



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**THE CITY OF LOMA LINDA
REMODEL OF FIRE STATION NO. 251**

C.I.P. 19-851

BID OPENING
May 4, 2021, at 2:00 PM

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ENGINEER'S ESTIMATE: \$500,000

NOTICE INVITING BIDS

RECEIPT AND OPENING OF PROPOSALS: Sealed proposals will be received in the Office of the City Clerk, City of Loma Linda, until **May 4, 2021, at 2:00pm**, at which time they will be publicly opened and read at the City Council Chamber, 25541 Barton Road, Loma Linda, California, 92354, for performing work as follows:

REMODEL OF FIRE STATION NO. 251 (CIP 19-851)

The work consists of remodeling 4,055 square feet of Fire Station No. 251.

Pre-bid Job walk is scheduled for Thursday, April 8, 2021, at 10:00 AM at the City of Loma Linda Fire Station No. 251, located at City Hall, 25541 Barton Road, Loma Linda, CA 92354.

No bid will be considered unless it is made on a proposal form furnished by the City. All proposals or bids shall be accompanied by cash, a check payable to the City of Loma Linda and certified by a responsible bank for an amount which shall not be less than ten percent (10%) of the bid or by a bond for the amount over and above all statutory exemptions, or by a bond of an accredited surety company. The check or bond will be declared forfeited if the successful bidder refuses to enter into a contract within ten (10) calendar days following receipt of the contract from the City.

In accordance with the provisions of Section 1770 of the California Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rates of per diem wages in the locality in which the work is to be performed. This information is on file at the Office of the City Clerk, City of Loma Linda, California, and will be made available to any interested party upon request. Payments to the successful bidder's employees shall conform to the applicable prevailing rates.

The successful bidder will be required to furnish a labor and materials bond and a faithful performance bond in the amount equal to one hundred percent (100%) each of the contract price, such bonds to be secured by a surety company or surety companies satisfactory to the City Council of the City of Loma Linda. For any monies earned by the Contractor and withheld by the City of Loma Linda to ensure the performance of the contract, the Contractor may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Chapter 13 (commencing with Section 4590) Division 5, Title I of the Government Code of the State of California.

The successful bidder must possess a Class "B" Contractor's license at the time of award of this contract.

Plans and specifications are available at the City of Loma Linda Finance Department, 25541 Barton Road, Loma Linda, 92354, and (909) 799-4400 for a non-refundable fee of \$15.00 for Electronic Copy, \$ 90.00 to pick up, \$100.00 FEDEX using recipient's acct, or \$ 106.00 to receive by USPS first class mail.

The City of Loma Linda reserves the right to reject all bids and re-advertise if the City determines that acceptance of the lowest bid will not be in the best interests of the City of Loma Linda.

DATED: _____

CITY OF LOMA LINDA, CALIFORNIA

By: _____
T JARB THAIPEJR, CITY MANAGER

I:\Public Works Admin\Bids-Specs\2020-21 Bids and Specs\Remodel Fire Station 251 2021.doc

NOTICE OF INVITING BID

INSTRUCTION TO BIDDERS

FORM OF PROPOSAL: The Proposal shall be made on the form provided, with all items filled out, and properly executed. The Proposal shall be signed in longhand: by the bidder if an individual, by a member of a partnership, or by an officer of a corporation authorized to sign contracts in its behalf. If made by a corporation, the Proposal shall show the name of the state under the laws of which the corporation is chartered or organized.

Bidders are warned against making erasures or alterations of any kind on their Proposals. Proposals, which contain omissions, erasures, alterations, conditions, or additions not called for, may be rejected. The **Proposal Pages, 9-21**, shall be submitted separately from the bound volume of Contract Documents and Specifications. The proposal shall be enclosed in a sealed envelope bearing the name of the bidder and the name of the project.

Bidders are advised that this contract is federally funded. As a result, all federal labor standards, including Davis-Bacon Act requirements, apply to this project. The prime contractor and all subcontractors are required to pay their employees Federal or State wages for their work classifications, whichever is higher. The prime contractor is responsible for subcontractor compliance.

A weekly certified payroll is required during the term of construction. Payment of contractor's invoice may be delayed when certified payrolls are not submitted weekly.

DELIVERY OF PROPOSAL: The proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the bidder's sole responsibility to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened.

WITHDRAWAL OF PROPOSAL: The proposal may be withdrawn by the bidder by means of a written request, signed by the bidder or his properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of proposals prior to the scheduled closing time for receipt of proposals.

OPENING OF PROPOSALS: The proposals will be publicly opened and read at the time and place stipulated in the Notice Inviting Bids.

MODIFICATIONS AND ALTERNATIVE PROPOSALS: Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Unless called for, alternative proposals will not be considered. Oral, telegraphic, or telephonic proposals or modifications will not be considered.

DISCREPANCIES IN PROPOSALS: In the event there is more than one bid item in a bidding schedule, the bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the proposal informal and may cause its rejection. In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one bid item in a bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly.

PROPOSAL GUARANTY: Each proposal shall be accompanied by a certified or cashier's check or bid bond in the amount of not less than ten (10%) of the total amount named in the proposal. Said check or bond shall be made payable to the City and shall be given as a guaranty that the bidder, if awarded the work, will enter into a

contract within ten (10) calendar days after receipt of the contract from the City, and will furnish the necessary insurance certificates, faithful performance bond and labor and materials bond; each of said bonds to be in the amount stated in the Notice Inviting Bids. In case of refusal or failure to enter into said contract, the check or bid bond, as the case may be, shall be forfeited to the City. If the bidder elects to furnish a bid bond as his proposal guaranty, he shall use the bid bond bound herein.

BIDDERS EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The bidder shall examine carefully the site of the work and the plans and specifications therefore and shall satisfy himself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered.

The submission of the bid proposal shall be conclusive evidence that the bidder has satisfied himself through his own investigation as to the conditions to be encountered; the character, quality, and quantity of work to be performed; materials and equipment to be furnished; and all requirements of the drawings and specifications.

If discrepancies or apparent errors are found in the plans and specifications prior to the date of bid opening, bidders shall submit a written request for clarification, which will be given in the form of addenda to all bidders, if time permits. Otherwise, in figuring the work, bidders shall consider that any discrepancies or conflict between drawings and specifications shall be governed by Section 1.02 of the General Conditions.

Where investigations of surface conditions have been made by the City in respect to foundations or other structural design, and that information is shown in the plans or furnished to the bidder in any way, said information represents only the statements by the City as to the character of materials which have been actually encountered by it in its investigation, and is only included for the convenience of bidders.

ADDENDUM: The correction of any discrepancies in or omission from the drawings, specifications or other contract documents or any interpretation thereof during the bidding period will be made only by written addendum. A copy of each such addendum or bulletin will be mailed or delivered to each person receiving a set of these documents, and shall be made a part of the contract. A signed copy of the "Addenda Acknowledgment" form shall be returned to the City with the bid documents. Failure to do so may result in bid rejection. Any other interpretation or explanation of such documents will not be considered binding.

ESTIMATED QUANTITIES: The quantities given in the proposal and contract form are approximate, being given as a basis for the comparison of bids only, and the City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit any portion of the work, as may deemed advisable or necessary by the Engineer.

LIST OF SUBCONTRACTORS: The Contractor shall submit the name and addresses of each subcontractor in accordance with the instructions in the proposal.

COMPETENCY OF BIDDER: The bidder shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the contract and shall be skilled and regularly engaged in the general class or type of work called for under this contract.

In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the proposal. To this end, each proposal shall be supported by a statement of the bidder's experience as of recent date on the form entitled "GENERAL INFORMATION REQUIRED OF BIDDER," bound herein. The bidder shall have recently constructed not less than three (3) projects of similar type and complexity. No proposal for the work will be accepted from a Contractor who is not licensed in accordance with applicable state law,

DISQUALIFICATION OF BIDDERS: More than one proposal from an individual firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids shall be rejected and none of the participants in such collusion will be considered in future proposals. The bidder shall submit the document entitled, "Noncollusion Affidavit" properly executed as part of the bidder's proposal.

