this section.
(g) This section applies to contracts entered into on or after January 1, 2017.
(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants
available through a competitive application process, for the failure of an awardee to meet its
contractual obligations.
(i) This section shall remain in effect only until January 1, 2020, and as of that date is
repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or
extends that date.

Public Contract Code Section 20104, et seq.

20104
(a) (1) This article applies to all public works claims of three hundred seventy-five thousand
dollars ($375,000) or less which arise between a contractor and a local agency.
(2) This article shall not apply to any claims resulting from a contract between a contractor
and a public agency when the public agency has elected to resolve any disputes pursuant to
Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
(b) (1) “Public work” means “public works contract” as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) “Claim” means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

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

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

20104.2.

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

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

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

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

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

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three
hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to
tall written claims within 60 days of receipt of the claim, or may request, in writing, within 30
days of receipt of the claim, any additional documentation supporting the claim or relating to
defenses to the claim the local agency may have against the claimant.
(2) If additional information is thereafter required, it shall be requested and provided
pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
(3) The local agency’s written response to the claim, as further documented, shall be
submitted to the claimant within 30 days after receipt of the further documentation, or
within a period of time no greater than that taken by the claimant in producing the additional
information or requested documentation, whichever is greater.
(d) If the claimant disputes the local agency’s written response, or the local agency fails to
respond within the time prescribed, the claimant may so notify the local agency, in writing,
either within 15 days of receipt of the local agency’s response or within 15 days of the local
agency’s failure to respond within the time prescribed, respectively, and demand an informal
conference to meet and confer for settlement of the issues in dispute. Upon a demand, the
local agency shall schedule a meet and confer conference within 30 days for settlement of the
dispute.
(e) Following the meet and confer conference, if the claim or any portion remains in dispute,
the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and
Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the
Government Code. For purposes of those provisions, the running of the period of time within
which a claim must be filed shall be tolled from the time the claimant submits his or her
written claim pursuant to subdivision (a) until the time that claim is denied as a result of the
meet and confer process, including any period of time utilized by the meet and confer
process.
(f) This article does not apply to tort claims and nothing in this article is intended nor shall be
construed to change the time periods for filing tort claims or actions specified by Chapter 1
(commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of
Division 3.6 of Title 1 of the Government Code.

20104.4.

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

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

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

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

20104.6.

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

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

The City shall treat any time written notice as a claim for damages and shall be resolved in accordance with this Article 17 of the Contract.

ARTICLE 18 – INDEPENDENT CONTRACTOR

Contractor enters into this Agreement as an independent contractor and not as an employee of the City. Contractor shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors, or subcontractors, or any other person resulting from performance of this Agreement.

ARTICLE 19 – RETENTION

1. Provisions of California Public Contract Code §22300 et. seq., substitution of eligible and equivalent securities for retention held by the City to ensure the Contractor's performance under the Contract will be permitted at the request and expense of the Contractor and in conformity with California Public Contract Code §22300. The foregoing notwithstanding, the Contractor shall have ten (10) days following action by the City to award the Agreement to the Contractor to submit its written request to the City to permit the
substitution of securities for retention under California Public Contract Code §22300. The failure of such Contractor to make such written request to the City within said ten (10) day period shall be deemed a waiver of the Contractor’s rights under California Public Contract Code §22300.

2. In the event the Contractor wishes to choose to exercise its rights under California Public Contract Code Section §22300, the Contractor shall enter into an escrow agreement with the City, and the escrow agent, a state or federally chartered bank in California with a current BauerFinancial, Inc. of not less than “5 Stars,” unless otherwise agreed to by the City Attorney, in the form specified by said Section §22300. Contractor shall have the obligation of ensuring that such securities deposited are sufficient to maintain, in total fair market value, an amount equal to the cash amount of the sums to be withheld under the Agreement. If upon written notice from the City or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by the City to ensure performance, Contractor shall, within five (5) days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the City, or in escrow, is equivalent to the amount of money to be withheld by the City under the Agreement.

ARTICLE 20 – NON-ASSIGNABILITY

The expertise and experience of the Contractor are material considerations for this Agreement. The City has an interest in qualifications of and capability of the Contractor, which will fulfill the duties and obligations, imposed under this Agreement. In recognition of that interest, the Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of the Contractor’s duties or obligations under this Agreement without the prior written consent of the City. Any attempted unauthorized assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling the City to any and all remedies at law or in equity, including summary termination of this Agreement. The Contractor shall not assign any interest in this Agreement.
and shall not transfer any interest in the same whether by assignment or novation, without prior written approval of the City.

ARTICLE 21 – PROHIBITED INTERESTS

No official, employee, or agent of City, nor any member of his or her immediate family, shall have any direct or indirect interest in the contract.

ARTICLE 22 – EQUAL EMPLOYMENT

Contractor agrees that during the performance of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status.

ARTICLE 23 – CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment, or modification to this Agreement shall be effective unless in writing and signed by the Parties hereto.

ARTICLE 24 – SEVERABILITY

In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a material term in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent the scope or breadth is permitted by law.

ARTICLE 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.
ARTICLE 26 – ENTIRE AGREEMENT

This Agreement, including all Exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the Contractor and the City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties of their authorized representatives.

ARTICLE 27 – GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ARTICLE 28 – MISCELLANEOUS

1. The Parties waive any benefits from the principle of contra proferentum and interpreting ambiguities against drafters. No party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any party on the basis that the particular party is the drafter of any part of this Agreement.

2. This Agreement may be executed in counterparts, and when each party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties hereto.

3. Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the
date and year first above written.

CITY OF INGLEWOOD

James T. Butts, Jr.,
Mayor

AC PROS INC:

Noam Ziv,
President

Ronit Ziv,
Treasurer

ATTEST:

Aisha L. Thompson,
City Clerk

APPROVED AS TO FORM:

Kenneth R. Campos,
City Attorney
Exhibit A
ADDENDUM NO. 1

LOS ANGELES COUNTY FIRE STATION No. 171
HVAC UPGRADE, FY 2022-2023
BID NO. CB-22-18
IN THE CITY OF INGLEWOOD, CALIFORNIA

This Addendum forms a part of the Contract Documents for the above-identified project and modifies the original Specifications and Contract Documents, as noted below. Portions of the Contract, not specifically mentioned in the Addendum, remain in force. All trades affected shall be fully advised of these changes, deletions, and additions.

1. INVITATION TO SUBMIT BID

Bid Opening Date has changed from October 27, 2022 at 11:30 am to November 3, 2022 at 11:30 a.m.

Please acknowledge receipt of Addendum No. 1. If you have any questions, please contact Catrece Bragg or Juan Trinidad (see “Invitation to Submit Bid” for contact information).

Louis A. Atwell, P.E.       Date
Assistant City Manager/Public Works Director

I ACKNOWLEDGE RECEIPT OF THIS ADDENDUM NO. 1 AND ACCEPT THE AFOREMENTIONED.
Exhibit B
CITY OF INGLEWOOD

SPECIFICATIONS FOR

“LOS ANGELES COUNTY FIRE STATION No. 171

HVAC UPGRADE PROJECT, FY 2022-2023

BID NO. CB-22-18

Public Works Department
One W. Manchester Boulevard
Inglewood, California 90301

September 2022


"LOS ANGELES COUNTY FIRE STATION No. 171 HVAC UPGRADE PROJECT, FY 2022-2023"

**TABLE OF CONTENTS**

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>INVITATION TO SUBMIT BID</td>
<td>3</td>
</tr>
<tr>
<td>INSTRUCTIONS TO BIDDERS</td>
<td>6</td>
</tr>
<tr>
<td>DESIGNATION OF SUBCONTRACTORS</td>
<td>12</td>
</tr>
<tr>
<td>(Attach Attorney-in-Fact Certificate)</td>
<td>16</td>
</tr>
<tr>
<td>NON-COLLUSION AFFIDAVIT</td>
<td>22</td>
</tr>
<tr>
<td>GENERAL CONDITIONS</td>
<td>23</td>
</tr>
<tr>
<td>TECHNICAL SPECIFICATIONS</td>
<td>84</td>
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</table>
CITY OF INGLEWOOD

INVITATION TO SUBMIT BID

(Specifications and Conditions Governing Bid Award)

Project Subject to Bid:

“LOS ANGELES COUNTY FIRE STATION No. 171 HVAC UPGRADE PROJECT, FY 2022-2023”
BID No.: CB-22-18

The City of Inglewood invites and will receive bids duly filed as provided herein for the furnishing of labor and materials and/or the completion of the above-designated project.

A mandatory job walk meeting for interested bidders will be conducted on Wednesday, October 5, 2022, at 10:00 a.m. at the Public Works Department, on the Third Floor of the Inglewood City Hall, One Manchester Boulevard, CA, 90301.

Please call the Project Manager, Juan Trinidad or Management Assistant, Catrice Bragg, at (310) 412-5333, or email at (jtrinidad@cityofinglewood.org, cbbragg@cityofinglewood.org) should you require further information. Each bid, to be considered, must be delivered to and received by the City Clerk no later than 11:30 a.m. on October 27, 2022, at the Office of the City Clerk, First Floor of Inglewood City Hall, One Manchester Boulevard, Inglewood, CA, 90301.

Each bid shall be submitted and completed in all particulars using the form entitled, "Bidder’s Proposal and Statement", attached hereto and must be enclosed, together with the requisite bid security, in a sealed envelope addressed to the City Clerk with the designation of the project “LOS ANGELES COUNTY FIRE STATION No. 171 HVAC UPGRADE PROJECT, FY 2022-2023” appearing thereon.

Each bid shall state the unit price of each item if called for on the Bidder’s Proposal and Statement form. In the event alternative bids are called for in said form, each alternative bid shall be completed.

Bids will be opened in public in the City Clerk’s Office and will then and there be announced to all persons present.

Specifications, plans and other Bid Documents for the above items are downloadable on the following website: https://pbsystem.planetbids.com/portal/45619/portal-home

Each bid must be accompanied by a deposit in the form of cash, a cashier's or certified check made payable to the City of Inglewood, or a bid bond, for an amount of not less than ten percent (10%) of the aggregate amount of the bid, as a guarantee that the successful bidder will, within the time specified, enter into an agreement as provided in the Bid Document and furnish bonds when required in the Special Provisions: one for Faithful
Performance Bond in the amount of the Contract Sum, and Payment Bond for Contractor's Labor and Material suppliers in the amount of the Contract Sum. The City Council reserves the right to reject any or all bids and to waive any irregularities in any bid, and to take bids under advisement for a period not to exceed sixty (60) days from and after the date bids are opened and announced.

Attention is directed to the provisions of Labor Code § 1725.5: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (with limited exceptions for this requirement for bid purposes only under Labor Code Section 1771.1a). No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner for all new projects awarded on or after April 1, 2015. The Labor Commissioner may excuse contractors and subcontractors on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District and County of Sacramento) or that is covered by a qualified project labor agreement. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under them. The Contractor or any subcontractor shall comply with the requirements of said sections in the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, San Francisco, CA, or the Division of Apprenticeship Standards and its branch offices.

Also, Amendments to Assembly Bill 219 became effective on July 1, 2016. The amendments made the following changes to Labor Code section 1720.9: a company hauling or delivering ready-mix concrete for a public works contract shall perform the following: (1) Register as a public works contractor; (2) Submit a certified copy of the payroll records required by subdivision (a) of Section 1776 to the party that engaged the company and to the general contractor within five working days after the employee has been paid, accompanied by a written time record that shall be certified by each driver for the performance of job duties; and (3) Ready-mix concrete companies' requirement to submit payroll online to DIR using its electronic certified payroll reporting system is temporarily on hold.

Notice is hereby given that the City Council has ascertained the prevailing rates of per diem wages in the locality in which the work is to be done for each craft or type of workman or mechanic needed to execute the Contract in accordance with the provisions of Section 1770, etc. seq. of the Labor Code; said prevailing rates are on file in the Office of the City Clerk and are incorporated herein by reference. Copies shall be made available to any interested party on request.
Clerk and are incorporated herein by reference. Copies shall be made available to any interested party on request.

Attention is directed to the provisions of Public Contract Code Section 10164 concerning Contractor's licensing laws. This Contract requires a Class C20 HVAC License. In addition, a City of Inglewood business license will also be required.

The successful bidder must obtain, and maintain current until completion of the Project, an Inglewood City Business License.

This Notice is given by order of the City Administrator of the City of Inglewood, California, and is dated this __21st_____ day of ________________, 2022.

Artie Fields, City Manager
City of Inglewood, California
INSTRUCTIONS TO BIDDERS

IMPORTANT

BEFORE SUBMITTING YOUR BID, HAVE YOU PROPERLY COMPLETED THE FOLLOWING?

Please Check Here:

1. PROPOSAL:
   a. Has a bid been submitted on all items of the Proposal? ______
   b. Is the Proposal properly signed and dated? ______
   c. If bid is submitted by a corporation, is corporate seal affixed to the Proposal? ______
   d. Is Contractor’s License Number inserted on the Proposal? ______

2. BOND:
   a. Is the amount of the Bond at least 10% of the Total Bid? ______
   b. Is the Bond (or the Certified Check) properly filled in and signed by Surety? ______

3. CERTIFIED CHECK:
   a. Is the amount of the Certified Check at least 10% of the Total Bid? ______
   b. Is the Certified Check enclosed with the bid? ______

4. DESIGNATION OF SUBCONTRACTORS:
   a. Are portions of work allotted? ______
   b. Are names, locations, and licenses given for each subcontractor? ______

5. PAYMENT OF PREVAILING WAGES:
   Are you aware of the Provision to pay prevailing wages and furnish certified payroll records to the City of Inglewood? ______

6. CONTRACT COMPLIANCE:
   a. Has the Non-Collusion Affidavit been completed? ______
   b. Is the Non-collusion Affidavit properly signed and duly notarized? ______
   c. Have the requirements and forms to be furnished on the Project been examined and are understood? ______

7. BUSINESS LICENSE:
   Are you aware of Division 1, Section 9 “Inglewood Business License”? ______

8. REFERENCE LIST:
   Has the Reference List been completed and submitted? ______
BIDDER'S PROPOSAL AND STATEMENT
CITY OF INGLEWOOD, LOS ANGELES COUNTY, CALIFORNIA

"LOS ANGELES COUNTY FIRE STATION No. 171 HVAC UPGRADE PROJECT, FY 2022-2023"

PROPOSAL

To the City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301

The undersigned declares that he/she has carefully examined the location of the proposed work and has otherwise satisfied himself/herself as to the nature and location of the work, and is fully informed as to all conditions and matters which can in any way affect the work or cost thereof, that he/she has examined the Plans and Specifications, and has read the accompanying "INSTRUCTIONS TO BIDDERS", and hereby agrees to provide the following:

To furnish all labor, materials, equipment, transportation, and services and to do all work required for the “LOS ANGELES COUNTY FIRE STATION No. 171 HVAC UPGRADE PROJECT, FY 2022-2023” in strict conformity with the Plans and Specifications at the following Total Sum Bid amount, to Wit:

<table>
<thead>
<tr>
<th>Item #</th>
<th>Item Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Furnish All Material, Labor, Tools, and Services Necessary for the replacement of Los Angeles County Fire Station No. 171 HVAC Replacement Project, as specified in the Technical documents such as mechanical, electrical, structural plans and specification by ICI Engineers, Inc. Bidders shall be responsible for the cost to provide a completely operable cooling tower system.</td>
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<tr>
<td>1</td>
<td>a. One LG Multi V ARUM241BTE5 Heat Recovery Cooling Unit (HRCU) Variable Refrigerant Flow or Equal b. 243,000-BTU/H c. 208-230-volt/3-phase</td>
<td>1</td>
<td>LS</td>
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</table>
|   | d. Surface Mounted  
|   | e. Outdoor use  
| 2 | **AC-2**  
|   | a. One LG Multi V ARUM168BTE5 Heat Recovery Cooling Unit-Variable Refrigerant Flow or Equal  
|   | b. 189,000-BTU/H  
|   | c. 208-230-volt/3-phase  
|   | d. Surface mounted  
|   | e. 208-230-volt/3-phase  
|   | f. Outdoor use  
| 3 | **Fan Coils**  
|   | a. Two LG MULTI V-ARNU363B8A4 or Equal  
|   | b. Four LG MULTI V-ARNU483B8A4 or Equal  
|   | c. Three LG MULTI V-ARNU763B8A4 or Equal  
|   | d. 208/230-volt/1-phase  
|   | e. Provide bypass  
|   | f. Outdoor use  
| 4 | **Controls**  
|   | a. Delta Controls, BACnet ready: entilBus/eBMGR or Equal  
|   | b. Delta Controls entizone-Fan Coil Controller or Equal  
|   | c. Delta Controls eZNT Digital Programmable Thermostat or Equal  
|   | d. DDC controls  
| 5 | **Air Diffusers:**  
|   | a. **All 9 (nine) zones**  
| 5 | **Clean Air Duct Network:**  
|   | a. **Clean all 9 (nine) zones**  
| 6 | **Perform Demolition:**  
|   | a. Existing Air Conditioning Units  
|   | b. Existing old heating system  
|   | c. Existing old piping  
|   | d. Existing conduits, disconnect and wiring  
| 7 | **Piping and supports:**  
|   | a. Install new refrigerant pipes  
|   | b. New pipe supports  
|   | c. Brazing  

|   | 1 | LS  

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<th>Provide new power:</th>
<th></th>
<th>Install HRCU structural supports:</th>
<th></th>
<th>Patching of wall and roof:</th>
<th></th>
<th>AC removal and installation:</th>
<th></th>
<th>Commissioning of both AC-1 &amp; AC-2 Units:</th>
<th></th>
<th>Painting pipes and walls:</th>
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<tr>
<td></td>
<td>b. New conduits and wiring</td>
<td></td>
<td>b. Seismic anchorage</td>
<td></td>
<td>b. Patch wall opening with material to match existing</td>
<td></td>
<td>b. Crane lift the new 2 HRCU and related equipment to the roof (verify height)</td>
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<td>b. Paint pipes</td>
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IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.
RECEIPT OF ADDENDUM NO(S). ____, ____ IS/ARE HEREBY ACKNOWLEDGED.

This bid is based upon completing the work within hundred twenty (120) working days from the date of the Notice to Proceed.

After opening bids, the City will contact the lowest responsive/responsible bidder and inform him/her to submit signed contract, and required bonds and insurances to the City within ten (10) calendar days. These signed documents will be included in the City Council report to award the contract at the City Council Meeting to the lowest monetary bidder who will be determined by the Total Lump Sum Bid amount indicated above. Upon approval of the contract by City Council, the City will issue the “Notice to Proceed with Construction”.

The City, however, reserves the right to add or subtract quantities or work based on the Unit Prices/Unit Lump Sums so indicated as its budgetary needs may allow in accordance with notwithstanding Section 3, Paragraph 3-2.1 of the Standard Specifications for Public Works Construction.

Enclosed is a Bidder’s Bond, Certified Check or Cashier’s Check number ________ on the __________________________ Bank, which is not less than ten percent (10%), as a guarantee that the undersigned will enter into the Contract if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with necessary bonds and insurance, within the time limits above specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of Inglewood, State of California.

