

CITY OF PLACENTIA
CONTRACT DOCUMENTS
FOR
KRAEMER MIDDLE SCHOOL
ATHLETIC FIELD LIGHT REPAIR PROJECT



401 EAST CHAPMAN AVENUE
PLACENTIA, CALIFORNIA 92870
(714) 993-8232

BIDS DUE & OPENING DATE: **09/12/2013**
TIME: **9:00 A.M.**
WORKING DAYS: 15 Working Days

CITY OF PLACENTIA

COMMUNITY SERVICES DEPARTMENT

City Hall
401 E. Chapman Avenue
Placentia, California
(714) 993-8232

REQUIREMENT:

Kraemer Middle School Athletic Field Light Repair Project per the attached specifications and plans.

REGISTRATION: If you are interested in submitting a proposal, it is **IMPERATIVE** that you contact Jonathan Nicks, Deputy Director of Community Services, via email at jnicks@placentia.org or by phone at (714) 993-8232 to officially register as a bidder for this specific solicitation with your company name, address, phone, fax, contact person and email address. Failure to officially register may result in not receiving addenda for the proposal.

PRE-BID MEETING: Monday, September 9, 2013 at 3:30 P.M. at the Kraemer Middle School Athletic Fields, 640 N. Angelina Avenue, Placentia, CA 92870.

DATE OF OPENING: Bids for furnishing the above must be received in the Finance Department, City Hall, 401 E. Chapman Avenue, Placentia, California, by **Thursday, September 12, 2013, at 9:00 a.m.**

SPECIFICATIONS: Attached

NOTE: *If there are any questions relative to this project, please call Jonathan Nicks, Deputy Director of Community Services at:*

CITY OF PLACENTIA
DEPARTMENT OF COMMUNITY SERVICES
401 EAST CHAPMAN AVENUE
PLACENTIA, CALIFORNIA 92870
(714) 993-8232

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SECTION A

NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that the City of Placentia, as CITY invites sealed bids for the below stated project and will receive sealed bids for the materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the Bid Package.

KRAEMER MIDDLE SCHOOL ATHLETIC FIELD LIGHT REPAIR PROJECT

1. Obtaining Bid Documents: A copy of the Bid Package is available electronically on the City of Placentia website at www.placentia.org/kraemermiddle.

2. Bid Opening September 12, 2013 at 9:00 A.M. Sealed bids will be received at all times during normal business hours prior to the Bid Opening, at Office of Purchasing Agent. Bids will be publically opened at the Bid Opening time stated, in Office of Purchasing Agent (Administrative Conference Room), or as otherwise posted or declared. The **outside** of the sealed envelope of each bid submitted shall be clearly marked: **“KRAEMER MIDDLE SCHOOL ATHLETIC FIELD LIGHT REPAIR PROJECT.”**

3. Contractor's License: In accordance with provisions of Section 3300 of the California Public Contract Code, the CITY has determined that the Contractor shall possess a valid C-10 Electrical Contractor's License. Failure to possess such license may render the bid non-responsive and bar the award of the contract to that non-responsive Bidder. The successful Contractor and his/her subcontractors will be required to possess business licenses from the CITY.

4. Prevailing Wages: In accordance with the provisions of Section 1770, *et seq.*, of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all persons employed on the project by the Contractor sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents can be reviewed in the office of the City Clerk or may be obtained from the State.

5. Bid Security: None

6. Payment Bond and Performance Bond: A Payment Bond and a Performance Bond, each in the amount of 100% of the annual contract amount, will be required of the Contractor.

8. Retention: In accordance with the Contract, five percent (5%) of any progress payment will be withheld as a retention. Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, approved securities equivalent to the amount withheld may be deposited with the AGENCY or with a state or federally chartered bank as the escrow agent, and AGENCY shall then pay such moneys to the Contractor. Refer to the Contract for further clarification.

9. Contact Person: Questions regarding this Notice Inviting Bids shall be in writing directed to: Jonathan Nicks, Deputy Director of Community Services 714-993-8232.

10. Bidder Registration: If you are interested in submitting a proposal, it is IMPERATIVE that you contact Jonathan Nicks, Deputy Director of Community Services, via email at jnicks@placentia.org or by phone at (714) 993-8232 to officially register as a bidder for this specific solicitation with your company name, address, phone, fax, contact person and email address. Failure to officially register may result in not receiving addenda for the proposal.