RETURN OF PROPOSAL GUARANTY: Within ten (10) calendar days after award of the contract, the City will return all proposal guaranties except those of the apparent three low bidders. The remaining proposal guaranties will be returned when the contract has been fully executed.

AWARD OF CONTRACT: Award of a contract, if it be awarded, will be based primarily on the lowest overall cost to the City and will be made to a responsible bidder whose proposal complies with all the requirements prescribed. Evaluation of the bidder's experience and additional information requested on the form "INFORMATION REQUIRED OF BIDDER," bound herein, also will be a determining factor in arriving at an award. Any such award will be made within 45 calendar days after opening of the proposals. Unless otherwise indicated, a single award will not be made for less than all the bid items in an individual bidding schedule. In the event there is more than one bidding schedule, the City may award schedules individually or in combination. The City reserves the right to reject any or all bids, to waive any informality or minor irregularity in a bid, and to make awards in the interest of the City.

EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the City on the form of agreement provided, shall secure all insurance and shall furnish all certificates and bonds required by the Specifications within ten (10) calendar days after receipt of the Contract from the City. Failure or refusal to enter into a contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and the forfeiture of the proposal guaranty. If the successful bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsible bidder.

If the second lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such bidder's guaranties shall be likewise forfeited to the City.

PROPOSAL
PROPOSAL TO: THE CITY OF LOMA LINDA

The undersigned bidder hereby proposes to furnish all labor, materials, equipment, tools and services necessary to perform all work required under the Bidding Schedule of the City's Specifications entitled:

REMODEL OF FIRE STATION NO. 251 (CIP 19-851)

in accordance with the intent of said Specifications, Drawings, and all addenda issued by said City prior to opening of the proposals.

Said bidder agrees that, within ten (10) calendar days after receipt of the contract from said City, he will execute said contract in the required form, of which the Notice Inviting Bids, Instructions to Bidders, Proposal, Certification of Non-Discrimination By Contractors, Noncollusion Affidavit, Specifications, Drawings, and all addenda issued by said City prior to the opening of proposals, are a part, and will secure the required insurance and bonds and furnish the required insurance certificates; and that upon failure to do so within said time, then the proposal guaranty furnished by said bidder shall be forfeited to said City for such failure; provided that if said bidder shall execute the contract, secure the required insurance and bonds, and furnish the required insurance certificates within said time, his check, if furnished, shall be returned to him within 20 days thereafter, and the bid bond, if furnished, shall become void.

Said bidder further agrees that all the work included in the proposal shall be completed in **one-hundred (100) working days** from the date specified in the Notice To Proceed and to accept in full payment therefor the price(s) named in the Bidding Schedule(s). Said bidder further agrees to pay to the City of Loma Linda the sum of **one thousand dollars (\$1,000.00)** per day for liquidated damages in accordance with Section 8.06 of the General Conditions.

Licensed in accordance with an act providing for the registration of contractors, License No. _____;
Class _____.

*CONTRACTOR _____

BY: _____

TITLE: _____

BUSINESS ADDRESS: _____

*If an individual, so state. If a firm or Co-partnership, state the firm name, and give the names and addresses of all individuals, Co-partners, composing the firm. If a corporation, state the legal name of the corporation, also names of President, Secretary, Manager, and Treasurer thereof, with their business addresses:

Corporation chartered under the laws of the State of _____

PROPOSAL

ADDENDA ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following ADDENDA and the cost, if any, of such revisions has been included in the TOTAL BID of the Bidding Schedule(s).

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

Name of Bidder _____

Address _____

State License No. _____

Telephone No. _____

By: _____
Signature

Print Name

Title

Dated this _____ day of _____, 2021

PROPOSAL

BIDDING SCHEDULE

REMODEL OF FIRE STATION NO. 251 (CIP 19-851)

ITEM NO.	EST. QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	LS	Mobilization at the lump sum price of _____ _____	\$ _____	\$ _____
2	LS	Demolition at the lump sum price of _____ _____	\$ _____	\$ _____
3	LS	Concrete at the lump sum price of _____ _____	\$ _____	\$ _____
4	LS	Doors/Hardware at the lump sum price of _____ _____	\$ _____	\$ _____
5	LS	Windows at the lump sum price of _____ _____	\$ _____	\$ _____
6	LS	Toilet Partitions at the lump sum price of _____ _____	\$ _____	\$ _____
7	LS	Restroom Accessories at the lump sum price of _____ _____	\$ _____	\$ _____
8	LS	Millwork/Cabinets at the lump sum price of _____ _____	\$ _____	\$ _____
9	LS	Signage at the lump sum price of _____ _____	\$ _____	\$ _____
10	LS	Gypsum Board at the lump sum price of _____ _____	\$ _____	\$ _____

11	LS	Install City furnished carpet at the lump sum price of _____ _____	\$ _____	\$ _____
12	LS	LVT Tile at the lump sum price of _____ _____	\$ _____	\$ _____
13	LS	Install City furnished ceramic tile at the lump sum price of _____ _____	\$ _____	\$ _____
14	LS	Painting at the lump sum price of _____ _____	\$ _____	\$ _____
15	LS	Acoustic Ceilings at the lump sum price of _____ _____	\$ _____	\$ _____
16	LS	Plumbing at the lump sum price of _____ _____	\$ _____	\$ _____
17	LS	Mechanical at the lump sum price of _____ _____	\$ _____	\$ _____
18	LS	Electrical at the lump sum price of _____ _____	\$ _____	\$ _____
19	LS	Framing at the lump sum price of _____ _____	\$ _____	\$ _____
20	LS	Insulation at the lump sum price of _____ _____	\$ _____	\$ _____
21	LS	Fire Sprinklers/Fire Alarm at the lump sum price of _____ _____	\$ _____	\$ _____

TOTAL BID \$ _____

(Total bid written in words)

**ADDITIVE ALTERNATE BID SCHEDULE
REMODEL OF FIRE STATION NO. 251 (CIP 19-851)**

ITEM NO.	EST. QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	LS	Remove and replace T-bar and acoustic ceiling tiles in rooms 108,109,and 110 at the lump sum price of _____ _____	\$ _____	\$ _____
2	LS	Remove and replace light fixtures in rooms 108, 109, 110, 111, 112, and 113 at the lump sum price of _____ _____	\$ _____	\$ _____

ADDITIVE ALTERNATE TOTAL BID \$ _____

(Additive alternate total bid written in words)

NOTE: The unit price must be written in words as well as shown in figures. The total price must be estimated for each item of work and the total of all items inserted in the space provided.

The City reserves the right to award a contract to the lowest responsible total bid or the lowest responsible combination of total bid and additive alternate total bid.

The City will provide a solid waste bin with service, sized appropriately, at the job site.

The project's Notice of Inviting Bid, Bid Schedule, Addenda, Plan Holder's List, and Bid Results will be posted on the City's website at www.lomalinda-ca.gov Select *Public Notices – Inviting Bids for Construction Projects*.

PROPOSAL

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT _____ as Principal,

and _____ as Surety,

are held and firmly bound unto the CITY OF LOMA LINDA, A MUNICIPAL CORPORATION,

hereinafter called the City, in the sum of _____ dollars,

(not less than ten percent (10%) of the total amount of the bid) for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform all work required under the proposal titled:

REMODEL OF FIRE STATION NO. 251 (CIP 19-851)

NOW, THEREFORE, if said Principal is awarded a contract by said City and, within the time and in the manner required under the heading "Instructions to Bidders" bound with said Specifications, enters into a written contract on the form of agreement bound with said Specifications and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void, otherwise it shall remain in full forces and effect. In the event suit is brought upon this bond by said City and judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 2021

_____ (SEAL)

_____ (SEAL)

(Principal)

(Surety)

By: _____
(Signature)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

PROPOSAL

GENERAL INFORMATION REQUIRED OF BIDDER

The bidder shall furnish the following information. Additional sheets may be attached if necessary:

Business Name: _____

Address: _____

Type of Firm: _____

(Check One) Individual Partnership Corporation

Telephone Number: _____ FAX No. _____

Cell Phone: _____ Email address: _____

Contractor's License: State: _____ License No. _____

Names and titles of all members of the firm:

Number of years as a Contractor in construction work of this type: _____

Three projects of this type recently completed: _____

Contract Amt.	Type of Project	Date Completed	Owner's Name, Address (Contact Name) & Phone No.
_____	_____	_____	_____ _____
_____	_____	_____	_____ _____
_____	_____	_____	_____ _____

Person who inspected site of the proposed work for your firm:

Name: _____ Date of Inspection: _____

Note: If requested by the City, the Bidder shall furnish a notarized financial statement, references and other information, sufficiently comprehensive to permit an appraisal of his current financial condition.