SIGNATURE OF BIDDER __________________________ TEL NO. ( ) __________

BUSINESS ADDRESS
_____________________________________________________________________
_____________________________________________________________________

CONTRACTOR’S LICENSE NUMBER & EXPIRATION DATE __________________________

TYPE OF LICENSE __________________________

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

_____________________________________ CONTRACTOR’S SIGNATURE

Dated this _____ day of _______________________, 2022.
DESIGNATION OF SUBCONTRACTORS

California Public Contract Code 6109

The City of Inglewood cannot permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project.

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 4100, Division 5, Title 1 of the California Public Contract Code) and any amendments thereof, each bidder shall set forth below: (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent of the prime contractor's total bid, and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the prime contractor shall be deemed to have agreed that he/she is fully qualified and will perform that portion themselves.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original bid, or (c) subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his/her original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

California Public Contract Code 7104

Contractor shall, in any activity involving trenching more than four feet deep, notify the Engineer of hazardous materials, subsurface or latent physical site conditions different from those indicated and any unusual site conditions. Contractor shall, in contracts exceeding $25,000, provide detailed plans for trenches or excavations of five feet or more in depth. Cal. Lab. Code § 6705.
**LIST OF SUBCONTRACTORS**

*Bidder's List of Subcontractors*

As of March 1, 2015, Contractors (and subcontractors) wishing to bid on public works contracts shall be registered with the State Department of Industrial Relations and certified to bid on Public Works contracts.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations and Section 4104 of the California Public Contract Code, the following information is required for each subcontractor that will perform work amounting to more than one-half of one percent (0.5%) of the Total Base Bid or $10,000, whichever is greater. Photocopy this form for additional firms.

<table>
<thead>
<tr>
<th>Subcontractor Name and Location</th>
<th>Line Item &amp; Description</th>
<th>Subcontract Amount</th>
<th>% of Bid Item Subcontracted</th>
<th>Contractor License Number and DIR Reg. Number</th>
<th>DBE (Y/N)*</th>
<th>DBE Cert Number*</th>
<th>Annual Gross Receipts</th>
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* DBE information not required for locally-funded, state-funded, and U.S. Housing and Urban Development/Community Development Block Grant (CDBG)-funded projects.
REFERENCES

The following are the names, addresses and telephone numbers for three public agencies for which BIDDER has performed similar work within the past 2 years:

1. 
   Name and Address of Owner
   
   Name and telephone number of person familiar with project
   
   Contract amount     Type of work     Date completed

2. 
   Name and Address of Owner
   
   Name and telephone number of person familiar with project
   
   Contract amount     Type of work     Date completed

3. 
   Name and Address of Owner
   
   Name and telephone number of person familiar with project
   
   Contract amount     Type of work     Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

________________________________________
________________________________________
________________________________________
________________________________________
BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated __________, 2020 for the City of Inglewood procurement commonly referred to as:
[CITY TO INSERT PROCUREMENT NAME AND NUMBER HERE BEFORE INCLUSION OF BID BOND FORM IN REQUEST FOR BIDS]

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

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

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys’ fees, court costs, expert witness fees and investigation expenses. IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this day of __________, 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)
PRINCIPAL
By:
Title:
SURETY:
By:
Attorney-in Fact
(Attach Attorney-in-Fact Certificate)

(Attach Attorney-in-Fact Certificate)
PERFORMANCE BOND

Project Name: 
Bond Number: 
(MUST BE submitted before any construction work begins)

KNOW ALL PERSONS BY THESE PRESENTS THAT:
WHEREAS, the CITY OF INGLEWOOD ("City"), by action of the City Council on [insert council approval date] has awarded Construction Contract Number [insert contract number] ("Contract") to the undersigned [insert contractor name] as Principal ("Principal") to perform the work and services ("Work") for the following project: CITY TO INSERT PROJECT NAME which Contract is by this reference hereby incorporated herein and made a part hereof;

AND, WHEREAS, said Principal is required by the Contract to furnish a performance bond for the prompt, competent and faithful performance of all the undertakings, terms, covenants, conditions and agreements of the Contract, said Contract incorporated herein by this reference;

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

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

Whenever Principal shall be, and is declared by the City in writing to be in default under the Contract, the Surety shall promptly either remedy the default within the time stated in the Contract Documents, or, if the Contract is terminated by the City or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract

17
through its agents or independent contractors, subject to acceptance of such agents or
independent contractors by the City as hereinafter set forth, in accordance with its terms
and conditions and to pay and perform all obligations of Principal under the Contract
(including, without limitation, all obligations with respect to payment of liquidated damages)
less the balance of the Contract sum payable at the time, subject to the penal amount of
this bond. The balance of the Contract sum payable, as used in this paragraph, shall mean
the total amount payable to Principal by the City under the Contract and any modifications
thereeto, less the amount previously paid by the City to the Principal, and less amounts that
the City is authorized to withhold under the terms of the Contract.
If the City determines that completion of the Contract by Surety or its agents or
independent contractors must be performed by a lowest responsible bidder selected
pursuant to a competitive bidding process, then Surety shall comply with such processes in
accordance with the requirements of the City and applicable laws. Unless otherwise
approved by the City, in the exercise of its sole and absolute discretion, Surety shall not
utilize Principal in completing performance of the Work. 2 No right of action shall accrue on
this bond to or for the use of any person or entity other than the City or its successors or
assigns.
In the event an arbitration or other legal proceeding is brought upon this bond and an
award or judgment is entered in favor of the City as the prevailing party against Surety or in
favor of Surety as prevailing party against the City, such prevailing party, whether the City
or Surety, shall be entitled to its reasonable costs and attorney's fees from the non-
prevailing party, even if such amounts exceed the Penal Sum of this Bond. The foregoing
is not intended to confer, and nothing stated herein or elsewhere in this bond or in any
other document executed in connection with the issuance of this bond shall be interpreted
as conferring upon the City or Principal the right of recovery of costs or attorney's fees from
or against the other that are incurred in any arbitration or other legal proceeding brought by
the City against Principal or by Principal against the City, whether or not Surety is also a
party to such arbitration or other legal proceeding.
Correspondence or claims relating to this bond shall be sent to Surety at the address set
forth below.
Surety, for value received, agrees that no change, extension of time, alteration or addition
to the terms of the Contract, or to the work to be performed thereunder, shall in any way
impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of
any such changes, extensions of time, alterations or additions.
Surety's obligations hereunder are independent of the obligations of any other surety for
the performance of the Contract, and suit may be brought against Surety and such other
sureties, joint and severally, or against any one or more of them or against less than all of
them, without impairing the City's rights against the others.

<table>
<thead>
<tr>
<th>Proper name of Contractor/Principal</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Corporate Seal of Principal, if</td>
</tr>
<tr>
<td>Corporation)</td>
</tr>
<tr>
<td>By:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Signature of Contractor/Principal</td>
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<tr>
<td></td>
</tr>
<tr>
<td>Print or type Contractor/Principal's Name</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

18
Print or type Contractor/Principal's Address

(Corporate Seal of Surety)
Surety
By:
Attorney-in-Fact
(Attach Attorney-in-Fact Certificate and Required Acknowledgments)
Name and Address of California Agent of Surety

Telephone Number of California Agent of Surety
PAYMENT BOND

Project Name: 
Bond Number: 
(MUST BE submitted before any construction work begins)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the CITY OF INGLEWOOD ("City") by action of the City Council on 
____________________, 2020,

has awarded Construction Contract Number ("Contract") to the undersigned 
____________________
as Principal ("Principal") to perform the work ("Work") for the following project 
____________________

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

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

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

Surety, for value received, agrees that no change, extension of time, alteration or addition 
to the terms of the Contract, or to the work to be performed thereunder, nor any rescission 
or attempted rescission of the Contract or this bond, nor any conditions precedent or 
subsequent in the bond or Contract attempting to limit the right of recovery of any claimant 
otherwise entitled to recover under the Contract or this bond shall in any way impair or 
affect Surety's obligation under this bond, and Surety does hereby waive notice of any 
such changes, extensions of time, alterations or additions. 
Surety is not released from liability to those for whose benefit this bond has been given, by 
reason of any breach 2
of the Contract by the City or Principal.
Surety’s obligations hereunder are independent of the obligations of any other surety for
the performance of the Contract, and suit may be brought against Surety and such other
sureties, joint and severally, or against any one or more of them or against less than all of
them, without impairing the City’s rights against the others.

Proper name of Contractor/Principal
(Corporate Seal of Principal, if By:
Corporation)

Signature of Contractor/Principal

Print or type Contractor/Principal’s Name

Print or type Contractor/Principal’s Address

(Corporate Seal of Surety)
Surety
By:
Attorney-in-Fact
(Attach Attorney-in-Fact Certificate and
Required Acknowledgments)
Name and Address of California Agent of Surety

Telephone Number of California Agent of Surety
NON-COLLUSION AFFIDAVIT

The undersigned is submitting a bid for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

________________________________________

________________________________________

________________________________________

________________________________________

(Fill in description of contract)

________________________________________

Company

________________________________________

Name of Bidder

________________________________________

Signature of Bidder

________________________________________

Business Address

________________________________________

City State Zip Code

Subscribed and sworn to before me this _____day of _____________________, 2022.

________________________________________

Notary Public in and for the County of

________________________________________, State of California.

My Commission Expires ___________________, 20___.

22
# GENERAL CONDITIONS

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DEFINITIONS</td>
<td>26</td>
</tr>
<tr>
<td>2</td>
<td>CONTRACT DOCUMENTS</td>
<td>34</td>
</tr>
<tr>
<td>3</td>
<td>PICKUP OF PLANS AND SPECIFICATIONS</td>
<td>34</td>
</tr>
<tr>
<td>4</td>
<td>PRECEDENCE OF CONTRACT DOCUMENTS</td>
<td>34</td>
</tr>
<tr>
<td>5</td>
<td>THE PROPOSAL</td>
<td>35</td>
</tr>
<tr>
<td>6</td>
<td>LOWEST RESPONSIBLE BIDDER</td>
<td>36</td>
</tr>
<tr>
<td>7</td>
<td>BIDDER’S BOND</td>
<td>37</td>
</tr>
<tr>
<td>8</td>
<td>CONSTRUCTION BOND</td>
<td>37</td>
</tr>
<tr>
<td>9</td>
<td>INGLEWOOD BUSINESS LICENSE</td>
<td>37</td>
</tr>
<tr>
<td>10</td>
<td>LIABILITY INSURANCE</td>
<td>37</td>
</tr>
<tr>
<td>11</td>
<td>INDEMNIFICATION</td>
<td>43</td>
</tr>
<tr>
<td>12</td>
<td>EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS</td>
<td>43</td>
</tr>
<tr>
<td></td>
<td>Federal Labor Standards</td>
<td>47</td>
</tr>
<tr>
<td>13</td>
<td>PAYMENT OF PREVAILING WAGE RATES AND PAYROLL RECORDS</td>
<td>48</td>
</tr>
<tr>
<td>14</td>
<td>NON-DISCRIMINATION</td>
<td>51</td>
</tr>
<tr>
<td>15</td>
<td>SUBCONTRACTS</td>
<td>51</td>
</tr>
<tr>
<td>16</td>
<td>AUTHORITY OF THE ENGINEER</td>
<td>52</td>
</tr>
</tbody>
</table>
Section 17. CHANGE ORDERS .......................................................................................... 52
Section 17a. CONTRACT TIME AND DELAYS ................................................................. 58
Section 17b. COMPLETION, CLOSE-OUT AND ACCEPTANCE OF WORK ................. 62
Section 18. SERVICE OF NOTICE .................................................................................. 63
Section 19. WORK DONE BY OTHERS ........................................................................... 64
Section 20. PERMITS AND INSPECTION COSTS .............................................................. 64
Section 21. LOCAL CONDITIONS ..................................................................................... 65
Section 22. "OR EQUAL" CLAUSE ..................................................................................... 65
Section 23. SCOPE OF WORK ............................................................................................ 65
Section 24. RIGHTS-OF-WAY .......................................................................................... 66
Section 25. USE OF IMPROVEMENT DURING CONSTRUCTION ..................................... 66
Section 26. EXECUTION OF CONTRACT ............................................................................ 67
Section 27. CONSTRUCTION SCHEDULE ........................................................................ 67
Section 28. COMPLETION AND ACCEPTANCE ................................................................. 68
Section 29. TERMINATION OF CONTRACT ...................................................................... 68
Section 30. TIME OF COMPLETION .................................................................................. 68
Section 31. LIQUIDATED DAMAGES ............................................................................... 68
Section 32. NOTIFICATION OF START OF WORK ............................................................ 68
Section 33. RECORD DRAWINGS ..................................................................................... 69
Section 34. SUPERINTENDENTS .................................................................................... 69
Section 35. NOISE ABATEMENT ..................................................................................... 69
Section 36. CLEANUP AND DUST CONTROL ................................................................. 69
Section 37. WATER FOR CONSTRUCTION ..................................................................... 70
Section 38. EXISTING UTILITY LINES ............................................................................ 70
Section 39. TRAFFIC AND ACCESS ................................................................. 71
Section 43. GUARANTEE .................................................................................. 79
Section 44. ADDITIONAL REFERENCES .......................................................... 80
Section 45. SURVEY WORK AND PRESERVATION OF SURVEY MONUMENTS ... 81
Section 46. KEY POLICY FOR CITY FACILITIES ........................................... 81
Section 47. CONSTRUCTION WASTE DISPOSAL CONTAINER ...................... 82
Section 48. CLEAN WATER ACT COMPLIANCE ............................................. 82
Section 49. CONSTRUCTION & DEMOLITION DIVERSION PROGRAM PERMIT AND REPORTS ........................................................................................................... 82
Section 50. STAGING AREAS FOR CONSTRUCTION ........................................ 83
"LOS ANGELES COUNTY FIRE STATION No. 171 HVAC UPGRADE PROJECT, FY 2022-2023"

Section 1. DEFINITIONS

Whenever in the contract documents the following terms are used, they shall be understood to mean and refer to the following:

AGENCY means the City of Inglewood.

ALLOWABLE COSTS means those costs, listed in Article 22 of this Contract for Work not covered by agreed unit prices, which are to be used in calculating adjustments to the Contract Sum and that do not include any costs listed as not allowed in Article 22 of this Contract.

ALLOWABLE MARKUPS means the percentage of markups specified in Article 22 of this Contract for Work not covered by agreed unit prices, which are to be used in calculating adjustments to the Contract Sum.

APPLICABLE LAWS means all applicable federal, state and municipal laws (legal and equitable), statutes, building codes, ordinances, regulations and lawful orders (including, without limitation, the City acting in its regulatory capacity) having jurisdiction over the Project, Work, Site, City, or Contractor (including, without limitation, Environmental Laws) and all ordinances, rules and regulations enacted by City. In the event of a conflict between or among Applicable Laws governing Contractor’s performance of the Work, the more stringent shall apply.

APPLICATION FOR PAYMENT means Contractor’s certified application for payment for Work in accordance with Contract Documents.

ARCHITECT means the individual or firm under contract with City primarily responsible to provide design, engineering and related construction administration for the Project.

BOARD: CITY COUNCIL of the CITY OF INGLEWOOD

BIDDING DOCUMENTS means the following collection of documents prepared and issued for the purpose of soliciting Bids for the Work: (1) Invitation to Submit Bids, (2) Instructions to Bidders, (3) Bid Forms, (4) Construction Contract, (5) Technical Specifications, (6) Drawings and Schedules, (7) Details, (8) Addenda(s), and (9) those documents, or those portions or provisions of documents that, although not listed among the documents described in Clauses (1) through (8) hereinabove, are expressly cross-referenced therein or attached thereto.
CERTIFICATE FOR PAYMENT means the statement from the Engineer certifying both the undisputed amount of money due to Contractor and the amount of money, if any, that are disputed upon an Application for Payment.

CHANGE means a modification, change, addition, substitution or deletion in the Work or in Contractor’s means, methods, manner, time or sequence of performing the Work arising from any cause or circumstances, including, without limitation, either directly at the request of City or constructively by reason of other circumstances. Use of the term “Change,” in any context, in the Contract Documents shall not be interpreted as implying that Contractor is entitled to an adjustment increasing the Contract Sum or extending the Contract Time on any basis other than for Compensable Change or Compensable Delay.

CHANGE ORDER means a written instrument, signed by City and Contractor in accordance with the requirements of the General Conditions, designating any work that is a change of scope requiring additional expenditure of materials and labor and/or requiring additional time to complete. Its purpose is to establish the terms of City’s and Contractor’s mutual agreement to an adjustment of the Contract Sum or Contract Time on account of Compensable Change, Deleted Work, Compensable Delay or Excusable Delay.

CHANGE ORDER REQUEST means Contractor’s written request for an adjustment in the Contract Sum and/or Contract Time due to a Compensable Change, Compensable Delay or Deleted Work.

CITY means the City of Inglewood, a municipal corporation organized under the laws of the State of California, acting through the City Council or other representatives duly authorized by the City Council to act on City’s behalf.

CITY CONSULTANT means the designated Consultant, other than Architect, engaged by City (or engaged as a sub-consultant to the Architect or Consultant) to provide professional advice with respect to the design, construction or management of the Project.

CITY COUNCIL means the City Council of the City of Inglewood.

CLAIM means a written demand or assertion by City or Contractor seeking, as a matter of right, an interpretation of contract, payment of money, recovery of damages or other relief. A CLAIM does not include the following: (1) a tort claims for personal injury or death, (2) stop notice claims, (3) the right of City to specific performance or injunctive relief to compel performance, or (4) any rights remedies, administrative action, and/or penalties that the City has under applicable law.

CLOSE-OUT DOCUMENTS means the warranties, guarantees, maintenance and operations manuals that, along with electronic versions, are required to be delivered by Contractor to the City upon Final Completion of the Project Work.

COMPENSABLE CHANGE means Extra Work: (1) that is the result of (a) Differing Site Conditions, or (b) revisions in Applicable Laws enacted after the execution of the Construction Contract by City and Contractor, (c) a Change requested in a writing signed by Engineer, or (d) other circumstances involving a Change in the Work or which
Contractor is given under the Contract Documents a specific and express right to adjustment of the Contract sum; and (2) that is not caused, in whole or part, by the negligence or willful misconduct of Contractor or a Subcontractor of any Tier or a failure to comply with Contractor's obligations under the Contract Documents; and (3) for which an adjustment to the Contract Sum is not prohibited by nor waived under the terms of the Contract Documents; and (4) that if performed would require Contractor to incur additional and unforeseeable Allowable Costs that would not have been required to be incurred in the absence of such Extra Work.

COMPENSABLE DELAY means a Delay to the critical path of activities affecting Contractor's ability to achieve Final Completion of the Project Work within the Contract Time, not caused, in whole or in part, by the negligence or willful misconduct of Contractor or a Subcontractor or any Tier or a failure to comply with Contractor's obligations under the Contract Documents, and that is caused solely by any of the following: (1) a Compensable Change, (2) the active negligence of City, Engineer, Architect, City Consultant or a Separate Contractor, or (3) other circumstances involving Delay for which Contractor is given under the Contract Documents a specific and express right to both an adjustment of the Contract Sum and/or Contract Time.

COMPLETION PUNCH LIST means the list of items of Work to be completed or corrected by Contractor for Final Completion of the Project Work.

CONSEQUENTIAL DAMAGES means damages incurred by either City or Contractor for loss of use, loss of profit or income, lost of revenue, lost opportunity, additional or unabsorbed overhead, loss of management or services, loss of productivity, loss of financing or funding, loss of business reputation, loss of bonding and all similar indirect, economic damages that are caused as a result of either Delay or that result from a termination or suspension (for default or convenience) of all or any portion of the Construction Contract or the Work. Consequential Damages do not include direct or indirect damage or injury to persons or tangible property, including without limitation, the repair or replacement of tangible property damaged or lost.