THE AGENCY RESERVES THE RIGHT TO REJECT ANY BID OR ALL BIDS AND TO WAIVE ANY INFORMALITY OR IRREGULARITY IN ANY BID AND TO TAKE ALL BIDS UNDER ADVISEMENT FOR A MAXIMUM PERIOD OF 60 DAYS. ANY CONTRACT AWARDED WILL BE LET TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER. NO BID SHALL BE CONSIDERED UNLESS IT IS PREPARED ON THE APPROVED PROPOSAL FORMS IN CONFORMANCE WITH THE INSTRUCTIONS TO BIDDERS.

By order of the CITY OF PLACENTIA, CALIFORNIA,

Tania Moreno
Deputy City Clerk

PUBLISH: August 29 & September 5, 2013

INSTRUCTIONS TO BIDDERS

PROPOSAL FORMS

Bids shall be submitted in writing on the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will not consider any proposal not meeting these requirements.

PROPOSAL GUARANTEE

Proposals must be accompanied by a proposal guarantee consisting of a certified or cashier's check or bid bond payable to the AGENCY in the amount not less than 10 percent of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the AGENCY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

PROPOSAL SIGNATURE

If the proposal is made by an individual, it shall be signed and his full name with his address shall be given; if it is made by a firm, it shall be signed with the copartnership name by a member of the firm who shall sign his own name and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope clearly marked on the outside, "SEALED BID KRAEMER MIDDLE SCHOOL ATHLETIC FIELD LIGHT REPAIR PROJECT- IN THE CITY OF PLACENTIA, - DO NOT OPEN WITH REGULAR MAIL." Proposals may be mailed or delivered by a messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY'S designated official prior to the bid opening time stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered.

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the AGENCY'S designated official prior to the bid opening time stipulated in the Notice Inviting Sealed Bids. Proposals may not be withdrawn after said time without forfeiture of the proposal guarantee. The withdrawal of the proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

IRREGULAR PROPOSALS

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

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor. The successful bidder shall be licensed in accordance with the provisions of the State Business and Professions Code and shall possess a California Contractors License Class A at the time the contract is awarded.

DISCREPANCIES AND MISUNDERSTANDINGS

Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the AGENCY by September 10, 2013 at 12:00 p.m., prior to the bid opening, and clarified prior to the submission of proposals.

REFERENCES

All reference information called for in the bid proposal must be submitted with the bid proposal.

LISTING OF SUBCONTRACTORS

Bidders shall list in the bid proposal the name and place of business of each subcontractor who will perform work or labor or render services for the Contractor in an amount in excess of one-half of one percent of the Contractor's total bid.

EQUIVALENT MATERIALS

Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the AGENCY prior to the opening of bids. Requests for consideration of equivalents must be submitted in writing allowing sufficient time for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the AGENCY.

LEGAL RESPONSIBILITIES

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

Additionally, any bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the labor code

for each craft, classification, or type of workman required as set forth by the Director of Industrial Relations of the State of California.

SUBMISSION OF BONDS AND INSURANCE

The successful bidder will be required to furnish the necessary bonds and insurance to the AGENCY within 10 working days from the award of contract. The successful bidder shall provide a certificate stating that the bonding company is admitted to do business in the State of California. This certification may be obtained from the Executive Officer and Clerk of the Superior Court at the following address & phone:

Orange County Superior Court
Probate Court Operations
341 The City Drive
P.O. Box 14171
Orange, CA 92613-1571
(714) 935-6061, Contact Linda C. Wallace

Prior to the issuance of the Notice to Proceed, the AGENCY must be furnished with a *Policy Endorsement*, from the successful bidder's insurance company, naming the AGENCY as an additional insured.

PAYMENT BOND AND PERFORMANCE BOND:

A Payment Bond and a Performance Bond, each in the amount of 100% of the annual contract amount, will be required of the contractor.

AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the AGENCY. Additionally, the AGENCY reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period of 30 days, all as may be required to provide for the best interests of the AGENCY. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the bidder to whom the award is contemplated. All bids will be compared with the Engineer's Estimate.

ADDENDA

The effect of all addenda to the contract documents shall be considered in the bid package and said addenda shall be made part of the contract documents and shall be returned with the bid package. Failure to submit any such addenda with the bid package may render the bid irregular and may result in its rejection by the AGENCY.