PROPOSAL

INFORMATION REQUIRED OF BIDDER

BID DEPOSITORIES

The bidder shall answer the following questions and shall attach any additional information required.

- (1) Were bid depository or registry services used in obtaining Subcontractor bid figures in order to compute your bid?

YES _____ NO _____

- (2) If the answer to (1) is "YES" please forward a copy of the rules of each bid depository you used with this bid questionnaire.

- (3) Did you have any source of Subcontractor's bids other than bid depositories?

YES _____ NO _____

- (4) Has any person or firm threatened you with Subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories?

YES _____ NO _____

- (5) If the answer to (4) is "YES" please provide the following details:

(a) Date _____

(b) Name of person or group _____

(c) Job involved (if applicable) _____

(d) Nature of threats _____

(e) Additional comments (use additional sheets if necessary)

PROPOSAL

LIST OF SUBCONTRACTORS

The Bidder shall list the name and address of each subcontractor who will perform work on labor or render service or fabricate and install a portion of the work in an amount in excess of one-half of one percent of the prime contractor's total bid or, in the case of construction of streets or highways, including bridges in excess of one-half of one percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

Name and Address of Subcontractor	Description of portion of work
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BUSINESS LICENSES

Per Section 5.12.010 of the Loma Linda Municipal Code, every person transacting, conducting, managing, engaging in and carrying on the business and activities set forth hereafter in Section 5.12.010 shall pay a license tax as set by resolution by the City.

Contractor must submit this completed form to the City of Loma Linda Finance Department at the time of request for payments. For assistance, call (909) 799-2846.

Project Name: _____
Contractor: _____ City Business License # _____
Address: _____ Phone: _____
City/State/Zip: _____ FAX: _____

Subcontractor List

Subcontractor: _____	Phone: _____
Address: _____	
City/State/Zip: _____	Portion of Work: _____
State License # _____	Expiration Date: _____ Class _____
City Business License # _____	Expiration Date: _____

Subcontractor: _____	Phone: _____
Address: _____	
City/State/Zip: _____	Portion of Work: _____
State License # _____	Expiration Date: _____ Class _____
City Business License # _____	Expiration Date: _____

Subcontractor: _____	Phone: _____
Address: _____	
City/State/Zip: _____	Portion of Work: _____
State License # _____	Expiration Date: _____ Class _____
City Business License # _____	Expiration Date: _____

Please copy or use a blank sheet for additional subcontractor information.

PROPOSAL

CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the City of Loma Linda, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex or national origin; that it is in compliance with all federal, state and local directives and executives orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM: _____

PRINT NAME: _____

TITLE OF PERSON SIGNING: _____

SIGNATURE: _____ DATE: _____

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

PROPOSAL

“NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER”

State of California)

County of)

_____, being first duly sworn, deposes and says that he or she

is _____ of _____ the

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

Date: _____

(Contractor)

By:

(Signature)

(Title)

STATE OF CALIFORNIA CONTRACTOR'S CERTIFICATION

Pursuant to the Business and Professions Code, Section 7028.7 relating to the City's obligation to verify a Contractor's license prior to awarding a contract, the bidder is hereby requested to attach a legible copy of his/her State Contractor's License in the space provided.

ATTACH COPY OF STATE CONTRACTOR'S LICENSE HERE

STATEMENT OF BIDDER'S QUALIFICATIONS

The following is a specimen form of Statement of Bidder's Qualifications. The form need not be filled out at the time the bid is submitted, but any bidder may be required by the City to prepare and submit the data requested in this form after the bids are opened and before award of the Contract.

1. Name of bidder.
 2. Business address.
 3. When organized.
 4. Where incorporated.
 5. How many years have you been engaged in the contracting business under the present firm name?
 6. Contracts on hand (Schedule those) Gross amount (each contract).
 - *7. General character of work performed by our company.
 8. Have you ever failed to complete any work awarded to you? If so, where and why?
 - *9. Have you ever defaulted on a contract? If so, where and why?
 - *10. List of more important structures erected by your company, including approximate cost.
 - *11. List your major equipment.
 - *12. Experience in work similar in importance to this project.
 - *13. Background and experience of the principal member of your personnel, including the officers.
 - *14. Credit available. Furnish written evidence.
 15. Financial statement.
- *Attach additional sheets giving the information.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between THE CITY OF LOMA LINDA, A MUNICIPAL CORPORATION, hereinafter called City, and _____, hereinafter called CONTRACTOR.

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City, said Contractor agrees with said City to perform and complete in a workmanlike manner all work required under the Project Specifications entitled:

REMODEL OF FIRE STATION NO. 251 (CIP 19-851)

In accordance with the Specifications and Drawings therefor, to furnish at his own expense all labor, materials, equipment, tools, and services necessary therefor, except such materials, equipment, and services as may be stipulated in said Specifications to be furnished by said City, and to do everything required by this Agreement and the said Specifications and Drawings.

ARTICLE II: For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools, and equipment, and doing everything required by this Agreement and the said Specifications and Drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by said City; and for completing the work in accordance with the requirements of said Specifications and Drawings, said City will pay and said Contractor shall receive, in full compensation therefor, the price(s) named in the Bidding Schedule.

ARTICLE III: The City hereby employs said Contractor to perform the work according to the terms of this Agreement for the above mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV: The Notice Inviting Bids, Instructions to Bidders, Proposal, Certificate of Non Discrimination by Contractors, Noncollusion Affidavits, Specifications, Drawings, and all addenda issued by the City with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

(CITY) THE CITY OF LOMA LINDA, CALIFORNIA

BY: _____

ATTEST:

BY: _____ SEAL
City Clerk

Contractor

BY: _____
(Signature)

(Title)

ATTEST:

BY: _____
(Signature)

(Title)

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT _____ as Contractor,

and _____ as Surety,

are held and firmly bound unto the CITY OF LOMA LINDA, A MUNICIPAL CORPORATION,

hereinafter called City, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said City to perform all work required under the Project Specifications titled:

REMODEL OF FIRE STATION NO. 251 (CIP 19-851)

NOW THEREFORE, if said Contractor shall perform all the requirements of said contract required to be performed on his part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 2021.

(Contractor) (SEAL)

(Surety) (SEAL)

By: _____
(Signature)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT _____ as Contractor,

and _____ as Surety,

are held firmly bound unto THE CITY OF LOMA LINDA, a MUNICIPAL CORPORATION,

hereinafter called City, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said City to perform all work required under the Project Specifications titled:

REMODEL OF FIRE STATION NO. 251 (CIP 19-851)

NOW THEREFORE, if said Contractor, or Subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. Surety shall indemnify the City of Loma Linda against non-payment to subcontractors resulting in litigation. This bond shall insure to the benefit of any persons, companies, or corporations entitle to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety there under, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 2021.

(Contractor) (SEAL)

(Surety) (SEALS)

By: _____
(Signature)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: _____

Contractor

By: _____
Signature

Title

Attest:

By: _____
Signature

Title

GENERAL CONDITIONS

SECTION 1 - SPECIFICATIONS AND DEFINITIONS

1.01 Referenced Specifications

- A. Standard Specifications - The “Standard Specifications for Public Works Construction” (Green Book) of the American Public Works Association, and Associated General Contractors of California, latest Edition, and all subsequent amendments, supplements and additions.
- B. City Standards - The City of Loma Linda’s Standard Construction Drawings and all subsequent amendments and additions, available from the City of Loma Linda Public Works Department.