CONSTRUCTION CONTRACT means the written contract contained in the Bidding Documents and executed between City and Contractor for the Work.

CONTRACT DOCUMENTS means the following collection of documents governing Contractor's performance of the Work: (1) the Bidding Documents, (2) the Construction Contract between City and Contractor, other terms, conditions and requirements applicable to the performance of the Construction Contract and Work (including General Conditions, any supplemental and Special Conditions and the General Requirements), Drawings, Specifications, Addenda issued prior to execution of the Construction Contract and other documents listed in the Construction Contract and Modifications issued after execution of the Construction Contract, (3) a Change Order signed by both City and Contractor and/or such others, if any, as required by the General Conditions, (4) a Unilateral Change Order signed by City and/or such others, if any, as required by the General Conditions, (5) a Field Order signed by City and/or such others, if any, as required by the General Conditions, (6)
a written order for a Minor Change in the Work issued by the Engineer, and (7) the Declaration of Sufficiency of Funds completed and signed by Contractor.

CONTRACT SUM means the total amount of compensation stated in the Construction Contract, including adjustments authorized by Change Orders or Unilateral Change Orders, that is payable to Contractor for the performance of the Work in accordance with the Contract Documents.

CONTRACT TIME means the total number of Days set forth in the Construction Contract within which Contractor is obligated to submit Materials Confirmations and achieve Completion and Final Completion of the Project Work and/or Project Work, as adjusted for extensions of time permitted under the terms of the Contract Documents and approved by City.

CONTRACTOR means the person or entity under contract with City pursuant to the Construction Contract to serve as the general contractor for construction of the Work.

DAY, whether capitalized or not, and unless otherwise specifically provided, means Monday, Tuesday, Wednesday, Thursday, and Fridays, and does not include weekends or City recognized legal holidays.

DEFECTIVE WORK means Work by Contractor or a Subcontractor that is unsatisfactory, faulty, omitted, incomplete, deficient or does not conform to Applicable laws, the Contract Documents or the requirements of any inspection, reference standard, test, code or approval specified in the Contract Documents.

DELAY, whether capitalized or not, means any circumstances involving delay, disruption, hindrance or interference in the performance of the Work.

DELETED WORK means work that is eliminated due to a Change requested by City.

DESIGN DOCUMENTS means all plans, drawings, tracings, specifications, programs, reports, calculations, models, presentation materials and other materials or documents containing designs, specifications or engineering information prepared by the Architect, City Consultants, Contractor, Separate Contractors or Subcontractors including, without limitation, computer aided design materials, electronic data files and paper copies. The term “Design Documents” includes, without limitation, all building and other designs depicted therein, as well as the written documents themselves.

DIFFERING SITE CONDITION means an unforeseen condition at a Site or in Existing improvements at a Site. Specifically they are those conditions, located at a Site or in Existing Improvements, not otherwise ascertainable by Contractor through the exercise of thorough care and diligence in its inspection of the Sites and Bidding Documents, that constitute: (1) hazardous materials that constitute hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of Applicable Laws; or (2) subsurface or concealed conditions at the Sites or concealed conditions in Existing
Improvements which differ materially from those indicated by the Contract Documents or other information available to Contractor prior to submission of the Bid; or (3) unknown physical conditions at the Sites or concealed conditions in Existing improvements of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract Documents.

DISCOVERY DATE, used in reference to Contractor's obligation to give written notice of certain facts, conditions or circumstances, means the earlier of the dates the Contractor either: (1) discovered such facts, conditions or circumstances, or (2) should have discovered such facts, conditions or circumstances in the exercise of reasonable care practiced by the general contractors performing public works construction projects in the Southern California area.

DRAWINGS means the graphic and pictorial portions of the Contract Documents prepared by the Architect or a City Consultant showing the design, location and dimensions of the Work, including plans, elevations, details, schedules and diagrams. The term "Drawings" is used interchangeably with "Plans."

ENGINEER means the City Engineer/Public Works Director, City of Inglewood acting either directly or through properly authorized agents, acting within the scope of the particular duties entrusted to them.

EXCUSABLE DELAY means a Delay, other than a Compensable Delay, to Contractor's ability to perform within the Contract Time that is (1) not caused, in whole or in part, by the negligence or willful misconduct of Contractor or a Subcontractor of any Tier or a failure to comply with the obligations of Contractor under the Contract Documents; and (2) is unforeseeable, unavoidable and beyond the control of Contractor and the Subcontractor, of any Tier; and (3) the result of a Force Majeure Event. Without limitation to the foregoing, neither the bankruptcy, insolvency nor financial inability of Contractor or any Subcontractor, nor any failure by a Subcontractor to perform any obligation imposed by contract or Applicable Laws, shall constitute a grounds for Excusable Delay.

EXTRA WORK means Work (other than Work that is either a logical evolution of the Engineer's detailing, refinement and clarification of the Drawings and Specifications that are part of the Contract Documents or that is reasonably inferable as necessary to satisfy the design intent for a completed and fully operational system, facility or structure) that is not indicated by the Contract Documents, the performance of which requires the expenditure by Contractor of additional and unforeseen Allowable Costs. Reference to Extra Work shall not be interpreted to mean or imply that Contractor is entitled to an adjustment to the Contract Sum or Contract Time unless such Extra Work constitutes a Compensable Change.

FIELD ORDER means a written directive signed by the City and Contractor that: (1) directs the performance of a Minor Change, (2) directs performance of Work or a Change with respect to which there exists a dispute or question regarding adjustment of the Contract Sum or Contract Time, or (3) establishes a mutually agreed basis for
compensation to Contractor for a Compensable Change or Deleted Work under circumstances where performance needs to proceed in advance of the Contractor having completed its substantiation and evaluation of the impact thereof on the Contract Sum or Contract Time.

FINAL COMPLETION, FINALLY COMPLETE means (1) with respect to Project Work, the point at which the following conditions have occurred with respect to such Work: (a) the entirety of such Work is fully completed, including all minor corrective, or “punch list,” items, (b) a permanent and unconditional waiver for the entirety of such Work has been delivered to City, (c) all documents required to be submitted, including without limitation, warranties, guaranties and other Close-Out Documents, (d) such Work and the related portions of the Site have been thoroughly cleared of all construction debris and cleaned in accordance with the requirements of the Contract Documents, including, but not necessarily limited to where applicable, the following: removal of temporary protections; removal of marks, stains, fingerprints and other soil and dirt from painted, decorated and natural-finished woodworking; removal of spots, plaster, soil and paint from ceramic tile, marble and other finished materials; all surfaces, fixtures, cabinet work and equipment are wiped in accordance with recommendations of the manufacturer; and all stone, tile and resilient floors are cleaned thoroughly in accordance with manufactures recommendations and buff dried by machine to bring the surfaces to sheen, and (d) all conditions set forth in the Contract Documents for completion of such Work have been, and continue to be, fully satisfied; and (2) with respect to the Project Work, the point at which: (a) all of the conditions set forth in Clause (1) of the Paragraph have occurred for each and every Home comprising the Project; and (b) all contractors and subcontractors have been paid and there are no outstanding stop orders claims or claims of any kind that may delay the payment by the City of its ten-percent self-retention monies.

FORCE MAJEURE EVENT means, and is restricted to, any of the following: (1) Acts of God, (2) terrorism or other acts of public enemy, (3) acts or omissions of Governmental Authorities beyond the reasonable foreseeability and control of Contractor, (4) epidemics or quarantine restrictions, (5) strikes, other than those resulting from a violation by Contractor or a Subcontractor of Applicable Laws or applicable collective bargaining agreements, resulting in the unavailability of workers or replacement workers, (6) acts or omissions of the Homeowner that Delay access to a Home or performance of the Work, or (7) unusual shortages in materials that are supported by documented proof that (a) Contractor made every effort to obtain such materials from all available sources located within a reasonable distance of the Site where those materials are to be used in performing the Work, (b) such shortage is due to the fact that such materials are not physically available or could not have been obtained only at exorbitant prices entirely inconsistent with current rates taking into account the quantities involved and the usual industry practices in obtaining such quantities, and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated at the time the Construction Contract was entered into.

GENERAL CONDITIONS means the herein set forth general terms and conditions.
HAZARDOUS SUBSTANCE means: (1) any chemical, material or other substance defined as or included within the definition of "hazardous substances," "hazardous wastes," "extremely hazardous substances," "toxic substances," "toxic material," "restricted hazardous waste," "special waste," "contamination," or words of similar import under any Environmental Law, including without limitation, the following: petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCB:") and PCB-containing materials, whether or not occurring naturally; (2) lead paint, or (3) any substance that because of its quantity, concentration or physical or chemical characteristics poses a significant present or potential hazard to human health and safety or to the environment, and which has been determined by any Governmental Authority to be a hazardous waste or hazardous substance.

INSPECTOR OF RECORD means the Building Official for the City of Inglewood responsible, among others, for conducting inspections of Project Work.

LABORATORY means the designated laboratory authorized by the Engineer to test materials and work involved in the contract.

LOSS, LOSSES mean any and all economic and non-economic injuries, losses, costs, liabilities, claims, damages, actions, judgments, settlements, expenses, fines and penalties. "Losses" do not include attorney’s fees or court costs, whether arising as an expense or cost or legal proceeding to which Contractor is a party or as a consequential damage claimed against Contractor by any third person.

MINOR CHANGE means a Change in the Work that does not involve either performance of Extra Work or an adjustment to the Contract Sum or Contract.

MODIFICATION means a written agreement of City and Contractor that amends, adds to or revises the provisions of the Construction Contract or other Contract Documents.

NOTICE OF COMPLETION means the written notice by Engineer confirming the date that the Project Work is Finally Completed.

NOTICE TO PROCEED means the written notice issued by City to Contractor to begin the Project Work.

PLANS means the graphic and pictorial portions of the Contract Documents prepared by the Engineer or a City Consultant showing the design, location and dimensions of the Work, including plans, elevations, details, schedules and diagrams. The term "Plans" is used interchangeably with "Drawings."

PROGRESS PAYMENTS means a monthly payment of a portion of the Contract Sum based on Contractor’s progress in the performance of the Work.

PROJECT COMPLETION DATE means the point at which the Project Work is: (1) sufficiently and entirely complete in accordance with Contract Documents so that such
Work can be utilized for its intended purpose, (2) receipt by City of all permits and certificates by Governmental Authorities, if any, required to occupy and use such Work, and (3) all systems included in the Work are operational as specified, all designated or required inspections and certifications by Governmental Authorities have been made and posted and has been completed.

PROJECT OR PROJECT WORK means the totality of the Work to be performed by Contractor under the terms of the Contract Documents covered by the Project Contract.

REQUEST FOR EXTENSION means a formal written request required to be submitted by Contractor pursuant to Article 23 of this Contract setting forth the justification and support for Contractor's request for adjustment in the Contract Time due to an Excusable Delay or Compensable Delay.

REQUEST FOR INFORMATION means a written request by Contractor for clarification of what it perceives to be discrepancies in the Contract Documents, including, without limitation, information in the Contract Documents constituting errors, omissions, conflicts, ambiguities, lack of coordination, noncompliance with Applicable Laws or variances between the information in the Contract Documents and field conditions.

SPECIFICATIONS mean the portion of the Bidding Documents consisting of the written requirements for materials, equipment, standards and workmanship for the Work and performance of related services.

SUBCONTRACTOR means a person or entity that has a contract to perform a portion of the Work, including without limitation, subcontractors, sub-subcontractors, suppliers and vendors, of any and every Tier.

SURETY means Contractor’s surety issuing the Bid, Performance and/or Labor and Material Bonds.

TIER means the contractual level of a Subcontractor with respect to Contractor. For example, a “first-tier” Subcontractor is under contract with Contractor. A sub-subcontractor under contract with a first-tier Subcontractor is in the “second tier,” and so on. Use of the phrase “of every tier,” or similar phraseology, in the Contract Documents shall not be interpreted as implying that other provisions of the Contract Documents, where such phases are not used, are intended to be limited application to only the first Tier or to only certain Tiers of Subcontractors.

UNEXCUSED DELAY means any Delay that is not a Compensable Delay or Excusable Delay, including, without limitation, the following: (1) Delay caused by Contractor’s failure to comply with the Contractor’s Documents, (2) Delay for which Contractor has failed to provide timely and complete Request for Extension, or (3) Delay associated with any circumstances where costs or risk associated with such circumstances are designated in the Contract Documents as being at Contractor’s risk or Contractor’s Own Expense.
UNILATERAL CHANGE ORDER means a writing signed by City in accordance with the General Conditions, in which City unilaterally sets forth its determination of the amount of adjustments to the Contract Sum or Contract Time due to a Compensable Change, Compensable Delay or Deleted Work.

WORK means the labor, materials, equipment, services, permits, licenses and taxes and all other things necessary for Contractor to perform its obligations under the Contract Documents, including, without limitation, any Changes requested by City.

WORK DAY means Mondays, Tuesdays, Wednesday, Thursdays, and Fridays. It does not include Saturdays, Sundays, or Holidays recognized by the City of Inglewood.

Other terms appearing in the Standard Specifications shall have the intent and meaning specified therein.

Section 2. CONTRACT DOCUMENTS

The Contract Documents are comprised of the following, including all additions, deletions, modifications, appendices, and all addenda as prepared prior to the date of bid opening setting forth modifications or interpretations of any of said Documents:

The Notice Inviting Bids, the Instructions to Bidders, the accepted Proposal, the List of Subcontractors, the Bid Security Forms, the Agreement, the Faithful Performance Bond, the Labor & Material Bond, the Plans, Technical/Special Specifications, Special Provisions, the Disadvantaged Business Enterprise (DBE) Requirements and the Standard Specifications.

Section 3. PICKUP OF PLANS AND SPECIFICATIONS

The Plans and Specifications and all other Documents comprising the pertinent Contract Documents, may be obtained at the Public Works Department on the Third Floor of Inglewood City Hall, One Manchester Boulevard, Inglewood, CA, 90301. Each set of Specifications may be purchased for a fee of $50.00 per hard copy; $25.00 fee per CD-ROM. All fees are non-refundable. If requested by mail, prospective bidder must pre-pay mailing charge of $15.00 per set requested.

Section 4. PRECEDENCE OF CONTRACT DOCUMENTS

The order of precedence of Documents shall be:

FIRST: Requirements of law, including the Charter and Ordinances of the City.

SECOND: Permits from other Agencies as may be required by law or Ordinance.
THIRD: Permits from City Departments as may be required by law or Ordinance.

FOURTH: Change Orders and/or Supplemental Agreements; whichever occurs last.

FIFTH: Contract/Agreement.

SIXTH: Addenda.

SEVENTH: Bid/Proposal.

EIGHTH: Special Provisions.

NINTH: Plans.

TENTH: Standard Plans.

ELEVENTH: Standard Specifications.

TWELFTH: Reference Specifications.

Detail drawings shall take precedence over general drawings.

Section 5. THE PROPOSAL

Proposals shall be submitted on the form provided by the City and shall be enclosed in a sealed envelope, marked, and addressed as hereinafter directed. The Bidder shall state in words and figures the specific sum for which he/she proposes to supply the labor, materials, supplies, or machinery, and perform the work required by the Plans and Specifications. In case words and figures do not agree, the words shall govern and the figures shall be disregarded. If the Proposal is made by an individual, it shall be signed and his/her full name and address shall be given; if it is made by a firm, it shall be signed with the co-partnership name by a member of the firm who shall also sign his/her own name and the name and address of each member shall be given; if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers, attested by the corporate seal, and the names and titles of all officers of the corporation shall be given. No telegraphic proposal or telegraphic modification of the Proposal will be considered.

Blank spaces in the Proposal shall be properly filled. The phraseology of the Proposal must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations, or provisions attached to the Proposal will render it informal and may cause its rejection. Alterations by erasure or inter-lineation must be explained or noted in the Proposal over the signature of the Bidder. Alternative proposals will not be considered unless specifically provided for in the Bidding Sheet. A bidder may withdraw their proposal before the hour fixed for opening bids without
prejudice to themselves by submitting a written request to the City Clerk for its withdrawal and the Proposal will be returned to him/her unopened when reached in the procedure of opening bids. No proposals may be withdrawn after the hour fixed for opening bids without rendering the accompanying bidder's bond, or certified or cashier check, or cash guaranty subject to forfeiture or liquidated damages in like manner as in the case of failure to execute contract after award, as hereinafter provided. No proposal received after the time named or at any place other than the place stated in the Invitation to Submit Bids will be considered. All bids will be opened and declared publicly.

Bidders, their representatives, and others interested are invited to be present at the opening. The City reserves the right to waive an informality in any bid, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that bids are qualified by specific limitations, and to make awards to the lowest responsible bidder as the interest of the City may require.

Any proposal which is so unbalanced between the various contract items as to be detrimental to the interests of the City may also be rejected. Where bonds are required, the bidder shall name in his/her proposal the Surety or Sureties which have agreed to furnish said bonds.

The envelope enclosing the Proposal shall be sealed and addressed to the City Clerk, City of Inglewood, One Manchester Boulevard, Inglewood, CA, 90301. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and bear the words "Proposal For..." followed by the name of the work and the date and hour of bid opening.

Section 6. LOWEST RESPONSIBLE BIDDER

Section 2-200 of the Inglewood Municipal Code states: "The expression 'lowest responsible bidder' as used in this article and the City's Bidding Documents shall be deemed to mean the lowest bidder whose offer best responds in quality, fitness, and capacity to the requirements of the proposed work or usage."

In selecting the lowest responsible bidder, consideration will be given not only to the financial standing, but also to the general competence of the Bidder for the performance of the work covered by the Proposal. To receive favorable consideration, a bidder must present evidence that he/she has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the City that he/she or their associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements.

A showing of adequate financial resources is required, but will not alone determine whether a bidder is competent to undertake the proposed work. Each bidder must furnish, if required, a record of past performance and experience and show that his/her
organization, capital, and equipment are adequate for the successful prosecution of the required work and its completion within the time specified.

**Section 7. BIDDER’S BOND**

As a guaranty of good faith, each bidder shall submit with their proposal an unconditional Bidder’s Bond or Certified or Cashier’s Check, drawn on a solvent State or National bank, or cash in the sum stated in the Invitation to Submit Bids, payable to the “City of Inglewood,” said Bidder’s Bond or check to be held uncollected until it becomes subject to disposal as herein provided. Any condition or limitation placed upon said Bidder’s Bond or check will render it informal and may, at the option of the City, result in the rejection of the Proposal under which such Bidder’s Bond or check is submitted. If a bidder to whom an award is made fails or refuses to execute the Contract and furnish the required bonds, all within the time stated, said Bidder’s Bond or check and the monies represented thereby, or the cash guaranty, shall be and remain the property of the City and shall be subject to deposit with the Treasurer of the City as other monies belonging to the City, the amount thereof being agreed to by the Bidder as liquidated damages due the City. Within fifteen (15) days after the award of the Contract, the City will return the Proposal guarantees accompanying such as the Proposals, which are not to be considered in making the award. All other proposal guarantees will be held until the Contract has been finally executed, after which they will be returned to the respective bidders whose proposal they accompany.