BID PROTEST

To be considered timely, a bid protest must be filed within the following time limits:

- (a) Protests based upon alleged defects or improprieties in the bid documents shall be filed prior to the date of bid opening.
- (b) All other protests must be filed within five calendar days after the protester knew or should have known the basis of the protest, but no later than five calendar days after the date of when the Bids were due to the AGENCY.

BIDDER: _____

PROPOSAL
FOR
KRAEMER MIDDLE SCHOOL
ATHLETIC FIELD LIGHT REPAIR PROJECT
IN THE CITY OF PLACENTIA

TO THE CITY OF PLACENTIA, as AGENCY

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

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump-sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump-sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10-working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Accompanying this proposal of bid, find _____ in the amount of \$_____ which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

BIDDER: _____

Bidder shall signify receipt of all Addenda here, if any:

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>

BIDDER: _____

BID SCHEDULE

**KRAEMER MIDDLE SCHOOL
ATHLETIC FIELD LIGHT REPAIR PROJECT**

IN THE CITY OF PLACENTIA

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	Mobilization / Demobilization	L.S.	1	\$	\$
2.	Bond	L.S.	1	\$	\$
3.	Insurance	L.S.	1	\$	\$
4.	Electrical Improvements	L.S.	1	\$	\$
5.	Fine Grade & Sod Trench Lines	L.S.	1	\$	\$
TOTAL BASE BID SCHEDULE IN FIGURES					\$
TOTAL BASE BID SCHEDULE IN WORDS _____ _____					

BIDDER: _____

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Telephone _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

Federal Employer Identification Number _____

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

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal, or any firm, corporation, partnership or joint venture of which any principal having an interest in this proposal was an owner, corporate officer, partner, or joint venturer are as follows:

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

BIDDER: _____

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

BIDDER: _____

The undersigned declares under penalty of perjury under the laws of the State of California that the representatives made hereto are true and correct.

Contractor's Signature

Printed Name

Note: All signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

BIDDER: _____

REFERENCES

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

1. _____
Name and Address of Owner

Name and telephone number of person familiar with project

Contract amount Type of work Date completed

2. _____
Name and Address of Owner

Name and telephone number of person familiar with project

Contract amount Type of work Date completed

3. _____
Name and Address of Owner

Name and telephone number of person familiar with project

Contract amount Type of work Date completed

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

BIDDER: _____

BIDDER'S STATEMENT

Bidder understands and agrees that this written proposal, or any part thereof specifically designated and accepted by the City of Placentia, shall constitute the entire agreement between bidder and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with signature and official seal, noting thereon the action of approval of the Council, signed by the City Attorney, denoting approval of the form of this document and when it or any exact copy of it has been either delivered to bidder or deposited with the United States Postal Service properly addressed to bidder with the correct postage affixed thereto. Bidder further agrees that, upon delivery as defined above of the accepted agreement, he will furnish City all required bonds and insurance certificates within ten (10) days, excluding Saturdays, Sundays and legal holidays, or the funds, check, draft, or bidder's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to delay and other causes suffered by City because it is distinctly agreed that the proof of damages actually suffered is difficult to ascertain; otherwise, said funds, check, drafts, or bidder's bond substituted in lieu thereof shall be returned to the undersigned.

All the terms contained in the specifications and scope of work are to be incorporated by reference into this agreement and are made specifically a part of this bid.

Name of Firm: _____ Phone No. (____) _____

Name of Firm

Signature of Bidder

Title

BIDDER: _____

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____ has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Bid. Signing this Bid on the signature portion thereof also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

SUBCONTRACTING

Pursuant to the Standard Specifications, the Contractor shall perform with his own organization contract work amounting to not less than fifty (50) percent of the original contract price.

BIDDER: _____

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 101232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Firm

Signature of Bidder

Title

BIDDER: _____

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BIDDER: _____

UTILITY AGREEMENT

**HONORABLE MAYOR AND CITY COUNCIL
CITY OF PLACENTIA, CALIFORNIA**

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **“KRAEMER MIDDLE SCHOOL ATHLETIC FIELD LIGHT REPAIR PROJECT”** (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term “Qualified Person” is defined in Title 8, California Administrative Code, Section 2700, as follows:

“Qualified Person: *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved.”*

The undersigned also promises and agrees that all such work shall be performed in accordance with all applicable electrical utility company’s requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

Contractor _____

By _____

Title _____

Date: _____

DISQUALIFICATION QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes No

If the answer is yes, explain the circumstances in the space provided.