1.02 Intent

It is the intent of these specifications, and any contract drawings that the work performed under the contract shall result in a complete operating system in satisfactory working condition in respect to the functional purpose of the installations. The specifications and contract drawings are intended to be complementary of each other. Any work shown on the contract drawings and not in the specifications, or vice-versa, is to be executed as if indicated in both.

The Standard Specifications and City Standards are part of the Contract Documents controlling the work.

If there is a conflict between Contract Documents, the document highest in precedence shall control.

The precedence stated in Section 2-5.2 of the Standard Specifications shall be amended as shown below:

The precedence shall be:

- 1) Special Provisions
- 2) General Conditions
- 3) Permit Requirements
- 4) Technical Specifications
- 5) Plans
- 6) Standard Plans
- 7) Standard Specifications
- 8) Reference Specifications

1.03 Definitions

Agency: Where the word agency appears in the Standard Specifications, it shall mean the City of Loma Linda.

Board: Where the word board appears in the Standard Specifications it shall mean the City of Loma Linda.

City: City of Loma Linda, San Bernardino County, California.

Council: The City Council of the City of Loma Linda.

Days: Where the word “days” appears in the Specifications it shall mean consecutive calendar days unless otherwise noted.

Deputy Director
or Director: Same as Engineer

District or
Department: Same as Board.

Engineer: The City of Loma Linda Director of Public Works acting personally or through agents or assistants duly authorized by him.

Inspector: The City of Loma Linda Director of Public Works personnel authorized to act as agents for the City in the supervision of work covered by these plans and specifications.

State: Same as City.

Working Day: Any day except Saturdays, Sundays, or legal holidays on which the Contractor is specifically required by Special Provisions, by his labor contract or by law to suspend construction operations. Also excepted is any day on which the Contractor is prevented by inclement weather, or conditions there from, from proceeding with at least seventy five percent (75%) of the normal labor and equipment force for at least five (5) hours toward completion of the current controlling operation.

SECTION 2 - AWARD AND EXECUTION OF CONTRACT

2.01 Award of Contract

After the Proposals have been opened and read, they will be checked for accuracy and compliance with the General Conditions. If the unit price and the total amount named for any item do not agree, the unit price will be considered as representing the bidder's intention. The City reserves the right to reject any or all proposals; to waive any irregularity in a bid; and to award the contract to the lowest responsible bidder qualified to do the work as specified. Award of the Contract, if it be made, will be made by the City Council within forty five (45) days after opening of the bids.

2.02 Execution of Contract

A contract agreement shall be executed by the successful bidder on the forms provided and returned, together with the contract bonds and certification of insurance within ten (10) days after the receipt of said contract from the office of the City Clerk. After execution by the City, one copy will be returned to the Contractor. If the bidder to whom the award is made fails or refuses to enter into the Contract within the time provided, the proposal guaranty shall be forfeited for failure to enter into the Contract. The Council may then award the Contract to the next lowest responsible bidder.

2.03 Contract Bonds

The successful bidder, simultaneously with the execution of the Contract, shall furnish a Labor and Material Bond in an amount not less than one hundred percent (100%) of the contract price and a Faithful Performance Bond in an amount not less than one hundred percent (100%) of the Contract price. Said bonds shall be secured from a surety company satisfactory to the City and the premiums thereon shall be paid by the Contractor. After completion and acceptance of the work by the City Council, the bonds shall be in full force and effect for a time thereafter of sixty (60) days.

2.04 Insurance

The Contractor shall furnish the City with satisfactory proof of carrying the insurance required by submitting a certificate of policies of insurance to the Engineer-of-Work prior to the commencement of the work under this contract. All insurance companies affording coverage to the Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California. The policies shall be endorsed precisely as follows:

“It is hereby understood and agreed that the Policy to which this certificate refers may not be canceled, materially changed, nor the amount of coverage thereof reduced nor the policy allowed to lapse until thirty (30) days after the receipt by the City Clerk of the City of Loma Linda, 25541 Barton Road, Loma Linda, California, 92354, of a registered written notice of such cancellation or reduction in coverage.”

“Solely as respects work done by and on behalf of the named insured for the City, it is agreed that the City of Loma Linda, the Loma Linda City Engineer-of-Work and their officers, agents, employees and volunteers are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance available to the City of Loma Linda, California, and under any other third party liability policy. It is further agreed that the other insurance conditions of the policy are amended to conform therewith.”

The Contractor shall take out and maintain, during the life of the contract the following public liability and property damage insurance which shall protect the Contractor or any Subcontractor performing work covered by the contract, and also the City, from claims for personal injury, including accidental death, as well as from claims for personal damages which may arise from the operations under the contract, whether such operations shall be performed by the Contractor or any Subcontractor, or by anyone directly employed by any of them. The Contractor shall defend, indemnify, and hold harmless the City of Loma Linda, its officers, agents and employees or anyone directly employed by them, from all claims arising out of the work. The limit of liability for such insurance shall be stated below.

The Contractor shall not commence work under this contract, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the City has received and approved the required certificates for the following policies:

- (a) Worker's Compensation Insurance to cover employees as required by the Labor Code of the State of California. The Contractor shall require all Subcontractors to provide such compensation insurance for all of the latter's employees. Worker's Compensation Insurance certificates shall be submitted by Contractor and all Subcontractors. The City of Loma Linda shall be named as certificate holder.
- (b) The Contractor shall maintain public liability and property damage insurance against damage claims which may arise from operations whether by the insured or by anyone directly or indirectly employed by him. General liability insurance shall be not less than three million dollars (\$3,000,000) combined single limit per occurrence and five million dollars (\$5,000,000) in the aggregate, for bodily injury, personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers and agents and independent contractors. Contractor shall provide insurance on an occurrence, not claims-made basis. Contractor acknowledges and agrees that, for purposes of clarification with the intention of avoiding gaps in coverage with any umbrella or excess insurance, personal and advertising injury coverage shall be triggered by an "offense" while bodily injury and property damage coverage shall be triggered by an "occurrence" during the policy period.
- (c) Contractor shall further procure and maintain at its own expense, until expiration of the term of the contract, commercial vehicle liability insurance covering personal injury and property damage, of not less than one million dollars (\$1,000,000) combined single limit per occurrence, and three million dollars in the aggregate (\$3,000,000), covering any vehicle utilities by contractor or its officers, employees, servants, volunteers and agents and independent contractors in performing the services required by the contract.

2.05 Return of Proposal

When the award of the Contract has been made, the Proposal guaranties accompanying such proposals that are no longer to be considered in making the award, will be returned. The remaining guaranties will be returned when the Contract has been fully executed.

SECTION 3 - SCOPE OF CONTRACT

3.01 Clarification of Contract Documents

Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained on the contract drawings or in the specifications, or in the event of any doubt or question arising respecting the true meaning of the specifications, the Contractor shall apply to the Engineer for such further explanation as may be necessary and the Engineer's decision shall be final and binding.

3.02 Effect of Extension of Time

It shall be agreed that in case the work called under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns, or sureties and to deduct from the final payment for the work, all or any part, as it may deem proper of the actual cost of engineering, inspection, superintendence, and expenses, which are directly chargeable to the contract, and which accrue during the period of such extension except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

3.03 Assignment

The performance of the Contract may not be assigned or subcontracted except upon written consent of the City. No such assignment shall be permitted which would relieve the original Contractor or his surety of responsibility under the contract.

3.04 Recognition of Subcontractor

No subcontractor will be recognized as such, and all persons engaged in the work under this Contract will be considered as employees of the Contractor.

3.05 Liability of City Employees

The City, the Engineer, and City officers and employees shall not be responsible for any liability arising under this Contract.

3.06 Contractor Not an Agent

The right of the City to generally supervise and review the work shall not make the Contractor an agent of the City.