**Section 8. CONSTRUCTION BOND**

The Contractor agrees to at all times during the performance of the agreement obtain, keep, and maintain a Faithful Performance Bond in the amount of the Contract Sum, and a Contractor’s Labor and Material Bond in the amount of the Contract Sum. Said bonds shall be in the form approved by the City Attorney and Surety on all bonds furnished must be satisfactory to the City.

**Section 9. INGLEWOOD BUSINESS LICENSE**

The Contractor/Consultant agrees to at all times during the performance of the Agreement, obtain and maintain a City of Inglewood Business License. A copy of said license must be forwarded to the City Clerk and Public Works Department prior to issuing Notice To Proceed (NTP).

**Section 10. LIABILITY INSURANCE**

The Contractor shall furnish the City with Comprehensive General Liability Insurance including automobile, contractual liability, products, and completed operations, owner’s protective and personal injury coverage, in which the City is named as an additional insured, with the Contractor’s insurance to be primary.

Any insurance in effect protecting the City shall be excess and shall be effective only upon exhaustion of Contractor’s insurance. The Policy shall insure the City, its officers,
employees and volunteers, while acting within the scope of their duties, against all
claims arising out of or in connection with the work, except as provided for in Section 25
of these Special Provisions. The Policy or endorsement shall state clearly that the City
shall be notified by registered mail at least thirty (30) days prior to cancellation of the
Policy for any reason.

Minimum Scope of Insurance

Coverage shall be at least as broad as indicated below:

1. Insurance Services Office Commercial General Liability Coverage
   (occurrence Form CG 00 01 11 85 or 11 88).

2. Insurance Services Office Form Number CA 00 01 06 92 covering
   Automobile Liability, Code 1 (any auto).

3. Workers' Compensation Insurance as required by the State of California and
   Employer's Liability Insurance.

Minimum Limits of Insurance

The Consultant shall procure and maintain for the duration of the Contract, insurance
against claims for injuries to persons or damages to property, which may arise from or
in connection with the performance of the Work hereunder by the Consultant, his
agents, representatives, employees, or subcontractors. The cost of such insurance
shall be borne by the Consultant. Failure to maintain or renew coverage or to provide
evidence of renewal may be treated by the City as a material breach of Contract.

MINIMUM SCOPE AND LIMIT OF INSURANCE

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

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering,
   Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-
   owned), with limit no less than $2,000,000 per accident for bodily injury and property
   damage.

3. Workers’ Compensation insurance as required by the State of California, with
   Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000
   per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant’s profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Other Insurance Provisions**
The insurance policies are to contain, or be endorsed to contain, the following provisions:
Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage
For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

Notice of Cancellation
Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation
Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

40
Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage
Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances
The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Deductibles and Self-Insurance Retentions
Any deductibles or self-insured retentions must be declared to and approved by the City Attorney. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City Attorney guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Other Insurance Provisions
The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officials, employees, and volunteers are to be covered as insured with respect to liability arising out of automobile owned, leased, hired, or borrowed by, or on behalf of, the Contractor: and with respect to liability arising out of work or operations performed by, or on behalf of, the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85).

2. For any claims related to this project, except as provided in Section 19 of the Special Provisions, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by Certified Mail, return receipt requested, has been given to the City.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers
Insurance is to be placed with insurers with insurance in California or placed by a non-admitted insurer on California's List of Eligible Surplus Lines Insurers (LESLI). Any insurer, whether admitted or non-admitted, shall have a current A.M. Best's rating of not less than A.VII.

Verification of Coverage
The Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required to conform to the insurance requirements. All certificates and endorsements are to be received and approved by the City Attorney's office before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these Special Specifications at any time. The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
The Contractor shall hold harmless the City, its officers and employees from any and all liability from personal injuries, property damage, cost of litigation, legal expenses or any other claim or action arising out of the performance of the services required by the Contractor pursuant to these specifications.

**Section 11. INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the City and its officers, employees, and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnities by reason of any act of the matters against which the Consultant has agreed to indemnify Indemnities as provided above, the Contractor, upon notice from the City, shall defend Indemnities at the Contractor’s expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnities need not have first paid for any of the matters to which Indemnities are entitled to indemnification in order to be indemnified. The insurance required to be maintained by the Contractor under this Article shall ensure the Contractor’s obligations under this Section, but the limits of such insurance shall not limit the liability of the Contractor hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

**Section 12. EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS**

**Labor Code § 1773.3:** Contract Awards; Copy to Division; Notice to Local Committee; Discrepancy in Ratio.

"An awarding Agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five (5) days of the Award send a copy of the Award to the Division of Apprenticeship Standards."

When specifically requested by a Local Joint Apprenticeship Committee, the Division of Apprenticeship Standards shall notify the Local Joint Apprenticeship Committee regarding all such awards applicable to the Joint Apprenticeship Committee making the request. Within five (5) days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, the pursuant to the certified fixed number of apprentices to journeymen, the awarding Agency shall notify the Division of Apprenticeship Standards.

**Labor Code § 1777.5:** Employment of Registered Apprentices; Wages; Standards; Number; Apprenticeable Craft or Trade; Exemptions; Contributions.
Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which he/she is registered.

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), Division 3 of the Labor Code are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

When the Contractor to whom the Contract is awarded by the State or any political subdivision, or any subcontractor under him/her, in performing any of the work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and subcontractor shall apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area of the site of the public work. However, approval as established by the Joint Apprenticeship Committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The Joint Apprenticeship Committee or committees, subsequent to the approving the subject Contractor or subcontractor, shall arrange for the dispatch of apprentices to the Contractor or subcontractor in order to comply with this Section.

Every contractor and subcontractor shall submit contract award information to the applicable Joint Apprenticeship Committee, which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the Joint Apprenticeship Committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for woman and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards.

The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but, except as otherwise provided in this Section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman or the higher standard stipulated by the Joint Apprenticeship Committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of
the Contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a Joint Apprenticeship Committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

The Contractor or subcontractor, if he/she is covered by this Section, upon the issuance of the approval certificate, or if he/she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he/she employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in this Section. This Section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this Section.

"Apprenticeable craft or trade," as used in this Section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions is met:

(a.) Unemployment for the previous three (3) month period in the area exceeds an average of fifteen percent (15%).

(b.) The number of apprentices in training in such area exceeds a ratio of 1 to 5.

(c.) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis.

(d.) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his/her life, safety, or property of fellow employees, or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization, which represents contractors in a specific trade from a 1-to-5 ratio on a local or statewide basis, the member contractors
will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, if they are already covered by the local apprenticeship standards.

The Contractor to whom the Contract is awarded, or any subcontractor under him/her, who, in performing any of the work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade, and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he/she employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Contractor or subcontractor may add the amount of the contributions in computing his/her bid for the Contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Section 227.

Labor Codes §1777.7: Noncompliance with §1777.5 Denial of Right to Bid on Contracts; Civil Penalty; Procedure.

The body awarding the Contract shall cause to be inserted in the Contract stipulations to effectuate this Section. The stipulations shall fix the responsibility of compliance with the Section for all apprenticeable occupations with the prime contractor. All decisions of the Joint Apprenticeship Committee under this Section are subject to Section 3081:

(a.) In the event a contractor or subcontractor willfully fails to comply with Section 1777.5, the Director of Industrial Relations shall deny to the Contractor or subcontractor both individually and in the name of the business entity under which the Contractor or subcontractor is doing business, the right to bid on, or to receive, any public works contract for a period of up to one (1) year for the first violation and for a period of up to three (3) years for the second and subsequent violations. Each period of debarment shall run from the date the determination of noncompliance by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council.

(b.) A contractor or subcontractor who violates Section 1777.5 shall forfeit as a civil penalty the sum of fifty dollars ($50) for each calendar day of noncompliance. Notwithstanding Section 1727, upon receipt of a determination that a civil penalty has been imposed, the awarding body shall withhold the amount of the civil penalty from the Contract progress payments then due or to become due.

(c.) In lieu of the penalty provided for in Subdivision (a) or (b), the Director may for a first time violation and with the concurrence of the Joint Apprenticeship Committee, order the Contractor or subcontractor to provide apprentice
employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(d.) Any funds withheld by the awarding body pursuant to this Section shall be deposited in the General Fund if the awarding body is a State entity, or in the equivalent fund or an awarding if the awarding body is an entity other than the State.

(e.) The interpretation and enforcement of Section 1777.5 and this Section shall be in accordance and the rules and procedures of the California Apprenticeship Council.


In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the Bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the Bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

The preceding provisions of this Section shall be included in full in any specifications for the general public purchase and shall be included in full in the Bid Agreement or general provisions incorporated into the Bid Agreement.

Federal Labor Standards:

This is federally assisted construction contract. Pursuant to Section 1773 of the Labor Code, the State prevailing wage rates for this project have been determined by the Director of the California Department of Industrial Relations (DIR) and are set forth on the DIR website: [http://www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD) and are printed in the Specifications. The Federal prevailing wage rates for this project are also set forth in the Specifications, and addenda to modify the Federal and State wage rates, if necessary, will be issued to holders of the Specifications. If there is a difference between the State wage rates and Federal wage rates for similar classification of labor, Contractor and subcontractors shall pay not less than the higher of two. Lower State wage rates for classifications not specifically listed in the Federal wage determination will not be accepted; this includes “helper” (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determination.

This project is subject to the “Buy America” provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

The U.S. Department of Transportation (DOT) provides a toll-free hotline service to report bid rigging, bidder collusion, or other fraudulent activities. The hotline is available
Mondays through Fridays between 8:00 a.m. and 5:00 p.m. eastern time, at (800) 424 9071. The hotline is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

Section 13. PAYMENT OF PREVAILING WAGE RATES AND PAYROLL RECORDS

The Contractor's attention is directed to the following provisions of the Labor Code. The Contractor shall be responsible for the compliance with these provisions by his/her subcontractors. Copies of the prevailing rate of per diem wage determinations are on file in the City Clerk's Office and are available to any interested party on request.

Labor Code § 1725.5:

1. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (with limited expectations for this requirement for bid purposes only under Labor Code Section 1771.1a)

2. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations.

3. All contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner for all new projects awarded on or after April 1, 2015. The Labor Commissioner may excuse contractors and subcontractors on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District and County of Sacramento) or that is covered by a qualified project labor agreement.

4. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Labor Code § 1771: Payment of General Prevailing Rate.

Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general per diem wages for holiday and overtime work fixed as provided in this Section, shall be paid to all workers employed on public works.

Labor Code § 1772: Employees of Contractors and Subcontractors.

Workmen employed by contractors or subcontractors in the execution of any contract for public works are deemed to be employed upon public work.

Labor Code § 1774: Payment of General Prevailing Rate.
The Contractor to whom the Contract is awarded, and any subcontractor under him/her, shall pay no less than the specified prevailing rates of wages to all workmen employed in the execution of the Contract. If the Contractor is making more than one wage determination, the Contractor shall ensure the higher wage rate is applied.

Labor Code §1775: Penalties for Violations; Action Against Contractor to Recover Penalties.

The Contractor shall, as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit not 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 for the work or craft in which the worker is employed for any public work done under the Contract by him/her or by any subcontractor under him/her. The amount of this penalty shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his/her prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor had knowledge of his/her obligations under this part. The difference between the prevailing wages rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the body awarding the Contract shall cause to be inserted in the Contract a stipulation that this Section will be complied with.

To the extent that there is insufficient money due the Contractor to cover all penalties and amounts due in accordance with this Section, or in accordance with Section 1813, and in all cases where the Contract does not provide for a money payment by the awarding body to the Contractor, the awarding body shall notify the Division of Labor Standards Enforcement of the violation and the Division of Labor Standards Enforcement, if necessary, with the assistance of the awarding body, may maintain an action in any court of competent jurisdiction to recover the penalties and the amounts due provided in this Section. This action shall be commenced not later than ninety (90) days after the filing of a valid Notice of Completion in the Office of the County Recorder in each County in which the public work or some part thereof was performed, or not later than ninety (90) days after acceptance of public work, whichever last occurs. No issue other than that of the liability of the Contractor for the penalties allegedly forfeited and amounts due shall be determined in the action, and the burden shall be upon the Contractor to establish that the penalties and amounts demanded in the action are not due.
Out of any money withheld, recovered, or both, there shall first be paid the amount due each worker, and if insufficient funds are withheld, recovered, or both, to pay each worker in full, the money shall be prorated among all workers.

Labor Code § 1776: Payroll Records: Retention; Inspection; Noncompliance Penalties; Rules and Regulations.

(a.) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him/her in connection with the public work.

(b.) The payroll records enumerated under Subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

2. A certified copy of all payroll records enumerated in Subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the Contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

3. A certified copy of all payroll records enumerated in Subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the Contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

(c.) The certified payroll records shall be on forms provided by the Division of Labor Standard Enforcement or shall contain the same information as the forms provided by the Division.

(d.) Each contractor shall file a certified copy of the records enumerated in Subdivision (a) with the entity that requested the records within ten (10) days after receipt of a written request.
(e.) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.

(f.) The Contractor shall inform the body awarding the Contract of the location of the records enumerated under Subdivision (a) including the street address, City and County, and shall, within five (5) working days, provide a notice of a change of location and address.

(g.) The Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Section. In the event that the Contractor fails to comply with the ten (10) day period, he/she shall, as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

(h.) The body awarding the Contract shall cause to be inserted in the Contract stipulations to effectuate this Section. These stipulations shall fix the responsibility for compliance with this Section on the prime contractor.

(i.) The Director shall adopt rules consistent with the California Public Records Act, (Chapter 3.5, commencing with Section 6250, of Division 7, Title 1, Government Code) and the Information Practices Act of 1977, (Title 1.8, commencing with Section 1798, Part 4, Division 3, Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for producing copies of records required by this Section.

Section 14. NON-DISCRIMINATION

Labor Code § 1735: Discrimination in employment because of race, color, etc.

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

Section 15. SUBCONTRACTS
The Engineer shall have the authority to approve changes of, or additions of, subcontractors. Such permission shall be requested in writing and must be approved in writing. Nothing contained in the Contract Documents shall be held to create a direct contractual relationship between any subcontractor and the City.

No subcontractor will be recognized as such; all persons engaged in the work of construction will be considered as employees of the Contractor, and the Contractor will be held responsible for their work, which shall be subject to all the Provisions of the Contract Documents.

Section 16. AUTHORITY OF THE ENGINEER

All work of the Contract will be supervised by the Engineer. References to "Engineer" in Division I which concern administrative aspects of the Contract including provisions for time for commencing and completing work and extension of time shall be understood literally as meaning the Engineer or an authorized representative.

The Engineer shall have the authority to give such general directions and exercise such control as may be necessary to ensure that work on the Project is in strict compliance with the Contract Documents. The Engineer shall determine the adequacy of the Contractor's methods, plant, and equipment, and may issue such directions relative to the sufficiency of forces as may be reasonably necessary to ensure proper and continuous execution of the work. The Engineer shall have the authority to stop the work, if necessary, to prevent its improper execution and shall determine the amount, quality, and fitness of the several kinds of work. The Engineer shall have the authority to reject all work which does not conform to the requirements of the Contract and shall have power to make such other decisions as provided in these Specifications. All instructions, rulings, and decisions of the Engineer shall be final and binding unless formal protest is made under the Provisions for "Claims and Protests" in Section 42 of these Specifications.

The Engineer shall have executive authority to enforce such decisions and orders, which the Contractor shall carry out promptly. The Engineer shall have the authority to issue change orders not to exceed fifteen percent (15%) of the Contract amount, and time extensions as he/she deems necessary to best serve the City's interests.

Section 17. CHANGE ORDERS

General

All administrative aspects involving change orders shall be authorized by the Public Works Director/Engineer or designee. Changes in the Work, whether ordered by City or otherwise arising, are permitted, reasonably foreseeable and, regardless of their number, size, scope or complexity, shall not invalidate the Construction Contract or give rise to any right on the part of Contractor to seek recovery of any Loss from City other than pursuant
to the contractual processes for adjustment of Contract Sum and Contract Time that are expressly provided for by the Contract Documents.

**Contract Allowances and Adjustments**

The Contract shall include in the Contract Sum all allowances stated in the Contract Documents. Allowances shall cover all costs for materials and labor necessary to do the work specified. Whenever the actual costs are more or less than the allowances, the Contract Sum shall be adjusted by Change Order. Contractors' costs for overhead and profit on the allowances shall be shown where indicated on the Bidders Proposal and Statement and not in the allowance amounts. An accounting of all materials and labor costs for work covered by allowances shall be submitted before materials and labor are expensed. If an allowance is not adequate, the City shall be provided with a cost quote (complete with back-up data) before work is started.

Adjustments to the Contract Sum or Contract Time shall only be permitted as follows: (1) The Contract Sum shall only be adjusted pursuant to this Article by means of a Change Order or Unilateral Change Order for Compensable Change, Deleted Work or Compensable Delay; and (2) the Contract Time shall only be adjusted for pursuant to this Article by means of a Change Order or Unilateral Change Order for Compensable Delay, Excusable Delay or Deleted Work authorizing an extension or contraction of the Contract Time as provided in Article 23, below.

**Contractors Own Expense**

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

**Prompt Performance**

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

**Change Order Defined**

A Change Order is a written instrument as defined in Section 1 - Definitions.

**Change Order Request**

With respect to any matter that Contractor believes may involve or require an adjustment to the Contract Sum due to Compensable Change, Contractor shall, within forty-eight (48) Hours after the Discovery Date of the circumstances giving rise to the
Compensable Change, submit to Engineer a Change Order Request. With respect to Deleted Work, Contractor shall submit a Change Order Request no later than forty-eight (48) Hours after receipt of a request for pricing of such Deleted Work.

Form

Change Order Request shall be provided using forms furnished by City. Failure by City to provide or approve a particular form, however, shall not relieve Contractor or its obligation to provide Change Order Request in written form that complies with Content Requirements set forth below.

Content Requirements

Each Change Order Request shall include:

1. A detailed description of the circumstances for the Compensable Change, Deleted Work or Compensable Delay and a detailed estimate, which in the case of a Compensable Change shall be based on definitive Subcontractor pricing where available, of the proposed adjustment of the Contract Sum.

2. A complete, itemized cost breakdown of all Contractor and Subcontractor costs, quantifies, hours, unit prices, rates and markups (additive and deductive); provided, however, that, unless otherwise agreed to by City in writing, under no circumstances shall any Change Order Request include or be based upon any costs, expenses or markups (on behalf of Contractor or any Subcontractor) other than either: (1) a unit price set forth in the Construction Contract, or (2) Allowable Costs and Allowable Markups. If the Change Order Request involves the performance of Work by the Subcontractor, Contractor must include an estimate or bid from the Subcontractor containing the same detailed information as required herein of Contractor; and

3. If such circumstances involve a right to adjustment of the Contract Time due to Compensable Delay or Excusable Delay that has not been waived, Contractor shall include, if not previously provided, a complete and timely Request for Extension.

Waiver by Contractor

Failure by Contractor to provide a timely and complete Change Order Request under circumstances where a Change Order Request is required by this Section shall constitute a waiver by Contractor of the right to any adjustment to the Contractor Sum on account of such circumstances.