NOTE: This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this Questionnaire.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NONCOLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER: _____

NONCOLLUSION AFFIDAVIT

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares 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 thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed under penalty of perjury:

Signature

Date

Printed Name

Title

BIDDER: _____

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

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

Contractor

By

Title

Date: _____

BIDDER: _____

UNDERGROUND SERVICE ALERT
IDENTIFICATION NUMBER

(To be completed only by the awarded Contractor prior to excavation)

No excavation will be permitted until this form is completed and returned to the AGENCY.

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to Excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **1-800-422-4133** a minimum of two working days before scheduled excavation.

Dig Alert Identification Number: _____

Contractor

By

Title

Date: _____

Note: *This form is required for every **Dig Alert Identification Number** issued by U.S.A. during the course of the Work. Additional forms may be obtained from the AGENCY upon request.*

RESPONSIBLE BIDDER – SUPPLEMENTAL QUESTIONNAIRE

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

_____ Years

2. What is your firm’s Average Gross Revenue for the last three years?

\$ _____

3. Is your firm currently the debtor in a bankruptcy case?

Yes No

If “ yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number	Bankruptcy Court	Date Filed
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4. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

Yes No

If “ yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

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

Yes No

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

Yes No

7. Has your firm ever defaulted on a construction contract?

Yes No

If “yes,” explain on a separate page.

8. In the last five years has your firm, or any firm with which any of your company’s owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes No

If “yes,” explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

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

Yes No

If “yes,” on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

10. In the past five years, has any claim against your firm concerning your firm’s work on a construction project, been filed in court or arbitration?

Yes No

If “yes,” on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

11. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?

Yes No

If “yes,” on a separate page identify the claim by providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

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

Yes No

13. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

14. Has your firm or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

Yes No

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

Yes No

If “yes,” explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

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

Yes No

If “yes,” identify on a separate page, the person or persons convicted, the court and case number, the crimes, and the year convicted.

17. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

_____ %

18. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm has no surety bond in place during a public construction project when on was required?

Yes No

19. Has CAL OSHA cited and assessed penalties against the General Contractor or its associates for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

Yes No

If “yes,” on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHAB decision.

20. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor or its associates in the past five years?

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)

Yes No

If “yes,” on separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

21. Has there been more than one occasion during the last five years in which the General Contractor or its associates was required to pay either back wages or penalties for failure to comply with the **state’s** prevailing wage laws?

Yes No

If “yes,” on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid on the amount of back wages and penalties that were assessed.

22. During the last five years, has there been more than one occasion in which the General Contractor or its associates have been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

Yes No

If “yes,” on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

BIDDER: _____

**DESIGN ENGINEER MAY NOT BID ON
CONSTRUCTION CONTRACT**

No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons(s), through joint ownership or otherwise.

ACKNOWLEDGED this _____ day of _____ at

_____ .

Authorized Signature

Position

Company

BIDDER: _____

NOTICE OF AFFIRMATIVE ACTION

“NOTICE”

By submitting a proposal on any job or entering into any contractual agreement with the City of Placentia, the undersigned agrees not to discriminate in employment decisions against any person on account of race, creed, national origin, ethnic background, color, sex, age, or handicap in performing the work required under this proposal.

ACKNOWLEDGED this _____ day of _____, 20____, at _____.

Authorized Signature

Position

Company

BIDDER: _____

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is yes, explain the circumstances in the space provided.

Note: This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this questionnaire.

SECTION D

SAMPLE AGREEMENT

AGREEMENT

KRAEMER MIDDLE SCHOOL ATHLETIC FIELD LIGHT REPAIR PROJECT

THIS AGREEMENT is made and entered into this ___ day of _____, 2013, by and between the CITY OF PLACENTIA, hereinafter referred to as "City" and _____, a California Corporation, hereinafter referred to as "Contractor." City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, City and Contractor agree as follows:

1. General Conditions.

Contractor certifies and agrees that all the terms, conditions, and obligations of the Agreement Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Agreement based upon Contractor's investigation of all such matters and is in no way relying upon City's opinions or representations. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City of this and shall not proceed with further work under this Agreement until written instructions are received from the City.