3.07 Guarantee

Besides guarantees required elsewhere in these Contract Documents, if any, the Contractor shall and hereby does guarantee all work for a period of one (1) year after the date of acceptance of the work by the City and shall repair and replace any and all such work, together with any other work which may be displaced in doing so, that may prove defective in workmanship and/or materials within the one (1) year period from the date of acceptance, without expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the above mentioned conditions within seven (7) days after being notified in writing, or in the event of an emergency, the City is hereby authorized to proceed to have the defects repaired and made good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefore immediately on demand.

SECTION 4 - CONTROL OF THE WORK

4.01 Authority of the Engineer

The Engineer shall have general supervision and direction of the work and may be represented on the work by a duly authorized resident engineer or inspector. All claims of the Contractor and questions which may arise as to quality or acceptability of materials furnished and work performed and as to the manner of performance and the rate of progress of the work; all questions as to the interpretation of the Contract, contract drawings and specifications; all questions as to the acceptable fulfillment of the Contract on the part of the contractor and all questions as to compensation shall be referred to the Engineer-of-Work for decision.

4.02 Work to be Done

The work to be done consists of furnishing all labor, materials, methods or processes, implements, tools, and machinery necessary for and appurtenant to the construction and completion of the work in accordance with the Contract, and to leaving the construction site in a neat, clean, and orderly condition upon completion of the work.

4.03 Extra Work

Extra work is defined as additional work required by changes in the details of work shown on the Plans and described in the Specifications and for which there is no lump sum or unit price item in the Contract. Compensation for extra work shall be as specified in Section 8.04 - "Change Order" of these General Conditions.

The City reserves the right to require the performance of extra work when, in the opinion of the Engineer, it is necessary or desirable for the proper completion of the Contract.

4.04 Construction Schedule

Within ten (10) days from the time the Contract is executed by all parties and at such other times as may be requested by the Engineer, the Contractor shall submit to the Engineer practicable schedules which shall show the order in which the Contractor proposes to perform the work, the dates at which the Contractor will start the several parts of the work, and the estimated dates of completion of the several parts.

The construction schedule and supplementary construction schedules submitted shall be consistent in all respects with the requirements of the Contract.

4.05 Documentation of Field Activities

The Contractor working in the field shall keep a daily log of all project activities. Each page of the log books or daily activity logs shall be signed by the person preparing the log. Recommended items to be included in the daily log, as appropriate, are:

Project Identification	Visitors to the Site
Field Activity Subject	Subcontractor progress or problems
General Work Activity	Communication with the client or others
Unusual events	Weather conditions
Changes to Plans and/or Specifications	Personnel on Site

4.06 Drawings and Specifications on the Work

The Contractor shall keep one copy of all Drawings and Specifications for the work on the work site in good order, accessible to the Engineer and his representatives.

4.07 Removal of Obstructions

The Contractor shall remove and dispose of all structures, debris, or other obstructions to the construction of the work as specified. Where such obstructions consist of improvements not required by law to be removed by the owner thereof, all such improvements shall be removed, maintained and permanently replaced by the Contractor at his expense as required for performance of the work.

4.08 Interpretation of Plans and Specifications

Should it appear that the work to be done or any matter relative thereto is not sufficiently detailed or explained by the Specifications, the Contractor shall apply to the Engineer for such further explanation as may be necessary and shall conform to such explanation or interpretation as part of the Contract so far as may be consistent with the intent of the original Plans and Specifications. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

4.09 Supervision by Contractor

The Contractor shall give efficient supervision to the work, using his best skill and attention and shall provide and keep on the work at all times during its progress a competent superintendent and any necessary assistants, all of whom, within reason, shall be satisfactory to the Engineer. All directions of the Engineer shall be given in writing and shall be received and obeyed by the superintendent in charge of the particular work, reference to which orders are given; and all such directions given to the superintendent shall be as binding as if given to the Contractor in person.

4.10 Surveying and Reference Points

The City shall establish all reference points and survey all lines and grades necessary for the execution of the work. The Contractor shall carefully preserve all reference points, benchmarks, and other survey points, and in case of willful or careless destruction, he shall be liable for and charged with the cost of their replacement, and of any expense resulting from their unnecessary loss or disturbance. Such surveys shall constitute instructions from the City, and the Contractor shall not proceed with the work until he has made timely demands upon the City for such surveys, and until all necessary points, lines and grades have been established. Request for survey work shall be made not less than forty-eight (48) hours in advance of desired time for staking.

4.11 Inspection

The Engineer shall, at all times, have access to the work and shall be furnished with every reasonable facility for acquiring full knowledge respecting the progress, workmanship, and character of materials used and employed in the work.

Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the Engineer so that proper inspection may be provided. Any work done in the absence of the Engineer will be subject to rejection.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the Contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer and accepted.

4.12 Errors or Discrepancies Noted by the Contractor

If the Contractor, either commencing work or in the course of the work, finds any discrepancy between the Specifications and the Plans, or between either the Plans or Specifications and the physical conditions at the site of the work, or finds any error or omission in any of the Plans or Specifications, or in any survey, he shall promptly notify the Engineer in writing of any such discrepancy, error or omission. If the Contractor observes that any Plans or Specifications are at variance with any applicable law, ordinance, regulation, order or decree, he shall promptly notify the Engineer-of-Work in writing of such conflict.

The Engineer-of-Work on receipt of any such notice shall promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor, either directly or indirectly, after his discovery of such error, discrepancy, or conflict, will be at his own risk, and he shall bear all costs arising there from.

4.13 Defective and Unauthorized Work

All work, which is defective in its construction or deficient in any of the requirements of the Plans and Specifications, shall be remedied or removed and replaced by the Contractor in an acceptable manner at his own expense. No compensation will be allowed for any work done beyond the lines and grades shown on the Plans or established by the Engineer-of-Work. Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer, made under the provisions of this article, the Engineer-of-Work and City may cause the defective work to be remedied or removed and replaced at the expense of the Contractor.

4.14 Equipment

The Contractor must furnish adequate equipment to properly perform the work in a workmanlike manner in accordance with these Specifications. Such equipment must be in a good state of repair and maintained in such state during the progress of the work. No worn or obsolete equipment shall be used, and in no case shall the maker's rating of capacity for any equipment be exceeded.

4.15 Dismissal of Unsatisfactory Employees

If any person employed by the Contractor or any Subcontractor shall fail or refuse to carry out the directions of the Engineer, or is in the opinion of the Engineer incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language to any person on the work representing the City; or is otherwise unsatisfactory, he shall be discharged immediately, and shall not again be employed on the work except by written consent of the Engineer.

4.16 Termination of Unsatisfactory Subcontractors

When any portion of the work which has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner, the Subcontractor for such work shall be terminated immediately by the Contractor upon written notice from the Engineer, and shall not again be employed on that type of work in which his performance is unsatisfactory.

4.17 Temporary Suspension of Work

The Engineer shall have the authority to suspend the work, wholly or in part, for such period as he may deem necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary, due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the work. The Contractor shall immediately comply with the written order of the Engineer-of-Work to suspend the work wholly or in part, and shall not resume the work until ordered to do so in writing by the Engineer.

In the event a suspension of work is ordered because of failure on the part of the Contractor to carry out orders given or to perform any provisions of the work, such suspension of work shall not relieve the Contractor of his responsibility to complete the work within the time limit set forth herein and shall not be considered cause for extension of the time for completion, and further, such suspension of work shall not entitle the Contractor to any additional compensation.

4.18 Final Clean-Up

Upon completion, and before making application for acceptance of the work, the Contractor shall clean the construction site and all ground occupied by him in connection with the work of all rubbish, excess materials, temporary structures and equipment. All parts of the work area shall be left in a neat and presentable condition.

Care should be taken to prevent spillage on streets over which hauling is done, and any such spillage or debris deposited on streets due to Contractor's operation shall be immediately cleaned up.

4.19 Final Inspection

The Contractor shall notify the Engineer of the completion of the work and the Engineer shall make an inspection of the work. The Engineer-of-Work will not make the final inspection until the work provided for and contemplated by the Contractor has been completed and the final clean-up performed. The Contractor may be present at the final inspection. The Contractor will be notified in writing of any defects or deficiencies to be remedied. When notified that corrective work is completed, the Engineer-of-Work will again inspect the work and when he has satisfied himself that all work has been done in accordance with the Plans and Specifications he will recommend to the Council that they formally accept the work.