Unilateral Change Orders

If, after receipt by City of a Change Order Request properly prepared and submitted by Contractor, the parties are unable to agree upon the amount of any adjustment to the Contract Sum or Contract Time to be included in a Change Order or if the amount of such adjustment after performance is otherwise disputed, then City may, in its sole discretion,
issue a Unilateral Change Order setting forth its unilateral determination of the appropriate adjustment to the Contract Sum or Contract Time. City’s Determination in a Unilateral Change Order shall be based upon City’s good faith estimate of an appropriate and reasonable adjustment to the Contract Sum and Contract Time. City’s Unilateral determination of an adjustment to the Contract Sum or Contract Time shall become final and binding upon Contractor if Contractor fails to submit a Claim in writing to City disputing the terms of such Unilateral Change Order within thirty (30) Days of the issuance of the Unilateral Change Order.

Field Orders Defined

A Field Order is a written directive as defined in Article 2 of this Agreement.

Adjustment Estimate

Each Field Order involving a Compensable Change or Deleted Work shall include an estimate prepared by Contractor of the probable amount of the adjustment to the Contract Sum and Contract Time based on Allowable Costs and Allowable Markups.

Authorization

A Field Order confers no rights upon Contractor for adjustments of the Contract Sum or Contract Time unless it is signed by Engineer. A Field Order for a Minor Change or for the performance of Work that is not a Change to the Work and therefore does not involve an adjustment to the Contract Sum or Contract Time may be authorized by either Engineer or Architect.

Disputed Work

In the event there arises a dispute over whether Work directed to be performed by Field Orders constitutes a Compensable Change, Contractor shall, if requested in a Field Order signed by the Engineer, nonetheless proceed with performance of the Work (including, without limitation any Change) as directed by such Field Order.

If Contractor contends that such disputed work is an extra, then Contractor shall proceed as otherwise required by the Contract Document requirements set forth elsewhere herein. At a minimum, Contractor shall keep daily time and material records for all such disputed work and turn same into the Inspector at the end of each day that any such work takes place on. The time and material records must specifically identify the names of the workmen performing such work, specifically describe the type of work each man/woman was doing and the respective durations thereof. The time and material cards must also specifically identify all equipment, materials, apparatus or the like that the Contractor contends went into the work of improvement that day. Any and all other cost items that Contractor contends are associated with such disputed work must also be set forth on the time and material cards.

Failure to include any items on the time and material cards, or the failure to submit time and material cards daily for such disputed work shall be an absolute admission and
waiver by Contractor that he/she has incurred no extra costs and shall seek no extra costs or time from the City.

No Implied Obligation

In recognition of the fact that Field Orders may be issued under circumstances in which the City may not have had the time and opportunity to fully evaluate the circumstances giving rise to a Change, it is agreed that neither the issuance nor execution of, nor any statement contained in, nor any course of conduct in connection with, a Field Order shall be interpreted as creating or implying on the part of City to increase the Contract Sum or extend the Contract Time on account of any Change described in the Field Order that upon further investigation is found in fact to not constitute a valid basis for adjustment of the Contract Sum or Contract Time.

Waiver by Contractor

The following shall be deemed performed by Contractor at Contractor's Own Expense: (1) any Changes or Extra Work performed by Contractor, before or after issuance by Contractor of a Change Order Request, without Contractor having first obtained a Field Order that has been duly authorized directing such performance to proceed; and (2) any Changes or Extra Work performed in response to a directive set forth in a Field Order prior to the receipt by Engineer of a Change Order Request in accordance with the appropriate Change Order requirements of this Section.

Additional Work

Additional work requested by the Building Owner or occupant shall not be performed without written permission from the City or its designated representative. Such requests may be approved if the additional work will not delay progress of the project or cause additional project cost.

Written Authorization of Essence

It is the essence to this agreement between Contractor and City that all adjustments to the Contract Sum or Contract Time must be authorized in advance, in writing, before the additional work is performed. Approval will be contingent upon cost data submittal. Any additional days needed to complete change order work will NOT be approved up-front. The City or its designated representative will assess the need for additional days at the end of the contract. Contractors must make a good faith effort to include change order work in the original construction schedule (with in 10 days per unit). Accordingly, no verbal directions, course of conduct between the parties, or express or implied acceptance of changes or of the work, and no claim that City has been unjustly enriched (whether or not there has been such enrichment) shall be the basis for an adjustment to the contract sum or contract time if contractor has not obtained advance written authorization in the manner required by this Article 22.

Formal Notice of Essence

56
Contractor recognizes and acknowledges that timely submission of a formal Change Order Request, whether or not the circumstances of the Change may be known to City or Engineer or available to City through other means, is not a mere formality but is of crucial importance to the ability of City to promptly identify, prioritize, evaluate and mitigate the potential effects of Changes. Any form of informal notice, whether verbal or written (including, without limitation statements at regular job meetings or entries on monthly reports, daily logs or job meeting minutes), that does not strictly comply with the formal requirements of this Article 22 shall accordingly be deemed insufficient.

Allowable Costs

The term "Allowable Costs" means, and is limited to, the costs set forth in this paragraph and that are not prohibited under the next succeeding paragraph. Allowable costs are as follows: (1) labor and benefits — straight-time wages, salaries, benefits, and overtime wages, salaries and benefits specifically authorized by City or Engineer in writing, for employees employed at a site in the direct performance of the Extra Work or that would have been incurred in the direct performance of the Deleted Works; (2) materials and consumable items (and sales taxes derived thereof) furnished or incorporated in the work at the lowest competitive price available to Contractor in the general vicinity of the site; (3) reasonable rental charges for necessary machinery and equipment as authorized by City or Engineer, exclusive of hand tools; (4) additional or saved costs of permits, and additional or saved costs of insurance or bond premiums.

Costs not Allowed

Allowable costs shall not include any of the following: (1) additional costs for labor, salaries or benefits incurred by such positions as superintendents, assistant superintendents, project directors, project managers, schedulers, or estimators; (2) drafting or detailing, (3) vehicles not dedicated solely to the performance of the Work, (4) small tools with a replacement value not exceeding One Hundred Dollars ($100); (5) office expenses, including staff, materials and supplies, (6) on-site and off-site trailer and storage rental and expenses; (7) site fencing not added solely due to the performance of Extra Work; (8) utilities, including gas, electric, sewer, water, telephone, telefax and copier equipment; (9) computer and data-processing personnel, equipment and software; (10) federal, state or local business income and franchise taxes, (11) costs (other than liquidated damages for Compensable Delay permitted by Article 13 of this Contract arising from or related to Delay or acceleration to overcome Delay, whether incurred by Contractor or the Subcontractor, of any Tier; and (12) costs and expenses of any kind or item not specifically included in the Allowable Costs set forth above.

Allowable Markups

Allowable markups consists of a reasonable percentage of the Contract Sum based upon the Change of Work to cover the following: (1) direct and indirect overhead, consumables, small tools, cleanup and profit of Contractor, (2) direct and indirect overhead, consumables, small tools, cleanup and profit of the Subcontractor, of every Tier,
and (3) all costs that are not reimbursable to Contractor under Costs Not Allowed set forth above.

**Final Payment**

No claim by Contractor for adjustment to the Contract Sum relating to any Project Work for a Home shall be allowed if asserted after Residence Final Payment for such Project Work has been made by City.

**Continuous Performance**

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

**Section 17a. CONTRACT TIME AND DELAYS**

Except as set forth in this section or otherwise in the Contract Documents, the Contractor shall complete the work within the time specified in the proposal beginning with the date of the Notice to Proceed.

**Commencement**

The Date of Commencement shall not be postponed by the failure to act of Contractor or of persons or entities for whom Contractor is responsible. Contractor shall not knowingly, except by agreement or instruction of City in writing, prematurely commence operations on a Site or elsewhere prior to the effective date of insurance required by Section 10 of this Division to be furnished by Contractor. The Date of Commencement of the Work shall not be changed by the effective date of such insurance.

**Contract Time**

Contractor shall proceed expeditiously with adequate forces and shall perform the Work within the Contract Time, as adjusted for extensions of time duly permitted, authorized and noticed pursuant to the provisions of this section.

**Adjustments in Contract Time**

Subject to the limitations set forth in this Section and elsewhere in the Contract Documents, the Contract Time shall be extended for Compensable Delays and Excusable Delays and shall be contracted for Changes involving Deleted Work.

58
Early Completion

Nothing stated in these General Conditions or elsewhere in the Contract Documents shall be interpreted as creating any contractual right, express or implied, on the part of Contractor to complete the Work earlier than the Contract Time. Contractor has included in its Contract Sum the costs of all Contractor's and Subcontractor's direct and indirect overhead, including but not limited to all Project staff, temporary facilities, temporary utilities and home office overhead for the entire duration of the Contract Time. The above costs have been included in the Contract Sum notwithstanding Contractor's possible anticipation of completion in fewer Days than established by the Contract Time. Under no circumstances shall City be liable to Contractor for any Losses, of any kind, due to the inability of Contractor to complete Work earlier than the Contract Time, regardless of the cause, including, without limitation, Delays due to acts or omissions (intentional or negligent) of City, Architect, Engineer, City Consultant or others. No reduction in the Contract Sum shall be made nor will Contractor be required to remain on a Site if the Project Work Site if Finally Completed before expiration of the Contract Time.

Delays and Extensions of Time

Provided that Contractor has complied with the provisions of this Article 23, including without limitation, the requirements pertaining to timely delivery of a complete Request for Extension, if Contractor is delayed by an Excusable Delay or Compensable Delay to the path(s) of activities critical to performance of the Work by one or more of the deadlines comprising the Contract Time, then the applicable deadline in the Contract Time shall be changed either by Change Order or Unilateral Change Order, for such reasonable time as Engineer may determine. The Contract shall not be adjusted for Unexcused Delays.

Request for Extension

1. Submission. With respect to any matter that Contractor believes may involve or require an adjustment extending or contracting the Contract Time, Contractor shall within the earlier of: (1) 48 hours after the Discovery Date of the circumstances causing a Compensable or Excusable Delay; or (2) in the case of a Delay caused by Compensable Change, within the period of time set forth for submission of Change Order Requests, submit to Engineer a written Request for Extension.

2. Form. Request for Extension shall be provided using forms furnished by Engineer. However, failure by Engineer to provide a particular form shall not relieve Contractor of its obligation to provide Request for Extension in a written form that complies with the requirements set forth below.

3. Content. Each Request for Extension in order to be considered complete shall include: (1) a detailed description of the circumstances for the Compensable Delay and Excusable Delay; and (2) if such circumstances involve a right to an adjustment of the Contract Sum for Compensable Change that has not been waived by Contractor, Contractor shall include, if not previously provided, a complete and timely Change Order Request.
4. **Waiver by Contractor.** Failure by Contractor to provide a timely and complete request for extension in accordance with this section under circumstances where a Request for Extension is required by this paragraph shall constitute a waiver by Contractor of the right to any adjustment in the Contract Time or Contract Sum on account of such circumstances.

5. **Response by City.** Engineer shall thereafter investigate the facts concerning the cause and extent of such delay and, depending on whether the Request for Extension is justified, will notify Contractor of its approval or disapproval of all or a portion of Contractor's request. Extensions of time approved by Engineer shall apply only to that portion of the Work affected by the Delay, and shall not apply to other portions of Work not affected.

6. **Formal Notice of Essence.** Contractor recognizes and acknowledges that time submission of formal Request for Extension, whether or not circumstances of a Delay may be known to City or Engineer or available through other means, is not a mere formality but is of crucial importance to the ability of City to promptly identify, prioritize, evaluate and mitigate the potential effects of Delay. Any form of informal notice, whether verbal or written (including, without limitation, statements at regular job meetings or entries on monthly reports, daily logs or job meetings), that does not strictly comply with the formal notice requirements set forth above, shall accordingly be deemed insufficient.

**Compensation for Delay**

1. **Compensable Delay.** Contractor agrees to accept compensation based upon a reasonable calculation of the City for Compensable Delay in lieu of any other right that may exist under Applicable Law or in equity for recovery of Losses, whether incurred by Contractor or the Subcontractors of any Tier, due to Delay, including, without limitation, the following: extended or extraordinary (direct and indirect) overhead; lost of productivity; labor, wage and material costs escalators; inefficiency; direct and indirect costs associated with the cumulative impact of multiple Changes or Delays; legal expenses; consultant costs; interest; lost profits or revenue; bond and insurance costs; and changes in taxes.

2. **Deleted Work.** Adjustments reducing the Contract Sum for contractions of the Contract Time due to Deleted Work shall be based, without duplication to any other adjustments to the Contract Sum, upon a reasonable calculation of the City for such delay.

**Acceleration of the Work**

1. **Due to Unexcused Delay.** If Engineer determines that due to Unexcused Delay Contractor will not perform the Work within the Contract Time, then Contractor shall immediately take, at Contractor's Own Expense, all measures necessary to accelerate performance.
2. **Due to Excusable Delay.** Acceleration, whether performed at the request of City or otherwise, to overcome Excusable Delay shall be deemed a voluntary acceleration performed at Contractor's Own Expense.

3. **Due to Compensable Delay.** City shall have the right, exercised in its sole discretion, in lieu of granting an adjustment to the Contract Time and Contract Sum for Compensable Delay to direct in writing the acceleration of the Work by Contractor in order to recapture time lost due to Compensable Delay. Any adjustment in the Contract Sum on account of such shall be limited to costs incurred and paid for the premium time portion of overtime only.

**Concurrent Delays**

Contractor's right to adjustment to the Contract Time for Excusable Delay and its right to adjustment to the Contract Sum and Contract Time for Compensable Delay shall, in case of concurrency of Delays, be calculated as follows:

1. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first Delay to the cessation of the Delay which ends lasts.
2. If an Unexcused Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of Days, if any, by which such Excusable Delay or Compensable Delay exceeds the number of Days of such Unexcused Delay.
3. If an Unexcused Delay occurs concurrently with both Excusable Delay and Compensable Delay, the maximum extension of the Contract Time shall be the number of days if any, by which such Excusable Delay and Compensable Delay exceeds the number of Days of such Unexcused Delays.

**Delay Claims**

Claims relating to disputed adjustments of the Contract Time or adjustments to the Contract Sum to Delay shall be made in accordance with applicable provisions of this Article, above.

**Exercise of City Rights**

Notwithstanding any other provisions of the Contract Documents to the contrary, any Delay to Contractor's performance of the Work that is the result of City's exercise of its rights or remedies under the Contract Documents or Applicable Laws in response to a failure by Contractor or any Subcontractor to comply with the Contract Documents shall be deemed an Unexcused Delay and shall not, under any circumstances, entitle Contractor to an adjustment to the Contract Time or Contract Sum.

**City-Furnished Information**
Information included as part of the Contract Documents and furnished by City's equipment vendors including the expected shipping dates, weights, handling instructions, erection information and all other such data is furnished in good faith, but no warranty of accuracy, sufficiency or completeness is given or implied.

Section 17b. COMPLETION, CLOSE-OUT AND ACCEPTANCE OF WORK

Close-out Requirements Included

Contractor shall comply with requirements stated in Conditions of the Contract.

Final Inspection

It shall be within the area of responsibility of the Engineer or his designee to make the final inspection of the work and to accept the completed work on behalf of the City.

1. When Contractor considers the work is complete and all items per contract documents have been installed, Contractor shall submit to the City a written notice that the Work, or designated portion thereof for a project building, is complete and ready for “punch” inspection.

2. Within five (5) working days after receipt of such notice, the City will make an inspection to determine the status of completion.

3. Should the City determine that the work is not complete:
   a. The City will notify the Contractor in writing, giving reasons thereof.
   b. Contractor shall remedy the deficiencies in the Work, and send a second written notice of completion to the City.
   c. The City will re-inspect the work.

Contractor’s Close-Out Submittals and Requirements

All documents should be packaged in a per unit basis. Documents should be specific to each unit and should include literature addressing only those items installed at that particular address.

1. Bonds, including the guaranty bond.

2. Evidence of Payment and Release of Liens.

3. List of subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.

4. As-built drawings.

5. Copy of building permits with complete signatures.
Final Adjustment of Accounts

1. Submit final statements of accounting to the Contract Sum.

2. Statement shall reflect all adjustments resulting from:
   a. The original Contract Sum.
   b. Additions and deductions resulting from:
      (1) Previous Change Orders
      (2) Allowances
      (3) Unit Prices
      (4) Deductions for uncorrected work
      (5) Penalties
      (6) Deductions for Liquidated Damages
      (7) Deductions for re-inspected Payments
      (8) Other adjustments
   c. Total Contract Sum, as adjusted.
   d. Previous payments.
   e. Sum remaining due.

Notice of Completion

The City of Inglewood will prepare and file the Notice of Completion.

Final Application for Payment

Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

Section 18. SERVICE OF NOTICE

The delivering of any notice, instruction, claim, protest, or other written communication, personally to the Contractor or a representative on the Project, to the Engineer or a representative on the Project, or to the City or its representative at his/her office or legal place of business, shall constitute service thereof upon the Contractor, the Engineer, or the City, respectively.

The depositing in a post-paid wrapper directed to the official address of the Contractor, the Engineer, or the City, in any post office box regularly maintained by the protestor, or other written communication, shall be deemed sufficient service thereof upon the Contractor, the Engineer, or the City, respectively, and the date of such service shall be considered to be the day following the date of such mailing.

The official address of the Contractor shall be the address given in the accepted Proposal or such other address as the Contractor may subsequently designate in writing to the Engineer and the City. The official address of the City shall be: City of Inglewood; City Clerk’s Office; One Manchester Boulevard; Inglewood, CA, 90301.
Section 19. WORK DONE BY OTHERS

The City reserves the right to do other work and to let other contracts for work contiguous to the work set forth in the Contract Documents.

In the event that work is done by the City or by other contractors contiguous to the work covered by this contract, the respective rights of the various interest involved shall be established by the Engineer. The Contractor shall afford the City and other contractors reasonable opportunity for the introduction and storage of their materials and for the execution of their work, and shall properly conduct and coordinate work with all other parties.

If any part of the work under this contract depends for proper execution or result upon any other contiguous work, the Contractor shall inspect such work and promptly report to the Engineer any condition which may adversely affect the work under this contract. The Contractor's failure to inspect and report same shall constitute an acceptance of said other contiguous work as fit and proper for the reception of the work under this contract, except as to deficiencies which may develop in said other work after the execution of the work covered under this contract.

Section 20. PERMITS AND INSPECTION COSTS

Wherever the property of the Federal Government, the State of California, the County of Los Angeles, the City of Inglewood, any local utilities, or of any other agency affected by the work included in this contract, the Contractor shall bear the cost of all permits and inspection lawfully exacted by said Government, State, County, City, District, Department, or other agency during the time of performing the work affecting said property; also, the Contractor shall bear all cost of traffic regulation and traffic control devices lawfully exacted by said State, County, City, or other agency during the time of performing the work affecting said property.

When working within the Railroad's right of way, the Contractor shall contact Burlington Northern Santa Fe (BNSF) and/or Metro Transportation Agency (MTA) and bear all cost of traffic regulation and traffic control during the time performing the work affecting said property.

Where required under the terms of the permits, the Contractor shall obtain liability insurance acceptable to and in an amount required by the public agency having jurisdiction. The policy shall insure said agency against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the City. The Contractor shall furnish to each such agency a certificate of protective liability insurance showing the protection afforded and the amount thereof.

Neither the terms hereof nor anything shown on the Drawings in connection with rights-of-way provided by the City shall be construed to entitle the Contractor to conduct
operations in said rights-of-way in violation of existing regulations restricting interference with watercourses and drainage channels. The Contractor shall take adequate precautions against obstructing storm water flow in any affected watercourse or channel, and shall not deposit excavated materials in any area where they might interfere with or be subject to erosion from such flow.