The Parties agree that this Agreement represents the entire agreement between the Parties. The Agreement Documents are defined as and include the Notice to Contractors and Invitation for Bids, the Instructions to Bidders, the Contract Documents, the Contractor's Proposal, the General Provisions, the Special Provisions, the Specifications and Drawings, any of the other Contract Documents and all addenda issued by City with respect to the foregoing prior to the opening of bids. The Parties agree that the Agreement Documents are each incorporated into this Agreement by reference, with the same force and effect as if the same were set forth at length herein, and that Contractor and its subcontractors, if any, will be and are bound by any and all of the Agreement Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Agreement.

"Project" as used herein defines the entire scope of the work covered by all the Agreement Documents. Anything mentioned in the Specifications and not indicated in the Drawings, or indicated in the Drawings and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Drawings or Specifications, the matter shall be immediately submitted to the City without whose decision Contractor shall not adjust the discrepancy save only at Contractor's own risk and expense. The decision of the City shall be final.

2. Materials and Labor.

Contractor shall furnish, under the conditions expressed in the Agreement Documents, at Contractor's own expense, all labor and materials necessary, except such as are mentioned in the

Specifications to be furnished by City, to construct and complete the Project, in good workmanlike and substantial order. If Contractor fails to pay for labor or materials when due, City may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, City may settle them directly and deduct the amount of payments from the Agreement price and any amounts due to Contractor. In the event City receives a stop notice from any laborer or material supplier alleging non-payment by Contractor, City shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees. Nothing in this Agreement shall be deemed to limit the legal and/or equitable remedies available to City.

3. Project.

The Project is described as:

**KRAEMER MIDDLE SCHOOL
ATHLETIC FIELD LIGHT REPAIR PROJECT**

4. Plans and Specifications.

The work to be done is shown in a set of Drawings and Specifications entitled:

**KRAEMER MIDDLE SCHOOL
ATHLETIC FIELD LIGHT REPAIR PROJECT**

The Drawings and Specifications and any revisions and amendments of addenda thereto are incorporated herein as part of this Agreement and referred to by reference.

5. Time of Commencement and Completion.

Contractor agrees to commence the Project on the date set forth in the “Notice to Proceed” sent by City and shall diligently prosecute the work to completion within **fifteen (15) working days** from the date of the “Notice to Proceed” issued by City excluding delays caused or authorized by City as set forth in sections 8, 9, and 10 hereof.

6. Legal Relationship between the Parties.

A. The legal relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, agents, and subcontractors shall act in an independent capacity and shall not act as City officers, employees, or agents. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor’s exclusive direction and control. Neither City nor any of its officers, employees, agents, or subcontractors shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, agents, or subcontractors shall not maintain an office or any other type of fixed business location at City’s offices.

B. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Contractor, its officers, employees, agents, or subcontractors in connection with any performance under this Agreement. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents, or subcontractors for injury or sickness arising out of performing Services hereunder.

7. Time is of the Essence.

Time is of the essence of this Agreement. As required by the Agreement Documents, Contractor shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of Contractor's work in conformance with an approved construction progress schedule. Contractor shall coordinate the work covered by this Agreement with that of all other contractors, subcontractors and City, in a manner that will facilitate the efficient completion of the entire work in accordance with section 5 herein. City shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of Contractor on the premises.

8. Excusable Delays.

Contractor shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather which exceeds the number of calendar days estimated by City and set forth in section 5 hereof; damages caused by fire or other casualty for which Contractor is not responsible; any act, neglect, or default of City; failure of City to make timely payments to Contractor; late delivery of materials required by this Agreement to be furnished by City; combined action of the workers in no way caused by or resulting from default or collusion on the part of Contractor; a lockout by City; or any other delays reasonably unforeseen by Contractor and beyond Contractor's reasonable control.

City shall extend the time fixed in section 5 for completion of the Project by the number of days Contractor has thus been delayed, provided that Contractor presents a written request to City for such time extension within fifteen (15) days of the commencement of such delay and City finds that the delay is justified. City's decision will be conclusive on the Parties to this Agreement. Failure to file such request within the time allowed shall be deemed a waiver of the claim by Contractor.

No claims by Contractor for additional compensation or damages for delays will be allowed unless Contractor satisfies City that such delays were unavoidable and not the result of any action or inaction of Contractor and that Contractor took all available measures to mitigate such damages.