SECTION 5 - CONTROL OF MATERIALS

5.01 Quality of Materials and Source of Supply

Articles, materials, and equipment to be incorporated into the work under the Contract shall be new and unused unless otherwise specified and shall conform to the requirements of these Specifications and be approved by the Engineer-of-Work before incorporation into the work; and, where required to conform to Standard Specifications or tests of the City or other authorities incorporated by reference, shall conform to the respective editions, including amendments, specified, or where editions are not specified, shall conform to the editions including amendments in effect on the date of the invitation for bids. Promptly after the approval of the Contract, the Contractor shall notify the Engineer-of-Work of the proposed sources of supply of all materials to be furnished by him.

At the option of the Engineer, he shall approve the source of supply of each of the materials before the delivery is started. All materials proposed for use may be inspected or tested at any time during their preparation and use. If, after trial it is found that sources of supply, which have been approved, do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. After approval, any material which becomes unfit for use due to improper storage, handling or any other reason, shall be rejected.

5.02 Samples and Test

The Contractor shall furnish such samples of all materials as are requested by the Engineer without charge. No material shall be used until it has been approved by the Engineer-of-Work. Samples will be secured and tested whenever necessary to determine the quality of the material.

5.03 Defective Materials

All materials not conforming to the requirements of these Specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval in writing has been given by the Engineer. Upon failure of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer-of-Work shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

5.04 Storage of Materials

All materials for use in the work shall be stored by the Contractor in such a manner as to prevent damage from exposure to the elements, admixture of foreign materials or from any other cause.

5.05 Trade Names and Alternatives

For convenience in designation on the Plans and in the Specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and his catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purposes intended will be permitted subject to the following requirements:

The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor and he shall furnish all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials and his decision shall be final.

Whenever the Specifications permit the substitution of a similar or equivalent material or article, no tests or action relating to the approval of such substitute materials will be made until the request for substitution is made in writing by the Contractor accompanied by complete data as to the equality of the material or article proposed. Such request shall be made within thirty (30) days after the award of contract to permit approval without delaying the work. In no case will an extension of time be granted because of the Contractor's failure to make such a request in ample time to complete the work. Approval by the Engineer-of-Work of requested alternatives shall be in writing.

SECTION 6 - PROSECUTION OF THE WORK

6.01 Beginning of Work

After the return of the executed contract, together with the prescribed bonds and certification of insurance, the Contractor may request permission to enter upon the site of the work and to begin operations. Any work performed by the Contractor in advance of the official date shall be at the Contractor's own risk. The counting of working days shall begin as of the date indicated on the Notice to Proceed. When the Contractor has started work on the project, he shall diligently prosecute the work to completion within the time limit provided in the Proposal.

6.02 Time of Completion

Time is the essence of this Contract. The Contractor shall complete all work called for under the Contract within the number of days specified in the Proposal.

6.03 Unavoidable Delays

The Contractor will be granted an extension of time for completion of the work for delays which may result from causes beyond the control and without the fault or negligence of the Contractor including but not limited to acts of God, or of the public enemy, acts of the Government, acts of the City, acts of another Contractor in the performance of a contract with the City, fire, flood, epidemics, or strikes.

Any act or omission or anything required to be done by the City of Loma Linda, its officers, agents or employees, which shall cause the Contractor delay in the completion of the work shall be grounds for extension of time on the part of the Contractor to complete the work but shall give the Contractor no grounds for damages for such delay.

6.04 Extension of Time

The Contractor shall be allowed an extension of time in which to complete the work equal to the sum of all unavoidable delays, as determined above, plus any adjustment of contract time due to contract change orders. During such extension of time neither compensation for extra engineering and inspection nor liquidated damages shall be charged to the Contractor.

Applications for an extension of time must be made in writing within ten (10) days after the delay has been incurred. The reasons for the delay shall be set forth in the request. The City shall, within fifteen (15) days after receipt of the request, give written notice of the approval or denial of the request.

6.05 Weekend, Holiday, and Night Work

No work shall be done between the hours of 5:00 p.m. and 7:00 a.m., after 3:00 p.m. on Fridays, nor on Saturdays, Sundays, or legal holidays without the permission of the Engineer, except in case of an emergency.

If permission for same is granted and any work is done at night, the Contractor shall provide adequate light for proper prosecution of the work, for the safety of the workmen and the public, and for proper inspection.

6.06 Suggestions to the Contractor

Any plan or method suggested to the Contractor by the Engineer-of-Work or inspector but not specified or required, if adopted or followed in whole or in part, shall be used at the risk and responsibility of the Contractor, and the City and the Engineer-of-Work will assume no responsibility therefore.

6.07 Temporary Facilities and Service

The Contractor shall be responsible for providing and maintaining the necessary storage places, field office, temporary road fences, watchman, etc., at his expense. No water shall be drawn from fire hydrants for construction purposes until the Contractor has obtained a permit from the utility services department.

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY

7.01 Compliance with Laws and Regulations

The Contractor shall keep himself fully informed of and shall observe and comply with, and shall cause any and all persons employed by him or under him to observe and comply with, all State, Federal, County and City, laws, ordinances, regulations, orders, and decrees which in any manner affect the conduct of the work. Particular attention is called to the Labor Code of California, Part 7, Chapter I, Article 2, "Wages" and Article 3, "Working Hours". Attention is also directed to the provisions in Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Prior to beginning any work, the Contractor shall contact Underground Service Alert (USA), (800) 422-4133, and obtain an Inquiry Identification Number. Said number shall be reported to the City prior to the start of work.

All Contractors, Subcontractors and their employees shall strictly conform to the rules and regulations of the Federal Occupational Safety and Health Administration (OSHA) and the State of California Division of Industrial Safety (DIS).

Wherever trenching operations are to be done and are five (5) feet or more in depth, the Contractor shall, prior to the start of construction, obtain a permit from the State of California DIS and present it to the City for verification before a City construction permit will be issued. Wherever shoring, sheeting, and bracing drawings are required by the Federal OSHA or the State of California DIS a copy of the drawings shall be filed with the City prior to the start of construction.

Failure to comply with either the Federal OSHA or the State of California DIS Rules and Regulations will result in immediate action by the City to gain compliance at the Contractor's expense.

7.02 Non-Discrimination

There shall be no discrimination against any employee who is employed by the Contractor or any of his Subcontractors or by any agent of the foregoing in the work covered by this contract or against any applicant for such employment because of race, religion, color, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

7.03 Permits

Unless otherwise specified, the Contractor shall procure all permits and licenses (including Business Tax License), pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. The Contractor shall comply with all provisions of all permits whether obtained by the City or by the Contractor.

The Contractor shall be required to procure a permit from the Utility Services Department to use City water for construction purposes. Standard charges shall be made for such water.

7.04 Patents

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used in or incorporated in the work and agrees to indemnify and hold harmless the City and its duly authorized representatives, from all suits of law, or actions of every nature for or on account of the use of any patented materials, equipment, devices or processes.

7.05 Sanitary Provisions

The necessary sanitary conveniences for the use of the workers on the project, properly obscured from public observance shall be constructed and maintained by the contractor in such manner and at such points as shall be approved by the Engineer-of-Work and their use shall be strictly enforced.

7.06 Public Convenience

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners. Water or dust palliative shall be applied as necessary for alleviation or prevention of dust nuisance caused by the Contractor's operations. Convenient access to driveways, houses, and buildings along the line of the work shall be maintained at least each morning and evening, and temporary approaches to crossings or intersecting streets shall be provided and kept in good condition at all times.