Section 21. LOCAL CONDITIONS

Bidders shall read the Specifications, examine the Drawings, and make their own estimates of the existing facilities and the difficulties, which will attend the execution of the work called for by the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. Bidders shall satisfy themselves by personal examination of the location of the proposed work and by such other means as they may choose so as to determine the actual conditions and requirements. Information derived from the maps, profiles, Plans and Specifications, Drawings, City Personnel, the Consultant, or his/her assistants, shall not relieve the Bidder of this responsibility.

Section 22. "OR EQUAL" CLAUSE

Whenever a material, article, or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any material, article, or equipment of other manufacturers' and vendors' which will perform adequately the duties imposed by the general design, shall be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. Said materials, articles, or equipment shall not be purchased or installed by the Contractor without the Engineer's written approval.

Section 23. SCOPE OF WORK

The work to be performed under this contract shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles, and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Specifications, Drawings, schedules, and other Contract Documents, as herein before defined, all of which are made a part hereof, and including such detail sketches as may be furnished by the Engineer from time to time during construction in explanation of said Drawings. The work shall be complete, and all work, materials, and services not expressly called for in the Specifications or not shown on the Drawings, which may be necessary for the complete and proper construction of the work, in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the City.

The Contractor shall check all dimensions and quantities on the Drawings or schedules herein contained or given by the Engineer, and shall notify the Engineer of all errors
therein which may be discovered by examining and checking the Drawings. The Contractor shall not take advantage of any error or omission in these Specifications, or in the Drawings or schedules, but should such error or omission be discovered, the Contractor shall obtain instructions from the Engineer and the Contractor shall carry out such instructions as if originally specified.

The Contractor shall verify all dimensions in the field and shall check field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the work.

The Contractor shall inspect related and appurtenant work and shall report in writing to the Engineer any conditions, which will prevent proper completion of the work. Any required removal, repair, or replacement caused by unsuitable conditions shall be done by the Contractor at his/her sole cost and expense.

Section 24. RIGHTS-OF-WAY

Rights-of-way or easements as required for the prosecution of the work will be provided by the City. The Contractor shall be responsible for making their own arrangements for parking facilities, storage areas, and staging areas; the Contractor shall obtain written permission from the owners of the affected property for such use, and a copy of each such written permit shall be furnished to the City and property owners for their protection and records.

The Contractor shall indemnify and hold the City harmless from all claims for damages occasioned by such actions.

Section 25. USE OF IMPROVEMENT DURING CONSTRUCTION

The City reserves the right to take over and utilize all or parts of any completed facility or appurtenance. Such action by the City will relieve the Contractor of responsibility for injury or damage to said completed portions of the improvement resulting from use by public traffic or from the action of the elements or from any other cause except injury or damage resulting from the Contractor's operations or negligence. The Contractor will not be required to re-clean said utilized portions of the improvement before field acceptance, except for cleanup made necessary by their operations. Nothing in this Section shall be construed as relieving the Contractor from full responsibility for correcting defective work or materials.

In the event the City exercises its right to place into service and utilize all or part of any completed facility or appurtenance, the City shall assume any responsibility and liability for injury to persons or property arising out of or resulting from the utilization of the facility or appurtenance so placed into service except for any such injury to person or property caused by any willful or negligent act or omission of the Contractor, subcontractor, their officers, employees, or agents.
Notwithstanding the above, the City reserves all rights to use and maintain the public rights-of-way for pedestrian and vehicular traffic, except as may otherwise be provided in the Special Provisions. Such use of the public rights-of-way does not relieve the Contractor of any liability for damages to the improvements caused in whole or in part by the Contractor, any of his agents or subcontractors, or any other third party. Furthermore, such use of the public rights-of-way by City in no way constitutes acceptance of the work in whole or in part.

The right is reserved to the City and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the work of this contract.

Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, alley, way, or parking area during the performance of the work hereunder and he shall conduct his operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleys, ways, or parking areas.

Section 26. EXECUTION OF CONTRACT

A bidder to whom award is made shall execute a written contract with the City and furnish good and approved bonds, if required in the Special Provisions all in accordance with the Provisions hereof and within the time stated in the Proposal. If a bidder to whom an award is made fails or refuses to enter into the Contract as herein provided or to conform to any of the stipulated requirements in connection therewith, the bid bond, check or cash guaranty shall become the property of the City as provided in Section 7 hereof, the award will be annulled and, in the discretion of the City, an award may be made to the Bidder whose proposal is next most acceptable to the City. Such bidder shall fulfill every stipulation embraced herein as if he/she were the party to whom the first award was made. A corporation to which an award is made will be required, before the Contract is finally executed, to furnish evidence of its corporate existence, of its rights to do business in California and of the authority of the officer signing the Contract and bonds for the corporation to so sign.

Section 27. CONSTRUCTION SCHEDULE

The Contractor shall prepare and submit a complete construction schedule in a suitable form (refer to Division II) indicating starting time and completion of each subdivision of trade or work in the Project prior to start of work. The construction schedule shall be approved by the Engineer prior to commencement of construction.

Holidays and alternating Fridays (Fridays City is closed due to its 9/80 schedule) are “non-workdays.” Every other day is a workday. Contractor will be provided a list of closed Fridays and City Holidays. Contractor must receive prior approval before working on a “non-workday.” If work needs to be done on a non-workday, Contractor
must submit a written request, to the Project Manager, at least 48 hours before the start of the work.

All work shall start after 7:00 a.m. and stop by 5:00 p.m. on regular working days.

Section 28. COMPLETION AND ACCEPTANCE

It shall be within the area of responsibility of the Engineer to make the final inspection of the work and to accept the completed work on behalf of the City.

Section 29. TERMINATION OF CONTRACT

The City may terminate the Contract at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the Agency is prevented from proceeding with the Contract by law, or by official action of a public authority.

Section 30. TIME OF COMPLETION

The Contractor shall complete the work within the time specified in the Proposal beginning with the date of the Notice to Proceed.

Section 31. LIQUIDATED DAMAGES

It is agreed to by the parties to the Contract that in case all the work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in these Specifications, damage will be sustained by the City, and that it is, and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that the Contractor will pay to the City the sum of one thousand dollars ($4,000) per day for each and every day’s delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

Section 32. NOTIFICATION OF START OF WORK

The Contractor shall notify the City of Inglewood Public Works Department Permit Section at (310) 412-5333, at least 48 hours prior to starting any construction within the street rights-of-way. The Contractor shall notify the Communications Center of the City at (310) 412-5251, at least 24 hours before commencing work. The Contractor shall formally notify, in writing, all residents and businesses that are located within a ½ mile radius from the construction site and/or are impacted by the construction work at least 48 hours before commencing work. Any and all correspondence to City Constituents shall be submitted no later than ten (10) working days for City Administrator’s approval prior to distribution. The Contractor shall also produce door knob hang tags containing general information related to the construction no later than ten (10) working days after
receiving the Contract for City Administrator's approval. A sample shall be provided by the City.

**Section 33. RECORD DRAWINGS**

The Contractor shall maintain at the job site a set of Plans and Specifications available at all times for inspection by the City, exclusively, and so marked for recording all changes in the work. The Contractor shall be responsible for seeing that any and all changes are recorded on this set each day.

**Section 34. SUPERINTENDENTS**

The Contractor shall assign and designate a Project Superintendent responsible for the Project who will be on the site full-time and will be in charge of all subcontract work supplied.

**Section 35. NOISE ABATEMENT**

The Contractor shall conform to the regulations set forth in Chapter 6 of the Inglewood Municipal Code. All equipment used in the Project must be the quietest available for this type of work, said equipment shall not exceed 90 dba measured at an unobstructed distance of 25 feet, unless a permit and variance has been obtained from the City.

**Section 36. CLEANUP AND DUST CONTROL**

Throughout all phases of construction, including suspension of work, and until final acceptance of the Project, the Contractor shall keep the work site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning and sweeping, water trucks, or other means, as necessary.

Materials and equipment shall be removed from the site as soon as they are no longer necessary; and upon completion of the work and before final inspection, the entire worksite shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the Contractor's Bid Items.

Earth dams will not be permitted at catch basin openings, local depressions, or elsewhere, except in time of emergency. Temporary dams of sand bags, asphaltic concrete, or other acceptable material, may be permitted when necessary to protect the work, provided their use does not create a hazard or nuisance to the public. Such dams shall be removed from the site as soon as their use is no longer necessary.

Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation or extension of contract completion time will be allowed as a result of such suspension.
After completion of all other work on the Project, and before making application for acceptance of the work, the Contractor shall clean the site of their operations, including all areas under the control of the City that have been used by the Contractor in connection with the work on the Project, and shall remove all debris, surplus material, and equipment of whatever nature, unless otherwise approved by the City. Final acceptance of the work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final cleanup of the Project site.

Section 37. WATER FOR CONSTRUCTION

The City will provide a water meter, eddy valve, and construction water at a cost to the Contractor. The Contractor shall provide facilities for conveying the water from the fire hydrant or source designated by the City to points of use.

The Contractor shall complete an application for a Construction Water Meter available at the Public Works Department with a deposit a check in the amount of one thousand dollars ($1000.00) payable to the “City of Inglewood”. The City shall install/relocate the water meter and eddy valve as requested by the Contractor. The Contractor shall provide notice at least forty-eight (48) hours in advance.

The following fees shall be deducted from the deposit:

- Meter Installation/Removal: $100.00
- Monthly Service Charge: $ 50.00
- Meter Relocation: $ 50.00
- Commodity Charge: $ 4.50 per HCF

Section 38. EXISTING UTILITY LINES

Those agencies that are known to have utilities located within the boundaries of the Project are listed in the Construction Plans. The City has diligently attempted to correctly locate and show all existing pipelines and other substructures in the vicinity of the work, but the City does not guarantee that there are no other substructures. Known underground utilities are identified in the Specifications and/or on the Plans and will be marked on the Project site prior to construction in accordance with the requirements of Section 4214 of the Government Code.

The Contractor shall protect all utilities and other improvements, which may be encountered during construction operations. It shall be the Contractor’s responsibility to ascertain the actual location of all existing utilities an other improvements indicated on the Drawings or marked in the field, which may be encountered during construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations.

Because of the organization and incompleteness of some utility records, all underground interference may not be shown on the Plans and any underground facilities shown are not necessarily at the exact location and elevation indicated.
The Contractor shall endeavor to take all possible precautions for the uninterrupted service of all utilities, and to provide such special protection as may be directed by the Engineer.

Existing utility lines that are shown on the Drawings or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are encountered during excavation operations shall be protected and if damaged, shall be immediately repaired by the Contractor at his/her expense.

The Contractor will not be assessed liquidated damages for delay in completion of the Project, when such delay is caused by failure or relocation of existing utility facilities. Notwithstanding any of the Provisions in Subsections 5-5 and 6-6.3 of the Standard Specifications relative to payment to the Contractor for actual loss due to utility delay; the Contractor will be entitled to an extension of time as provided in Subsection 6-6 but will not be entitled to any other compensation for such delay.

The Contractor shall notify the following utility companies, as applicable, at least five (5) days in advance of his/her intention to excavate or work in the vicinity of the facilities of these utilities:

<table>
<thead>
<tr>
<th>UTILITY COMPANY</th>
<th>TELEPHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT&amp;T</td>
<td>510-645-2929</td>
</tr>
<tr>
<td>City of Inglewood Public Works Department</td>
<td>310-412-5333</td>
</tr>
<tr>
<td>Crown Castle</td>
<td>724-416-2193</td>
</tr>
<tr>
<td>Golden State Water Company</td>
<td>310-767-8200</td>
</tr>
<tr>
<td>Los Angeles County Sanitation District</td>
<td>562-908-4288</td>
</tr>
<tr>
<td>Los Angeles Department of Water &amp; Power</td>
<td>213-367-2659</td>
</tr>
<tr>
<td>Metro – LACMTA</td>
<td>213-922-7255</td>
</tr>
<tr>
<td>Southern California Edison</td>
<td>310-713-9156</td>
</tr>
<tr>
<td>Southern California Edison</td>
<td>310-767-8200</td>
</tr>
<tr>
<td>Southern California Gas Co.</td>
<td>310-687-2055</td>
</tr>
<tr>
<td>Tesoro</td>
<td>714-880-1655</td>
</tr>
<tr>
<td>Verizon</td>
<td>469-886-4238</td>
</tr>
<tr>
<td>West Basin Metropolitan Water District</td>
<td>310-660-6255</td>
</tr>
<tr>
<td>Wilshire Connection LLC</td>
<td>213-550-5240</td>
</tr>
</tbody>
</table>

After completion of project, the contractor shall remove all pavement markings placed through Underground Service Alert (USA) Dig-Alert.

Section 39. TRAFFIC AND ACCESS

The Contractor shall personally inspect the site to familiarize himself/herself with the parking and traffic control problems and other special conditions relating to the Project, prior to submitting his/her bid.
The Contractor shall at all times conduct his/her work so as to insure the least possible obstruction to parking areas and to the general public, and shall provide adequate protection of persons and property in the vicinity of the work.

The Contractor will be required to maintain the pavement within construction areas. Any pavement damaged by the Contractor or subcontractors and all pavement constructed by the Contractor which becomes damaged shall be repaired or replaced, as directed by the Engineer, at no additional cost to the City. Specific requirements for traffic control and access in the vicinity of the Project are detailed in Division II, Technical/Special Specifications. All traffic control plan submittals shall comply with the latest edition of the Work Area Traffic Control Handbook (WATCH) and approved by the Engineer.

Section 40. REQUESTS FOR PAYMENT

City Retention of 5%

The City shall retain 5% of the Contract Sum until final completion of the project as defined below.

Securities in Lieu of Retention

Provisions of California Public Contract Code Section 22300 et. seq. substitution of eligible and equivalent securities for retention held by City to ensure Contractors performance under the Contract will be permitted at the request and expense of the Contractor and in conformity with California Section 22300. The foregoing notwithstanding, the Contractor shall have ten (10) days following action by the City to award the Agreement to the Contractor to submit its written request to the City to permit the substitution of securities for retention under California Public Contract Code Section 22300. The failure of such Contractor to make such a written request for the City within said ten (10) day period shall be deemed a waiver of the Contractor's right under California Public Contract Code Section 22300.

In the event the Contractor wishes to choose to exercise its rights under California Public Contract Code Section 22300, the Contractor shall enter into an escrow agreement with the City, and the escrow agent, a state or federally chartered bank in California with a current A.M. Best Rating of not less than “A,” in the form specified by said Section 22300. Contractor shall have the obligation of ensuring that such securities deposited are sufficient to maintain it total fair market value an amount equal to the cash amount of the sums to be withheld under the Agreement. If upon written notice from the City or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by the City to ensure performance, Contractor shall, within five (5) days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the City, or in escrow, is equivalent to the amount of money to be withheld by the City under the Agreement.
Application for Progress Payment

On the tenth (10th) Day of each month, Contractor shall submit an Application for Progress Payment with the Engineer using such forms as required by Engineer, indicating the percentage of work completed and detailing the work performed. Engineer shall promptly review said application and if no inaccuracy is discovered he shall submit the Application to the City for prompt payment.

Decisions to Withhold Progress Payments

The Engineer may withhold or nullify the requested Progress Payments in whole or in part due to the Contractor to such extent as may be necessary to protect the City from loss as a result of because of any of the circumstances listed below:

1. Defective work not remedied in accordance with provisions of the Contract Documents;

2. Third party claims, liens or stop notices filed or reasonable evidence indicating probable filing of such claims, liens or stop notices;

3. Failure of the Contractor to make payments properly for labor, services, materials, equipment, or other facilities or to subcontractor;

4. A reasonable doubt that the work can be completed for the unpaid balance of the Contract Sum;

5. A reasonable doubt that the Contractor will complete the work within the agreed Contract Time;

6. Costs to the Owner resulting from failure of the Contractor to complete the work within the stipulated time, or in accordance with the terms of the contract;

7. Damage to other work or property;

8. Failure to fulfill all the requirements of the Contract Documents;

9. When there is pending litigation against the City related to this contract or reasonable anticipation thereof;

10. Failure of the contractor to maintain all records as required; to submit progress schedules, weekly payroll records, minority enterprise utilization reports and forms and any other such item required by these specifications;

11. Failure to pay laborers and mechanics employed by the contractor or any subcontractor on the work the full amount of wages required by this contract, after written notice to the contractor.
12. Failure of Contractor of the subcontractors to comply with applicable laws;

13. Any reason specified elsewhere in the Contract Documents as grounds for a withholding, offset or setoff or that would legally entitle City to a setoff or recoupment;

14. Additional professional, consultant or inspection services required due to Contractor's failure to comply with Contract Documents;

15. Liquidated damages payable to City;

16. Materials ordered or paid by City on behalf of Contractor;

17. Damage loss caused to City, a separate contractor, homeowner contractor or any other person or entity due to the actions of the Contractor;

18. Cleanup performed by City and chargeable to Contractor;

19. Failure of Contractor to pay contributions due and owing to employee benefits funds pursuant to applicable collective bargaining agreements or trust agreements;

20. Failure of Contractor or any Subcontractor to properly pay prevailing wages as defined in California Labor Code Section 1720 et seq.;


22. Whenever the City shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefore shall be given the Contractor, and, when the Contractor shall remove the grounds for such withholding, the City will pay to the Contractor, within 35 calendar days, the amount so withheld.

Application of Withholding

Sums properly withheld in good faith may be used by City without a prior judicial determination of City’s actual rights with respect to recovery of any Loss on which such withholding is based. Contractor agrees and hereby designates City as its agent in for such purposes, and agrees that such payments shall be considered as payments made under the Construction Contract by City to Contractor. City shall submit to Contractor an accounting of such funds disbursed on behalf of Contractor. As an alternative to such payment, City may, in its sole discretion, elect to exercise its rights to adjust the Contract Sum.
Payment by City

After an Application for Progress Payment has been made, the City shall make payment in a timely manner unless there is a good faith reason for withholding the payments in accordance with the provisions of the Contract Documents or Applicable Law.

Payment to Subcontractors

Upon receipt of payment from City, Contractor shall pay the Subcontractors performing the Work, out of the amount paid to Contractor on account of such Subcontractor's portion of the work, the amount of which said Subcontractor is entitled in accordance with the terms of its contract with Contractor and Applicable Laws, including, without limitation, California Public Contract Code Section 7107. Contractor shall remain responsible, notwithstanding a withholding by City pursuant to the terms of these General Conditions, to promptly satisfy from its own funds sums due to all Subcontractors who have performed the Work that is included in Contractor's Application for Payment. Contractor shall, by appropriate agreement, require each Subcontractor to make payments to its subcontractors and suppliers in similar manner. City shall have no obligation to pay or be responsible in any way for payments to Subcontractors, of any Tier.

Direct Negotiation of Stop Notices

City shall have the right to directly discuss, negotiate, settle or pay, without notice to or participation by Contractor, any stop notice claims asserted by the Subcontractors, of any Tier, and to deduct such sums paid from sums due to Contractor.