9. Extra Work.

The Agreement price as set forth in section 13, includes compensation for all work performed by Contractor, unless Contractor obtains a written change order signed by City's designated representative specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in section 10 hereof.

City shall extend the time fixed in section 5 for completion of the Project by the number of days reasonably required for Contractor to perform the extra work, as determined by the City. The decision of the City shall be final.

10. Changes in Project.

- A. City may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement, including but not limited to changes:
 - 1. In the Drawings and Specifications;
 - 2. In the time, or in the method or manner of performance of the work;
 - 3. In City-furnished facilities, equipment, materials, services, or site; or
 - 4. Directing acceleration in the performance of the work.
- B. A change order shall also be any other written order (including direction, instruction, interpretation, or determination) from City which causes any change, provided Contractor gives City written notice stating the date, circumstances, and source of the order and that Contractor regards the order as a change order.
- C. Except as provided in this section, no order, statement, or conduct of City or its representatives shall be treated as a change under this section or entitle Contractor to an equitable adjustment.
- D. If any change under this section causes an increase or decrease in Contractor's actual direct cost or the time required to perform any part of the work under this Agreement, whether or not changed by any order, City shall make an equitable adjustment and modify this Agreement in writing. Except for claims based on defective specifications, no claim for any change under paragraph (B) above shall be allowed for any costs incurred more than 20 days before Contractor gives written notice as required in paragraph (B). In the case of defective specifications for which City is responsible, the equitable adjustment shall include any increased direct cost Contractor reasonably incurs in attempting to comply with those defective specifications.
- E. If Contractor intends to assert a claim for an equitable adjustment under this section, it must, within 15 days after receipt of a written change order under paragraph (A) or the furnishing of a written notice under paragraph (B), submit a written statement to City setting forth the general nature and monetary extent of such claim. City may extend the 15-day period. Any such extension shall be valid only if in writing. Contractor may include the statement of claim in the notice under paragraph (B) of this section.
- F. No claim by Contractor for an equitable adjustment shall be allowed if made after final payment under this Agreement.

- G. Contractor hereby agrees to make any and all changes, furnish the materials, and perform the work that City may require without nullifying this Agreement. Contractor shall adhere strictly to the Drawings and Specifications unless a change there from is authorized in writing by City. Under no condition shall Contractor make any changes to the Project, either in additions or deductions, without the written order of City, and City shall not pay for any extra charges made by Contractor that have not been agreed upon in advance in writing by City. Contractor shall submit immediately to City written copies of its firm's cost or credit proposal for any change in the work. Disputed work shall be performed as ordered in writing by City and the proper cost or credit breakdowns therefor shall be submitted without delay by Contractor to City.

11. Ownership of Documents.

The documents and study materials for this project shall become the property of City upon the termination or completion of the work. Contractor agrees to furnish to City copies of all memoranda, correspondence, computation, and study materials in its files pertaining to the work described in this Agreement, which is requested in writing by City.

12. Liquidated Damages for Delay.

The Parties agree that if the total work called for under this Agreement, in all parts and requirements, is not completed within the time specified in section 5 plus the allowance made for delays or extensions authorized under sections 8, 9, and 10, City will sustain damage which would be extremely difficult and impracticable to ascertain. The Parties therefore agree that Contractor shall pay to City the sum of **Five Hundred Dollars (\$500.00) per day**, as liquidated damages, and not as a penalty, for each and every calendar day during which completion of the Project is so delayed. The Parties agree that if the interim completion requirements are not reached within the time specified in the Drawings and Specifications, plus the allowances made for delays and extensions under the terms of this Agreement, Contractor shall pay City the sum of **Five Hundred Dollars (\$500.00) per day**, as liquidated damages, and not as a penalty for each day of delay in reaching the interim completion date(s). Contractor agrees to pay such liquidated damages and further agrees that City may offset the amount of liquidated damages from any monies due or that may become due Contractor under this Agreement.

13. Agreement Price and Method of Payment.

City agrees to pay and Contractor agrees to accept as full consideration for the faithful performance of this Agreement, subject to any subsequent additions or deductions as provided in approved change orders, the sum of \$_____ as itemized in Contractor's Proposal attached as Exhibit "A" hereto.

Within thirty (30) days from the commencement of work and the receipt by City of Contractor's invoice, there shall be paid to Contractor a sum equal to ninety percent (90%) of the value of the actual work completed plus a like percentage of the value of material suitably stored at the worksite or approved storage yards subject to or under the control of City, since the commencement of the work as determined by City.