7.07 Public Safety

The Contractor shall furnish, erect and maintain such lights, barricades, bridges and other devices as required in Section 7-10, "Public Convenience and Safety" of the Standard Specifications. Should the Engineer point out the inadequacy of warning devices or should the Engineer approve the location of warning devices, such action shall not relieve the Contractor of responsibility for public safety, nor abrogate his obligation to furnish and pay for these devices. Should it be determined, during hours other than work hours and the Contractor is unavailable, that the warning devices are inadequate, the City may furnish and erect such additional devices as may be necessary and the Contractor shall pay for said additional devices at the rate prescribed by the City.

All construction signs to be used on the job site and on the approaches to the job site shall conform to those standards set forth by the State of California, Business and Transportation Agency, Department of Transportation, Manual of Traffic Controls, latest edition. Barricades shall be effectively reflectorized by having not less than one-half of the top board of the barricade covered with reflectorized sheeting surface or two 3-inch diameter reflector units. All other types of delineators shall have reflectorized sheeting, other reflective surfacing, or 3-inch reflector units. All warning flashers shall be kept in good working order and each flasher shall have some type of reflective surface.

No material or equipment shall be stored where it will interfere with the safe passage of public traffic, and at the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by the public traffic. Spillage resulting from hauling operations along or across any public traveled way shall be removed promptly.

Whenever the Contractor's operations require one-way traffic or create a condition hazardous to the public traffic, he shall provide and station competent flagmen whose sole duties consist of directing the movement of traffic through or around the work.

The following paragraph shall be added to Section 7-10.1 "Traffic and Access" of the Standard Specifications: "The Contractor shall also furnish such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered and payment therefore shall be considered as included in the various items bid."

7.08 Contractor's Liability

The Contractor shall save, keep, defend, indemnify, and hold harmless the City, the City Engineer, its officers or agents against and from all claims and liability for damage to property or for personal injury received by reasons of or in the course of performing the work authorized under this Contract which may be occasioned by any act or omission on the part of the Contractor, his agents or employees.

7.09 Personal Liability

Neither the City nor any officer or authorized agent of the City shall be personally responsible for any liability arising under the Contract.

7.10 Contractor's Responsibility for Work

Until the formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of accident, loss or damage to any part thereof by the action of the elements or from any other cause whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance, and shall bear the expense thereof, except for such injuries or damages as are occasioned by acts of the Federal Government or the public enemy. In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and shall properly store them if necessary and shall erect temporary protective structures where necessary.

7.11 Notice and Service Thereof

Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notices shall not be effective for any purpose whatsoever unless served in the following manner, namely:

Notice shall be given to the City by personal delivery thereof to the Engineer or by depositing the same in the United States Mail enclosed in a sealed envelope with postage prepaid, addressed to:

City of Loma Linda
Attention: Director of Public Works
25541 Barton Road
Loma Linda, CA 92354

Notice shall be given to the Contractor, by personal delivery thereof to said Contractor or to his authorized representative at the site of the project, or by depositing the same in the United States Mail, enclosed in a sealed

envelope addressed to said Contractor at the address established for the conduct of the work under this Contract, with postage prepaid.

Notice shall be given to the Surety, or any other person by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated by him to the party giving the notice, with postage prepaid.

7.12 Warranty of Title

No materials, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the work, and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the City free from any claim, liens, encumbrances, or charges, and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for any work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the City. The provisions of this article shall be inserted in all subcontracts and material contracts, and notices of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

7.13 Termination for Breach

If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified herein or any extension thereof, or fails to complete such work within time, or if the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors or if a receiver should be appointed on account of his insolvency, or if he or any of his Subcontractors should violate any of the provisions of this Contract, the City may serve written notice upon the Contractor and his Surety of its intention to terminate this Contract, said notice to contain the reasons for such intention to terminate this Contract, and unless within ten (10) days after the service of such notice, shall cease and satisfactory arrangements for the corrections thereof be made, this Contract shall upon the expiration of said ten (10) days, cease and terminate.

In the event of any such termination, the City shall immediately serve written notice thereof upon Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract, providing, however, that if the Surety within fifteen (15) days after serving upon it of a notice of termination does not give the City written notice of its intention to take over and perform the Contract, or does not commence performance thereof within thirty (30) days from the date of serving said notice, the City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, at the expense of the Contractor, and his Surety shall be liable to the City for any excess cost or other damage occasioned the City hereby, and in such event, the City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to the Contractor that may be on the site of the work and be necessary therefore.

7.14 Unforeseen Difficulties

All loss or damage arising out of the nature of the work to be done under the Contract, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the work and in the prosecution of the same, or from the action of the elements, or from encumbrances on the line of the work, shall be sustained by the Contractor.

7.15 Provision for Emergencies

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

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

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

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

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

7.16 Existing Utilities

The Contractor shall notify the various gas, power, telephone, irrigation, or other utility companies or districts, forty eight (48) hours in advance of his intention to begin work so that they may take any necessary protective measures around their facilities. Whenever the improvement requires the relocation or replacement of an existing utility under the contract, this information will be shown on the contract drawings. Unless this notation is shown on the contract drawings, the Contractor shall assume that the utility is to remain in place or be relocated or replaced by others.

The Contractor is responsible for the protection of any utilities and for any damage to any such utility during the prosecution of the work. Any damage to a utility shall be repaired to the satisfaction of the organization owning

the facility. The City reserves the right, is so requested by the owner, to permit the owner to repair such damage, and all expenses of whatever nature arising from such damage shall be borne by the Contractor.

7.17 Preservation of Property

Trees and shrubbery that are not shown on the Plans to be removed, pole lines, fences, signs, survey markers and monuments, buildings, structures, conduits, pipelines, and other improvements and facilities adjacent to the work shall be protected from injury or damage and if ordered by the Engineer, the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored to a condition as good as when the Contractor entered upon the work.

7.18 Cooperation With Others

Nothing contained in these documents shall be interpreted as granting to the Contractor exclusive occupancy of the construction site for the work. Should construction be under way or subsequently begin by other forces or by other Contractors within or adjacent to the limits of the work, or in the vicinity of the work to be done under this contract, the Contractor shall so conduct his operations as to interfere to the least possible extent with the work of such other forces or contractors. If the performance of this contract is likely to be interfered with by the simultaneous performance of some other forces or Contractors, the Engineer shall decide which Contractor shall continue or whether the work can be coordinated so that the contractors may proceed simultaneously.

Any difference or conflicts which may arise between the Contractor and such other forces or contractors, or between the Contractor and subcontractor under him because of delays or hindrance to each other, shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor or force, the Contractor shall on that account have no claim for additional compensation or extra cost against the City.

7.19 Notice to Contractor and Surety

It is acknowledged that nothing in the performance of the Engineer's services in connection with this project implies any undertaking for the benefit of, or which may be enforced by the Contractor, its subcontractors, or the surety of any of them, it being understood that the Engineer's obligations are solely to the City and that, in meeting such obligations, the Engineer may increase the burdens and expenses of the Contractor, its subcontractors, or the surety of any of them.

7.20 Resolution of Contract Disputes

Resolution of contract disputes shall be carried out pursuant to Article 1.5, Chapter 1, Part 3 of Division 2 of the Public Contracts Code, commencing at Section 20104. These sections of the Public Contracts Code prescribe a process utilizing informal conferences, non-binding judicially supervised mediation, judicially supervised arbitration, and trial as the process to resolve disputes. This process relates to claims of three hundred seventy five thousand dollars (\$375,000.00) or less.

SECTION 8 - MEASUREMENT AND PAYMENT

8.01 Payment

The prices paid for the various items in the proposal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and doing all work necessary to complete the finished product as provided in the plans and these specifications.

8.02 Work to be done Without Direct Payment

Whenever it is specified that the Contractor is to do work or furnish materials of any class for which no price is fixed in the Proposal, it shall be understood that he is to do such work or furnish such materials without extra charge or allowance or direct payment of any kind. The cost of doing such work or furnishing such materials is to be included in the price bid for such other items of work as he may consider appropriate.