Release of Stop Notices

Except to the extent of any payments that City fails to make to Contractor under circumstances that constitute a breach by City of its payment obligations under the Contract Documents, if any stop notice, whether invalid or valid, is made, filed with, served upon or asserted against City or a Homeowner by any of the Subcontractors, of any Tier, or their agent or employee, for money claimed due for Work of any kind provided, then Contractor shall within five (5) Days after written notice by City and at Contractor's Own Expense, procure, furnish and record appropriate releases or other instruments which under Applicable Laws will full release, extinguish and removed such stop notice. Unless and until such stop notice is fully released as afore-stated, City shall have the right to retain from any payments then due, or thereafter to become due, an amount equal to one hundred and fifty percent (150%) of the amount necessary to satisfy, discharge and defend against any such stop notice and any action or proceeding thereon which may be brought to judgment or award. If the amount to be paid, or the amount retained thereon, is insufficient to satisfy, discharge or defend against such stop notice and any action of proceeding thereon, then Contractor shall be liable for the difference and upon written demand shall immediately deposit the same with City. The provisions in this paragraph are in addition to such other rights as City may have against Contractor under the Contract Documents or Applicable Laws.
Failure of Payment by City

If, through no fault of Contractor or failure by Contractor to comply with its obligations under the Contract Documents, Payment is not issued within thirty (30) Days after receipt of an undisputed and properly prepared and submitted Application for Payment then Contractor may, upon fourteen (14) additional Days' written notice to City, stop the Project Work for which such Application for Payment is received until payment is received as to any undisputed and owing work. Any resulting Delay associated with the shut down and start up of the Project Work of a Home as a result of Contractor's proper exercise of its rights under this paragraph shall constitute a Compensable Delay.

Disputed Payments, Continuous Work

No dispute or disagreement with respect to the amount of any payment claimed due by Contractor shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work.

Completion. Inspection. Punch List. Re-Inspection

A Contractor-generated punch list must be provided to the City or its representative prior to the request for final inspection. It will be the discretion of the City or its representative to grant the final inspection based on the Contractor generated punch list. Contractor shall achieve Completion of the Project Work in accordance with the requirements of the Contract Time and other provisions of the Contract Documents. Contractor shall notify Engineer when Contractor believes that the Project Work is Complete.

Unless Engineer determines that the Project Work for Home is not sufficiently complete to warrant an inspection to determine Compliance, Engineer, accompanied by Inspector of Record and any others deemed appropriate by Engineer, will inspect Project Work performed. Contractor, along with such Subcontractors and others as Engineer deems necessary shall participate in the inspection. If the Project Work is found to be Complete, then Engineer shall proceed to issue a written completion notice as provided hereinafter.

Any items necessary for Compliance that are found missing, incomplete or requiring correction shall be summarized by Contractor in a Completion Punch List and promptly signed by Contractor and delivered to Engineer. Contractor shall proceed within forty-eight (48) hours after signing the Completion Punch List to commence correction and completion of the items listed.

Contractor shall notify Engineer when the items listed are completed at which time a re-inspection shall be scheduled in the same manner as the original inspection. If said inspection discloses any item, whether or not included on the original Punch List, which is found missing, incomplete, or requiring correction said item shall be corrected before a Notice of Completion shall be issued.
The City shall be reimbursed or at its option shall withhold from Contractor's payments, amounts incurred by City to conduct more than two (2) inspections to determine Compliance of the Project Work for any Home. A Notice of Completion shall be issued by the Engineer when he determines that Compliance of the Project Work has occurred.

**Final Completion**

Contractor shall expeditiously and diligently perform all items of Project Work on the Final Completion Punch List so as to achieve Final Completion of the Project Work within the requirements of the Contract Time for Final Completion of the Project Work. Contractor shall forward to Engineer a written notice when Contractor believes that it has completed all of the items on the Final Completion Punch List and is ready for a Final Completion Inspection. Unless Engineer determines that the Project Work is not sufficiently complete to warrant an inspection to determine Final Completion, Engineer, accompanied by Inspector of Record and any others deemed appropriate by Engineer, will inspect Project Work performed. If the Project Work is found to be Finally Complete, then Engineer shall proceed to issue a Notice of Final Completion as provided hereinafter.

If said inspection discloses any item, whether or not included on the Final Completion Punch List, which is found missing, incomplete, or requiring correction said item shall be corrected before a Notice of Final Completion shall be issued. The City shall be reimbursed or at its option shall withhold from Contractor's payments, amounts incurred by City to conduct more than two (2) inspections to determine Final Compliance of the Project Work for any Home. A Notice of Final Completion shall be issued by the Engineer when he determines that Final Compliance of the Project Work has occurred.

**Concluding Payment**

Upon issuance by Engineer of the Notice of Final Completion for the Project Work Contractor shall submit to Engineer its Application for Payment requesting payment for completion. Without limitations to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions precedent to a proper submission, and to Engineer's approval, of Contractor's Application for Final Payment:

1. Submission of an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project Work for which City or City’s or Homeowner’s property or funds might be liable have been paid or otherwise satisfied;

2. Submission of consent of Surety, if any, to Completion Payment;

3. Submission of a certificate evidencing that the insurance required by the Contract Documents is in force;

4. Submission of conditional releases and waivers of stop notice and bond rights upon final payment in the form required by California Code Section
3262(d)(3) executed by Contractor and by all Subcontractors, of every Tier, performing any portion of the Project Work;

5. Submission of all Close-Out Documents for the Project Work;

6. Submission of adequate and complete certified payroll records as required by the Contract Documents for any time period that Project Work was performed, which have not been submitted by Contractor in connection with its previous Applications for Payments.


8. Submission of certificates by Contractor and each Subcontractor, as required by any applicable collective bargaining agreement or trust agreement or Applicable Laws, certifying that all employees benefits relating to the Project Work due and owing having been paid in full;

9. and Submission of any other documents or information required by the Contract Documents as a condition of Final Payment or Final Completion of the Project Work.

Section 41. FINAL PAYMENT OF UNDISPUTED AMOUNT

Final payment by the City of undisputed amounts is contingent upon the Contractor furnishing the City with a release of all claims against the City arising by virtue of those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release pursuant to Section 7100 of the Public Contract Code.

Section 42. RIGHTS AND REMEDIES; CLAIMS AND PROTESTS

General

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

If the Contractor considers any work demanded of them to be outside the requirements of the contract, or considers any instruction, ruling, or decision of the Engineer to be unfair, the Contractor shall within 10 working days after any such demand is made, or any such instruction, ruling, or decision is given, file a written protest with the Engineer stating the nature of the protest and the reasons therefore.

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

Upon receipt of any such protest from the Contractor, the Engineer will review the demand, instruction, ruling, or decision objected to and will, within 30 calendar days, advise the Contractor, in writing, of his/her final decision, which shall be binding upon all parties unless, within 10 working days after the date of said final decision, the Contractor shall file with the Council formal protest against said final decision of the Engineer. The Council will then consider and render its final decision on any such protest within 30 calendar days after receipt of such protest. The decision of the City Council shall be final and binding upon all parties to the dispute.

It shall be understood and agreed that if a claim or protest is made in accordance with the foregoing provisions, and the Contractor refuses to accept the decision of the Council as final, the dispute shall then be settled by arbitration in accordance with Statutory Provisions of the State of California then prevailing.

If in conformity with the requirements of law at the time applicable, the following shall apply: Any controversy or claim arising out of or relating to the Contract or the breach thereof shall be settled by arbitration in accordance with the Construction Industry Arbitration Association, and judgment upon the award rendered by the Arbitrator or Arbitrators may be entered in any court having jurisdiction thereof.

Claims Based on Differing Site Conditions.

Save and except as provided in this paragraph, Contractor agrees to solely bear the risk of Loss and Delay due to concealed or unknown conditions, surface or subsurface, at a Site or in Existing Improvements at the Site, without adjustments to the Contract Sum or Contract Time. If Contractor encounters conditions it believes constitutes Differing Site Conditions, then notice of such conditions shall, before such conditions are disturbed, be promptly reported to Engineer within twenty-four (24) hours by a written notice stating a detailed description of the condition encountered. Failure to submit a timely written notice to the Engineer shall be deemed a waiver of any right by Contractor for an adjustment to the Contract Sum or Contract Time by reason of such conditions. The City shall treat any time written notice as a claim for damages and shall be resolved in accordance with this Article 55 of the Contract.

Section 43. GUARANTEE

All work shall be guaranteed one (1) year for defective materials and workmanship, commencing at final acceptance. Work found to be defective or not in accordance with the contract Documents shall be corrected by the Contractor promptly after receipt of a written notice from the City.
If the Contractor fails to make such repairs or replacements promptly, the City reserves the right to do the work and the Contractor and Surety company shall be liable to the City for the costs thereof.

Section 44. ADDITIONAL REFERENCES

Conformance with the Provisions for safety practices set forth in the "Manual of Accident Prevention in Construction", published by the A.G.C.A., and in the "Construction Safety Orders", published by the State of California, Department of Industrial Relations, Division of Industrial Safety, shall take precedence over any requirements of these Specifications.

Whenever in these Specifications references are made to published specifications, standards, or other requirements, it shall be understood that the latest specifications, standards, or requirements of the respective issuing agencies, which have published as of the date that the work is advertised for bids, shall apply; except as otherwise specified herein, and except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes.

No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements. References in these specifications to "Standard Specifications" shall mean the Standard Specifications for Public Works Construction, Latest Edition of the Joint Committee of APWA-AGC, including all current supplements, addenda, and revisions thereof.

References herein to "Standard Drawings" shall mean the various City of Inglewood Public Works Department Standards, which are hereby incorporated in and made a part of these Specifications.

References herein to "OSHA Safety and Health Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

References herein to "OSHA" Safety and Health Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

References herein to "Building Code" shall mean the California Building Code, 2001 Edition, as published by the International Conference of Building Officials, which Code is hereby incorporated in and made a part of these Specifications to the extent of the applicable references thereto.

Reference herein to "California Code of Regulation (CCR), Title 24", also known as the "California Building Standards Code", which Code is hereby incorporated in and made a part of these Specifications to the extent of the applicable references thereto.
Reference is also made to the Standards of the American Water Works Association, which shall serve as materials and equipment specifications for water system construction, except as herein modified, and any other reference cited in the Special Provisions, such as American National Standards Institute.

**Section 45. SURVEY WORK AND PRESERVATION OF SURVEY MONUMENTS**

The Contractor shall be responsible for the protection and preservation of existing permanent survey monuments, benchmarks, and centerline ties during construction. Damaged or lost monuments, benchmarks, and centerline ties shall be restored to existing condition by a Land Surveyor licensed by the State of California, at no cost to the City.

The Contractor, at own expense, shall employ a qualified surveyor to perform all survey work required for the completion of the Project as specified in the Plans and Specifications, comply with the requirements of Section 8771 of the Land Surveyors Act as amended, and submit documentation from the County Surveyor as proof of compliance to the City of Inglewood. Payment for survey services shall be included in other items of work, and no additional compensation will be made thereof.

**Section 46. KEY POLICY FOR CITY FACILITIES**

When performance of the work requires access to City of Inglewood facilities, which are secured by the City’s keying system, and it is determined to be in the best interests of the City, keys may be requested from the Facilities Division of Public Works. The distribution of City keys to non-employees shall be at the discretion of the City’s Project Engineer and the Facilities Manager. Each non-employee who is issued keys to any City facility shall review and sign a document, which is an acceptance of liability associated with loss of or damage to such keys. The original notice of acceptance of liability shall be maintained by the Facilities Division of Public Works.

The Contractors whose services necessitate keys to access City facilities be provided, shall be supplied with a minimum number of keys, for which they are responsible. The Contractor may incur liability if the keys are lost, loaned, mislaid, misplaced, or abused.

The Contractor is prohibited from duplicating or causing the duplication of City keys, notwithstanding whether the keys may be stamped with a statement prohibiting duplication.

The Contractor is prohibited from loaning City keys to anyone not specifically authorized to have a City key in his/her possession.

The issuance of a City key does not convey rights or authority beyond that of permitting the Contractor to whom the key is issued to enter the City facility to perform the contracted work, and only during specified hours.
The City may demand the return of any issued key and all duplicates, notwithstanding whether a duplicate was authorized by City, at any time, for any reason.

The Contractor shall deposit two hundred dollars ($200.00) per key received. The deposit shall be paid by a certified check, payable to the “City of Inglewood” and the Contractor shall be given a receipt for said deposit. Deposits are refundable upon return of the key(s). In no event shall any interest be paid to any contractor as a result of the $200.00 per key deposit.

The Contractor is hereby advised that, in the event re-keying of any City facility is necessary as a result of lost, loaned, mislaid, misplaced, or abused keys, the $200.00 deposit may not cover the cost of re-keying the locks and/or any liability associated with the loss of keys. The City shall seek to recover all additional costs from the Contractor by all available legal means, including litigation, if necessary.

Section 47. CONSTRUCTION WASTE DISPOSAL CONTAINER

The Contractor shall provide a waste disposal container at the construction site for the duration of the construction. The Contractor shall contact Consolidated Disposal. Please contact Angela Williams of the City’s Environmental Services Division at (310) 412-8722 for a waste container.

Section 48. CLEAN WATER ACT COMPLIANCE

The Contractor shall be responsible for complying with all regulations of the Clean Water Act including those associated with the National Pollutant Elimination Discharge System (NPEDS) Permit. The Contractor shall comply with the regulations set forth in the Inglewood Municipal code, and any other state and federal programs targeted at preventing and eliminating storm water and urban runoff pollution and shall abide to those regulations throughout all phases of the Project.

Section 49. CONSTRUCTION & DEMOLITION DIVERSION PROGRAM PERMIT AND REPORTS

The Contractor shall obtain a Construction & Demolition Diversion Program Permit Application (attached) prior to removing any waste and other materials from job sites. If any material will be reused on site, the Contractor shall indicate the material and estimated quantity (in yards and/or tons).

Upon completion of the job, the Contractor shall complete and submit a Construction & Demolition Diversion Program Final Compliance Disposal Report (attached) and provide the Engineer all disposal/recycle tickets for all material transported. The Contractor shall reproduce the forms as needed.
Section 50. STAGING AREAS FOR CONSTRUCTION

When possible, the City will consider providing City-owned vacant lots to the Contractor for use as staging areas for construction.

The Contractor shall be responsible for all costs for permits and fees associated with the use of the City-owned vacant lots. The Contractor shall assume sole and complete responsibility for the lot condition during the course of construction of the Project, including safety of all persons and properties. This requirement shall be maintained continuously and not be limited to normal working hours.

The Contractor shall assume sole and complete responsibility for all items stored within the lots. All the items stored within the lots shall be properly stored in accordance with all current requirements of most stringent codes, regulations, and ordinances.

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his/her work. At the completion of the work, the Contractor shall remove all rubbish, tools, scaffolding, and surplus materials. The Contractor shall leave the lots broom-clean and at the pre-existing conditions. The Contractor shall be responsible for any damage to adjoining properties, public and private, caused by his/her employees, equipment, and materials. All repairs shall be done as necessary to restore the damaged areas to a condition equal to and matching the condition existing prior to damage. All repairs shall be made at the expense of the Contractor.
TECHNICAL SPECIFICATIONS

Fire Station # 171 HVAC Upgrade

SCOPE OF WORK
May 3, 2022

All work related to this project is to be done per the mechanical, electrical, plumbing and structural (MEPS) plans’ specifications (see Attachment B). Vendors must have a C20 HVAC Contractor License.

SCOPE OF WORK:

Turn-key Project-Replacement of two (2) existing HVAC System with two (2) new LG MULTI V- or Equal, Variable Refrigerant Flow System, 208-230-volt/3-phase, BACnet ready. Eight (8) Fan Coils, 208/230-volt/1-phase with entizone-Fan Coil Controllers. Nine (9) Delta Controls eZNT Digital Programmable Thermostat, BACnet ready. One (1) Delta Controls entiBus/eBMGR. Control integration to existing EMS (Delta Controls-BACnet ready) at Central Plant, and all related work including electrical, plumbing, and mechanical.

Furnish All Material, Labor, Tools, and Services Necessary for the replacement of Los Angeles County Fire Station No. 171 located at 141 West Regent Street, Inglewood, CA 90303, as specified in the Technical documents such as mechanical, electrical and structural plans, specification on plans by ICI Engineers, Inc. Also contractor to be State of California C-20 License.

Please refer to the complete mechanical, electrical, plumbing and structural designs (MEP/S) plans and specifications:
- Electrical Plan See Sheet No.: E-6.0, E-7.0, E-8.0
- Mechanical Specification see Sheet No.: M-19.0.
- Mechanical Schedule See Sheet No.: M-2.0.
- Mechanical Demolition See Sheet No.: M-8.0, M-10.0.

Site visits by bidding contractors is required to confirm requirements. Please contact Juan Trinidad, City of Inglewood for questions and coordination at (312) 412-5444.

MAJOR EQUIPMENT:

1. Heat Recovery Cooling Unit: AC-1, AC-2
2. Fan Coils: FC-1, FC-2, FC-3, FC-4, FC5,1 FC-6, FC-7, FC-8
3. Return Fan: RF-1, RF-2
4. LG MULTI HR Boxes: HRB-1, HRB-2, HRB-3
5. Delta Controls panels: entiBus/eBMGR
6. Delta Controls eZNT Digital Programmable Thermostats
9. Impairments to any fire pro
in accordance with Section 96.

10. Coverings placed on or over
devices to protect them from
construction processes shall
be removed upon the completion
processes in the room or area
are installed.

11. Structures under constr.
demolition shall be provided for
approved portable fire extin.
with Section 906 and sized for
ordinary hazards as follows:

1. At each stairway on all
combustible materials

2. In every storage and

3. Additional portable fire
be provided where 6PI
including, but not limited to, 1
of flammable and combus.

CHARTER 30

SITEPLAN

SCOPE OF
WORK AREA

NO SCALE
# Multi V Indoor Unit Equipment Schedule

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<th>UNIT MANUFACTURER</th>
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# Multi V Outdoor Unit Equipment Schedule

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# Return Fan Unit Schedule

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# Diffuser Schedule

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# Low Pressure Duct Sealing Schedule

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**City of Inglewood, Fire Station No. 171, HVAC Replacement**

**M-20**
Exhibit C
CITY OF INGLEWOOD – LOS ANGELES COUNTY FIRE
STATION NO. 171 HVAC UPGRADE PROJECT FY 2022-23
CB 22-18
DATE OF BID: NOVEMBER 3, 2022 @ 11:30 A.M.

1. AC PROS, INC. .................. $336,800.00
2. TRI-CHEM TECHNOLOGY, CORP ............... $426,690.00
3. BON AIR, INC. ........................................... $453,960.00
4. SCORPIO ENTERPRISES DBA AIRE-MASTERS AIR. . $551,000.00
   CONDITIONING
5. RAN ENTERPRISES INC. .................. $650,000.00
A C Pros, Inc.  $336,800.00
BIDDER'S PROPOSAL AND STATEMENT
CITY OF INGLEWOOD, LOS ANGELES COUNTY, CALIFORNIA

"LOS ANGELES COUNTY FIRE STATION No. 171 HVAC UPGRADE PROJECT, FY 2022-2023"

PROPOSAL

To the City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301

The undersigned declares that he/she has carefully examined the location of the proposed work and has otherwise satisfied himself/herself as to the nature and location of the work, and is fully informed as to all conditions and matters which can in any way affect the work or cost thereof, that he/she has examined the Plans and Specifications, and has read the accompanying "INSTRUCTIONS TO BIDDERS", and hereby agrees to provide the following:

To furnish all labor, materials, equipment, transportation, and services and to do all work required for the "LOS ANGELES COUNTY FIRE STATION No. 171 HVAC UPGRADE PROJECT, FY 2022-2023" in strict conformity with the Plans and Specifications at the following Total Sum Bid amount, to Wit:

**Part I - Base Bid**

<table>
<thead>
<tr>
<th>Item #</th>
<th>Item Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Furnish All Material, Labor, Tools, and Services Necessary for the replacement of Los Angeles County Fire Station No. 171 HVAC Replacement Project, as specified in the Technical documents such as mechanical, electrical, structural plans and specification by ICI Engineers, Inc. Bidders shall be responsible for the cost to provide a completely operable cooling tower system.</td>
<td>NA</td>
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<tr>
<td>1</td>
<td>AC-1</td>
<td></td>
<td>LS</td>
<td>$29,600.00</td>
<td>$29,600.00</td>
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<tr>
<td></td>
<td>a. One LG Multi V ARUM241BTE5 Heat (Recovery Cooling Unit HRCU) Variable Refrigerant Flow or Equal</td>
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<td></td>
<td>b. 243,000-BTU/H</td>
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<td></td>
<td>c. 208-230-volt/3-phase</td>
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<td>d. Surface Mounted</td>
<td>e. Outdoor use</td>
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<td>2</td>
<td><strong>AC-2</strong></td>
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<td>a.</td>
<td>One LG Multi V ARUM168BTE5 Heat Recovery Cooling Unit-Variable Refrigerant Flow or Equal</td>
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<td>b.</td>
<td>189,000-BTU/H</td>
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<td>c.</td>
<td>208-230-volt/3-phase</td>
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<td>d.</td>
<td>Surface mounted</td>
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<tr>
<td>e.</td>
<td>208-230-volt/3-phase</td>
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<td>f.</td>
<td>Outdoor use</td>
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<td><strong>Fan Coils</strong></td>
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<td>a.</td>
<td>Two LG MULTI V-ARNU363B8A4 or Equal</td>
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<td>b.</td>
<td>Four LG MULTI V-ARNU483B8A4 or Equal</td>
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<td>c.</td>
<td>Three LG MULTI V-ARNU763B8A4 or Equal</td>
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<td>d.</td>
<td>208/230-volt/1-phase</td>
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<td>e.</td>
<td>Provide bypass</td>
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<td>f.</td>
<td>Outdoor use</td>
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<td><strong>Controls</strong></td>
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<td>a.</td>
<td>Delta Controls, BACnet ready: entilBus/eBMMGR or Equal</td>
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<td>b.</td>
<td>Delta Controls entizone-Fan Coil Controller or Equal</td>
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<td>c.</td>
<td>Delta Controls eZNT Digital Programmable Thermostat or Equal</td>
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<td>d.</td>
<td>DDC controls</td>
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<td><strong>Air Diffusers:</strong></td>
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<td>a.</td>
<td>All 9 (nine) zones</td>
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<td><strong>Clean Air Duct Network:</strong></td>
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<td>a.</td>
<td>Clean all 9 (nine) zones</td>
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<td><strong>Perform Demolition:</strong></td>
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<tr>
<td>a.</td>
<td>Existing Air Conditioning Units</td>
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<td>b.</td>
<td>Existing old heating system</td>
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<td>c.</td>
<td>Existing old piping</td>
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<td>d.</td>
<td>Existing conduits, disconnect and wiring</td>
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<td><strong>Piping and Supports:</strong></td>
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<tr>
<td>a.</td>
<td>Install new refrigerant pipes</td>
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<td>b.</td>
<td>New pipe supports</td>
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<td>c.</td>
<td>Brazing</td>
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<td>$24,720.00</td>
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<td>Description</td>
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<td>Unit</td>
<td>Amount in Dollars</td>
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<td>8</td>
<td>Provide new power:</td>
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<td>LS</td>
<td>$58,180.00</td>
<td>$58,180.00</td>
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<td>a. New disconnect switches (outdoor type)</td>
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<td>b. New conduits and wiring</td>
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<td>9</td>
<td>Install HRCU structural supports:</td>
<td>1</td>
<td>LS</td>
<td>$9,000.00</td>
<td>$9,000.00</td>
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<td></td>
<td>a. Base supports</td>
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<td>b. Scismic anchorage</td>
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<td>c. Housekeeping pad</td>
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<td>10</td>
<td>Patching of wall and roof:</td>
<td>1</td>
<td>LS</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
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<td>a. Patch roof openings with material to match existing</td>
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<td>b. Patch wall opening with material to match existing</td>
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<td>11</td>
<td>AC removal and installation:</td>
<td>1</td>
<td>LS</td>
<td>$6,200.00</td>
<td>$6,200.00</td>
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<td></td>
<td>a. Crane lift removal of existing 2 condensers</td>
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<td>b. Crane lift the new 2 HRCU and related equipment to the roof (verify height)</td>
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<td>12</td>
<td>Commissioning of both AC-1 &amp; AC-2 Units:</td>
<td>1</td>
<td>LS</td>
<td>$9,000.00</td>
<td>$9,000.00</td>
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<td>a. Perform all required functional testing</td>
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<td>13</td>
<td>Painting pipes and walls:</td>
<td>1</td>
<td>LS</td>
<td>$1.00</td>
<td>$1.00</td>
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<td>a. Paint wall of the cooling tower area</td>
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<td>b. Paint pipes</td>
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**TOTAL BASE BID WRITTEN IN WORDS**
Three hundred thirty three thousand, eight hundred dollars and zero cents

**TOTAL BASE BID IN FIGURES**
$336,800.00
IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.
RECEIPT OF ADDENDUM NO(S). _____, _____, IS/ARE HEREBY ACKNOWLEDGED.

This bid is based upon completing the work within hundred twenty (120) working days from the date of the Notice to Proceed.

After opening bids, the City will contact the lowest responsive/responsible bidder and inform him/her to submit signed contract, and required bonds and insurances to the City within ten (10) calendar days. These signed documents will be included in the City Council report to award the contract at the City Council Meeting to the lowest monetary bidder who will be determined by the Total Lump Sum Bid amount indicated above. Upon approval of the contract by City Council, the City will issue the “Notice to Proceed with Construction”.

The City, however, reserves the right to add or subtract quantities or work based on the Unit Prices/Unit Lump Sums so indicated as its budgetary needs may allow in accordance with notwithstanding Section 3, Paragraph 3-2.1 of the Standard Specifications for Public Works Construction.
Enclosed is a Bidder’s Bond, Certified Check or Cashier’s Check number ___N/A____ on the _ ___________________________ Bank, which is not less than ten percent (10%), as a guarantee that the undersigned will enter into the Contract if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with necessary bonds and insurance, within the time limits above specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of Inglewood, State of California.

SIGNATURE OF BIDDER ____________________________ TEL NO. (818) 342-7767

BUSINESS ADDRESS 18340 Ventura Blvd. #216 Tarzana, CA 91356

CONTRACTOR’S LICENSE NUMBER & EXPIRATION DATE  #871281

TYPE OF LICENSE  B, C10, C20

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

CONTRACTOR’S SIGNATURE

Dated this 03rd day of November, 2022.
<table>
<thead>
<tr>
<th>SURETY COMPANY'S</th>
<th>Argonaut Insurance Company</th>
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<tbody>
<tr>
<td>NAME</td>
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</tr>
<tr>
<td>ADDRESS</td>
<td>20335 Ventura Blvd. Ste. 426A</td>
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<tr>
<td>CITY</td>
<td>Woodland Hills, CA 91364</td>
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<td>STATE</td>
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<td>ZIP CODE</td>
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<tr>
<td>PHONE</td>
<td>(818) 667-7656</td>
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<tr>
<td>FAX</td>
<td>(866) 309-9237</td>
</tr>
</tbody>
</table>
BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated October 27, 2022 for the City of Inglewood procurement commonly referred to as: [CITY TO INSERT PROCUREMENT NAME AND NUMBER HERE BEFORE INCLUSION OF BID BOND FORM IN REQUEST FOR BIDS]

Los Angeles County Fire Station No. 171 HVAC Upgrade Project, FY 2022-2023 Bid No. CB-22-18

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

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

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses. IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this day of October 24, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

*AC Pros, Inc.
**Argonaut Insurance Company c/o CMGIA, 20335 Ventura Blvd., Ste 426, Woodland Hills, CA 91364
PRINCIPAL: AC Pros, Inc.
By: 
Title: 
SURETY: Argonaut Insurance Company
By: Stacey Garcia
Attorney-in-Fact: Stacey Garcia
(Attach Attorney-in-Fact Certificate)

(Attach Attorney-in-Fact Certificate)
Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Rosino, Stephanie Hope Shaw, Elizabeth Santos, Stacey Garcia, Matthew DeSantis, Christopher Concil

Their true and lawful agent(s) and attorney(s) in fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf, surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021

Argonaut Insurance Company

by:

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS.

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written

KATHLEEN M. MERRICK
NOTARY PUBLIC
STATE OF TEXAS
MY COMM EXP 07/15/25
NOTARY ID 557902-8
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 24th day of October, 2022

Ansib W. King, Secretary

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820-9137.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On OCT 24 2022 before me, Lucas Patterson, Notary Public

personally appeared Stacey Garcia

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer's Name: Signer's Name:
☐ Corporate Officer — Title(s): ☐ Corporate Officer — Title(s):
☐ Partner — Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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DESIGNATION OF SUBCONTRACTORS

California Public Contract Code 6109

The City of Inglewood cannot permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project.

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 4100, Division 5, Title 1 of the California Public Contract Code) and any amendments thereof, each bidder shall set forth below: (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent of the prime contractor's total bid, and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the prime contractor shall be deemed to have agreed that he/she is fully qualified and will perform that portion themselves.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original bid, or (c) subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his/her original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

California Public Contract Code 7104

Contractor shall, in any activity involving trenching more than four feet deep, notify the Engineer of hazardous materials, subsurface or latent physical site conditions different from those indicated and any unusual site conditions. Contractor shall, in contracts exceeding $25,000, provide detailed plans for trenches or excavations of five feet or more in depth. Cal. Lab. Code § 6705.
**LIST OF SUBCONTRACTORS**

* Bidder's List of Subcontractors

As of March 1, 2015, Contractors (and subcontractors) wishing to bid on public works contracts shall be registered with the State Department of Industrial Relations and certified to bid on Public Works contracts.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations and Section 4104 of the California Public Contract Code, the following information is required for each subcontractor that will perform work amounting to more than one-half of one percent (0.5%) of the Total Base Bid or $10,000, whichever is greater. Photocopy this form for additional firms.

<table>
<thead>
<tr>
<th>Subcontractor Name and Location</th>
<th>Line Item &amp; Description</th>
<th>Subcontract Amount</th>
<th>% of Bid Item Subcontracted</th>
<th>Contractor License Number and DIR Reg. Number</th>
<th>DBE (Y/N)*</th>
<th>DBE Cert Number*</th>
<th>Annual Gross Receipts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: American Air Balance Co., Inc.</td>
<td>Testing &amp; Air Balance</td>
<td>$7,375.00</td>
<td>2.2%</td>
<td>CA Lic # 583562, DIR # 1000073722</td>
<td>N/A</td>
<td>N/A</td>
<td>□ &lt;$1 million □ &lt;$5 million □ &lt;$10 million □ &lt;$15 million Age of Firm: 34 yrs.</td>
</tr>
<tr>
<td>Name: Karcher Insulation Inc.</td>
<td>Insulation</td>
<td>$6425.00</td>
<td>1.9%</td>
<td>CA Lic # 309141</td>
<td>N/A</td>
<td>N/A</td>
<td>□ &lt;$1 million □ &lt;$5 million □ &lt;$10 million □ &lt;$15 million Age of Firm: 47 yrs.</td>
</tr>
<tr>
<td>Name: Advanced Environmental Cleaning Services</td>
<td>Duct Cleaning</td>
<td>$24,758.00</td>
<td>7.4%</td>
<td>CA Lic # 1005390, DIR # 1000035779</td>
<td>N/A</td>
<td>N/A</td>
<td>□ &lt;$1 million □ &lt;$5 million □ &lt;$10 million □ &lt;$15 million Age of Firm: 6 yrs.</td>
</tr>
<tr>
<td>Name:</td>
<td></td>
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<td>Name:</td>
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<tr>
<td>City, State:</td>
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<tr>
<td>Name:</td>
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<tr>
<td>City, State:</td>
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</tr>
</tbody>
</table>

* DBE information not required for locally-funded, state-funded, and U.S. Housing and Urban Development/Community Development Block Grant (CDBG)-funded projects.
NON-COLLUSION AFFIDAVIT

The undersigned is submitting a bid for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

"LOS ANGELES COUNTY FIRE STATION
No. 171 HVAC UPGRADE PROJECT,
FY 2022-2023" BID No.: CB-22-18

(Fill in description of contract)

AC Pros, Inc.
Company

Ronit Ziv
Name of Bidder

Signature of Bidder

18340 Ventura Blvd. Ste. 216
Business Address

Tarzana, CA 91356
City State Zip Code

Subscribed and sworn to before me this 35th day of October, 2022.

Notary Public in and for the County of
Los Angeles, State of California.

My Commission Expires Jan 30, 2024

GAGIK KARAGIZIAN
Notary Public - California
Los Angeles County
Commission # 33179460
My Comm. Expires Jan 30, 2024
REFERENCES

The following are the names, addresses and telephone numbers for three public agencies for which BIDDER has performed similar work within the past 2 years:

1. **Santa Monica College, 1900 Pico Blvd. Santa Monica, CA 90405**
   Name and Address of Owner
   **Terry Kamibayashi, (310) 935 - 3773**
   Name and telephone number of person familiar with project
   $1,045,000.00  Replace HVAC systems in 3 buildings  10/16/2020
   Dept. of Transportation: Federal Aviation Administration,

2. **3944-396472 East 25th St. Palmdale, CA 93550**
Name and Address of Owner
   **Cang Tran, (424) 405 - 7561**
Name and telephone number of person familiar with project
   $92,647.00  Replace fan coil units at Palmdale ARTCC  11/28/2021
   Date completed
   Dept. of Transportation: Federal Aviation Administration,

3. **City of Santa Clarita, 20850 Centre Pointe Pkwy, Santa Clarita, CA 91351**
Name and Address of Owner
   **Alan Stump, (661) 670 - 0672**
Name and telephone number of person familiar with project
   $342,970.00  Replace 7 HVAC package units in 2 buildings & installation of BAKnet thermostats  07/03/2021
   Date completed
   Dept. of Transportation: Federal Aviation Administration,

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

**Contractor’s Best Insurance Services Inc. DBA Argonaut Insurance Company**

20335 Ventura Blvd. Ste. 426A Woodland Hils, CA 91364

(818) 667 - 7656
Attachment No. 3
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the Issuing Insurer(s), Authorized Representative or Producer, and the Certificate Holder.

IMPORTANT: If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Pacific First Insurance Services
79734 Parkway Esplanade N
La Quinta, CA 92253
Lic #: 0K44551

**INSURED**
AC Pros Inc
18653 Ventura Blvd
Tarzana, CA 91356-4103

**CONTACT**
NAME: Ovidiu Bolun
PHONE (805) 591-5750 FAX (800) 989-7786
EMAIL: support@gocontractorsinsurance.com

**INSURER(S) AFFORDING COVERAGE**
INSURER A: Developers Surety and Indemnity Company
Naic #: 12718
INSURER B: AmGUARD Insurance Company
Naic #: 42390
INSURER C: Great American Insurance Company
Naic #: 16891
INSURER D: Falls Lake Fire and Casualty
Naic #: 16884
INSURER E: Tokio Marine Specialty Insurance Company
Naic #: 10738

**COVERAGES**

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ABSC/PUBLISHED LEVEL</th>
<th>POLICY NUMBER</th>
<th>REVISION NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE X OCCUR</td>
<td>BISO0003837-04</td>
<td>10/30/2022 10/30/2023</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>ANY AUTO</td>
<td>ANY AUTO</td>
<td>ACAU29970</td>
<td>10/24/2022 10/24/2023</td>
</tr>
<tr>
<td></td>
<td>ALL-OwNED AUTOS</td>
<td>HIRED AUTOS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SCHEDULED AUTOS</td>
<td>NON-OWNED AUTOS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>UMBRELLA LIABILITY</td>
<td>X OCCUR CLAIMS-MADE</td>
<td>GX50007624</td>
<td>05/09/2023 05/09/2023</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
<td>N/A X</td>
<td>FLA017476-01</td>
<td>08/01/2022 08/01/2023</td>
</tr>
<tr>
<td>E</td>
<td>POLLUTION LIABILITY</td>
<td>X</td>
<td>T18CE10050-01</td>
<td>10/11/2022 10/12/2023</td>
</tr>
</tbody>
</table>

**LIMITS**

- Each Occurrence
- Damage to Rented Premises (Excess)
- Medical Exp (Any one person)
- Personal & Adjoining Injury
- General Aggregate
- Products - Component Agg
- Combined Single Limit
- Bodily Injury (Per person)
- Property Damage (Per accident)
- Each Occurrence
- Aggregate
- Each Occurrence
- Individual Accident
- E.L. Each Accident
- E.L. Disease - E.A. Employee
- E.L. Disease - Policy Limit

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The City of Inglewood, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy. The City’s Liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

General Liability Coverage is primary and non-contributory

Waiver of Subrogation in favor of the City of Inglewood, has been added to general liability, commercial auto and workers comp policies.

**CERTIFICATE HOLDER**
City of Inglewood
1 W Manchester Blvd,
Inglewood, CA 90301

**CANCELLATION**
30 days notice of cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Authorized Representative

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Inglewood, its officials, employees, and agents&quot;</td>
<td></td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Inglewood, its officials, employees, and agents</td>
<td></td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY AND BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. PRIMARY AND NON-CONTRIBUTORY TO OTHER INSURANCE

With respect to any person or organization that is an additional insured under this Coverage Part, the following is added to paragraph 4. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If you have agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured’s own insurance, then this insurance is primary and we will not seek contribution from that other insurance. For the purpose of this endorsement, the additional insured’s own insurance means insurance on which the additional insured is a Named Insured.

When this endorsement is attached to the policy it supersedes all other insurance conditions within.

B. WAIVER OF SUBROGATION – BLANKET

Under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

a. Your ongoing operations; or
b. “Your work” included in the “products-completed operations hazard”.

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

a. Is in effect or becomes effective during the term of this policy; and
b. Was executed prior to loss.
POLICY NUMBER: ACAU299760

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 12/06/2022

Named Insured: AC pros. INC

Countersigned By: (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):
City of Inglewood, its officials, employees, and agents*

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

© Insurance Services Office, Inc., 1998

©Insurance Services Office, Inc.
ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows:

SCHEDULE

<table>
<thead>
<tr>
<th>Name of Additional Insured Persons Or Organizations</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Inglewood, its officials, employees, and agents</td>
</tr>
</tbody>
</table>

1. In conformance with paragraph A.1.c. of Who Is An Insured of Section II – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.

2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.
WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is amended by adding the following:

We waive any right of recovery we may have against

Charles Dunn Real Estate Services, Inc and No. Hollywood Medical Partners, LP
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

<table>
<thead>
<tr>
<th>Person or Organization</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blanket Waiver of Subrogation</td>
<td>As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.</td>
</tr>
</tbody>
</table>

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured AC Pros, Inc (a Corp) 08-01-2022 Policy No. FLA017476-01 Insurance Company Falls Lake Fire & Casualty Company

Endorsement No.

Countersigned By

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