8.03 Measurement of Quantities

Payment for all work bid at a price per unit of measurement will be based upon the actual quantities of work as measured upon completion. The City does not expressly or by implication agree that the actual amount of work or materials of any class will correspond to the estimated quantities given in the Proposal. The Contractor shall make no claim for anticipated profits, for loss of profit, for damages or for any extra payment because of any difference between the amount of work done or materials furnished and the estimated amount. Item bid on a "Lump Sum", basis shall result in a complete structure, operating plant or system in satisfactory working condition in respect to the functional purpose of the installation and no extra compensation will be allowed for anything omitted but fairly implied.

8.04 Change Order

When alterations in quantities of work for which prices are shown in the Proposal are ordered and performed, the adjustment in the Contract amount shall be determined on the basis of such unit prices as directed in the Standard Specifications. A change order will be prepared by the Engineer and signed by the Contractor and the City to approve the change in the Contract amount. No extra work shall be performed unless a written change order has been issued by the City stating that the extra work is authorized, and no claim for an addition to the Contract amount shall be valid unless so ordered.

Any amount to be paid the Contractor for extra work by reason of a change order shall be determined by one of the following:

- a. Lump Sum Price - An acceptable lump sum proposal from the Contractor.
- b. Unit Prices - Unit prices fixed by agreement between the Engineer and the Contractor.
- c. 1 Force Account - Ordering the Contractor to proceed with the work and keep and present an itemized breakdown of the cost of the change, together with all vouchers therefor. Equipment rental rates for contractor owned equipment shall be per the State of California, Department of

Transportation “Labor Surcharge and Equipment Rental Rates” effective at the time the work was performed. To the totals computed for labor, material, equipment rental, and other services and expenditures authorized by the change order will be added the following percentages for profit and overhead:

Labor	20%
Materials	15%
Equipment Rental	15%
Other Services & Expenditures	15%

There shall be no additional compensation for bonding.

- c. 2 Work by Subcontractor - When all or any part of the extra work is performed by a subcontractor, the markup established in Section 9.04 (c) 1 shall be applied to the subcontractor’s actual cost of such work to which a markup of 5% may be added by the Contractor.

There shall be no additional compensation for bonding.

8.05 Retention of Imperfect Work

If any portion of the work done or materials furnished under the contract shall prove defective or not in accordance with the specifications and contract drawings, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work dangerous or undesirable, or if the removal of such work is impracticable or will create conditions which are dangerous or undesirable, the Engineer shall have the right and authority to retain the work instead of requiring it to be removed and reconstructed, but he shall make such deductions therefor in the payment due the Contractor as may be just and reasonable.

8.06 Liquidated Damages

It is agreed 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 of Loma Linda and that it is and will be impracticable to determine the actual damage which the City of Loma Linda will sustain by reason of such delay, and it is therefore agreed that the Contractor will pay to the City of Loma Linda the sum as specified in the Proposal per day for each and every day’s delay beyond the time prescribed to complete the work; and the Contractor agrees to pay liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Loma Linda may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

The Contractor shall not be assessed with liquidated damages, nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of the public enemy, acts of the Federal Government, City, fire, floods, epidemics, severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of such delay notify the Engineer in writing of the causes of delay, who shall ascertain the fact and extent of the delay, and his finding of the facts thereon shall be final and conclusive.

Acceptance of any progress payment accompanying any estimate without written protest shall be an acknowledgment by the Contractor that the number of accumulated contract days shown on the associated Statement of Working Days is correct.

Progress payments made by the City of Loma Linda to the Contractor after the completion date of the contract shall not constitute a waiver of liquidated damages.

8.07 Progress Payments

All monies due the Contractor under the contract will be paid by a Demand on the City, prepared and approved as required by law, and it is understood that any delay in the preparation, approval and payment of these demands will not constitute a breach of contract on the City.

The Contractor shall, on the first day of each month, submit to the Engineer a written progress estimate of the total amount of work done. The City Engineer will review the estimate and approve it or notify the Contractor of any exceptions. The City shall retain five percent (5%) of the estimated value of the work done and will monthly pay to the Contractor the balance, after deducting all previous payments and all sums to be kept or retained under the provisions of this contract. No such progress payment or estimate shall be required to be made when the total number of working days is thirty (30) or less, or when in the judgment of the Engineer the work is not proceeding in accordance with provisions of the contract, or when the value of the work amounts to less than five hundred dollars (\$500.00). No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

8.08 Final Payment and Release of Retention

After all work has been completed and accepted by the Engineer, the Contractor shall submit a final payment request to the Engineer. The Engineer will determine the quantity of work performed and prepare the final estimate. From this estimate, five percent (5%) will be deducted and retained by the City and the remainder less the amount of all previous payments and any deductions allowed by the Contract will be paid to the Contractor.

At the expiration of thirty five (35) days from the recordation of the Notice of Completion, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment or as may be authorized by the Contract to be further retained.

SECTION 9 - TRAFFIC CONTROL

9.01 General

Attention is directed to Section 7-10, "Public Convenience and Safety", of the Standard Specifications, and these Special Provisions.

Warning signs, lights, and devices for use in performance of work upon highways shall conform to the "Manual of Traffic Controls", 2000 Edition, published by the State of California, and the "Work Area Traffic Control Handbook".

All temporary traffic striping shall be done by the Contractor. Also place temporary tape on all crosswalks.

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public. Convenience access to abutting properties shall be maintained whenever possible and as directed by the Engineer.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, and designated legal holidays, after 3:00 p.m. on Fridays, and the day preceding designated legal holidays, and when construction operations are not actively in progress on working days.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time.

The Contractor shall notify local authorities of his intent to begin work at least five (5) days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

All places of business and residences along the streets that are within the limits of any work shall be notified by the Contractor in writing at least five (5) days prior to commencement of work. This notification shall explain the sequence of work and indicate any restrictions of access. Verbal notification shall be given to all places of business and residences at least eighteen (18) hours in advance of commencing work that will affect access to and from their properties.

9.02 Turn Restrictions

The Contractor shall post appropriate signs restricting turns when directed to do so by the Engineer.

9.03 Parking Restrictions

Unless otherwise provided herein, the Contractor may post temporary "NO PARKING" signs within the area of work as required to facilitate construction operations, subject to approval of the Engineer.

9.04 Traffic Lanes

Traffic lanes shall have a minimum width of ten (10) feet. A minimum shoulder width of two (2) feet shall be provided adjacent to curbs, posts and other similar obstructions, and five (5) feet shall be provided adjacent to any excavation, unless otherwise authorized by the Resident Engineer.

9.05 Public Convenience

During the progress of work, adequate provisions shall be made by the Contractor to accommodate the normal vehicular and pedestrian traffic along streets, roads, and highways, immediately adjacent to or crossing the work, so as to cause a minimum of inconvenience to the general public.

9.06 Lane Closure

The Contractor shall not close more than one (1) lane at a time, and shall not exceed one (1) block in length at a time. The Contractor shall submit traffic control plans and obtain written approval from the Traffic Engineer prior to lane closure.

The Contractor shall furnish, install, and upon completion of the work, remove all signs and warning devices required for directing, protecting, and detouring the public during construction.

Emergency vehicles shall be permitted access at all times to any street.

Unless otherwise authorized by the Engineer, pedestrian access shall be permitted to pass through the work area, or an approved detour shall be provided. Safe and adequate pedestrian access to all business establishments shall be continuous and unobstructed unless otherwise approved by the Engineer.

9.07 Payment

Full compensation for furnishing and installing signs, lights, flares, barricades and other traffic control devices necessary to expedite passage of public traffic through the work area shall be considered as included in various paid items, "Traffic Control" and no additional compensation will be allowed therefore.

The provisions in this Section may be modified or altered if, in the opinion of the Engineer, public traffic will be better served and work expedited. Said modifications or alterations shall not be adopted until approved in writing by the Engineer.

SECTION 10 - MOBILIZATION

10.01 General

Mobilization shall comply with the requirements of Section 9-3.4, "Mobilization", of the Standard Specifications.

10.02 Payment

The contract lump sum price paid for "Mobilization" shall be deemed to include the cost of work in advance of construction operation and not directly attributable to any specific bid item and no additional compensation will be allowed therefore.

ARCHITECTURAL TECHNICAL SPECIFICATIONS