Thereafter, Contractor may submit monthly statements requesting payment based upon

the value of the work completed and materials used. The monthly statements must include a detailed breakdown of all work completed and materials used during the period covered by the statement, as may be required by City. Upon approval of such payment request by City, payment shall be made to Contractor for ninety percent (90%) of the work completed and materials used. City shall retain ten percent (10%) of the amount of each such progress estimate and material cost until the Final Payment.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the City, stating that the work for which payment is demanded has been performed in accordance with the terms of this Agreement and that the amount stated in the certificate is due under the terms of this Agreement. Partial payments on the Agreement price shall not be considered as an acceptance of any part of the work.

The City may withhold all or part of any progress payments to such extent as may be necessary to protect the City from losses on account of:

- A. Defective work not remedied;
- B. Claims filed or reasonable evidence indicating probable filing of claims;
- C. Failure of the Contractor to make payments properly to subcontractors for material or labor;
- D. A reasonable doubt that the contract can be completed for the balance then paid;
- E. Damage to another contractor; and/or
- F. Default of the Contractor in the performance of the terms and/or conditions of the Contract.

Any subcontractor, material supplier, or workman, or anyone else having any claim against the Contractor for or on account of work done or material furnished for the performance of the work provided for hereunder, may give notice of said claim and of the amount thereof to the City, who may, but shall not be obliged to, thereupon withhold any and all payments due or to become due thereafter to the Contractor until said claims are adjusted and paid. The provisions of this article shall not lessen or diminish, but shall be in addition to, the right or duty of the City to withhold any payments under the provisions of the laws of the State of California requiring the withholding of sums due to the Contractor.

14. Substitution of Securities in Lieu of Retention of Funds.

Pursuant to Public Contract Code section 22300 et seq., Contractor shall be entitled to post approved securities with City or an approved financial institution in order to have City release funds retained by City to insure performance of this Agreement. Contractor shall be required to execute an addendum to this Agreement together with escrow instructions and any other documents in order to effect this substitution.

15. Completion.

Within ten (10) days after the Agreement completion date of the Project, Contractor shall file with the City its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if

any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. City may require affidavits or certificates of payment and/or releases from any subcontractor, laborer, or material supplier.

Upon receipt of Contractor's affidavit, City shall prepare a Final Closeout agreement setting forth the particular details of the completed project, including but not limited to, description and amount of all change orders, the final amounts of the Agreement, as amended, and the identification of any unresolved claims or disputes. Upon receipt of a duly executed Final Closeout agreement, City shall submit the project and the agreements to the City Council for acceptance of the job as complete, and approval of the Final Closeout agreement.

16. Contractor's Employees Compensation

A. General Prevailing Rate:

City has ascertained from the State of California Director of Industrial Relations, the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Agreement, and copies of the same are on file in the City offices. Contractor agrees that no less than these prevailing rates shall be paid to workers employed on this public works contract as required by California Labor Code section 1774. If both Federal and State wage rates are otherwise applicable, then the higher of the two shall prevail.

B. Forfeiture for Violation:

Contractor shall, as a penalty to City, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by Contractor or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with California Labor Code sections 1770 through 1780 for the work provided for in this Agreement, all in accordance with California Labor Code section 1775.

C. Apprentices:

California Labor Code sections 1777.5, 1777.6, and 1777.7, regarding the employment of apprentices are applicable to this Agreement and Contractor shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more, twenty (20) working days or more, or if contracts of specialty contractors not bidding for work through the general or prime contractor are two thousand dollars (\$2,000.00) or more or five (5) working days or more.

D. Workday:

In the performance of this Agreement, not more than eight (8) hours shall constitute a day's work, and Contractor shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except

as provided in paragraph (B) above. Contractor shall conform to California Labor Code section 1810 et seq., and shall forfeit to City as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of work pursuant to this Agreement by Contractor or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of such provision. Contractor shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with this Project.

E. Record of Wages; Inspection:

Contractor agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. All payroll records shall be certified as accurate by the applicable Contractor or subcontractor or its agent having authority over such matters. Contractor further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with California Labor Code section 1776 et seq.

17. Surety Bonds.

Contractor shall, before entering upon the performance of this Agreement furnish bonds approved by City's Attorney; one in the amount of One Hundred Percent (100%) percent of the contract price bid to guarantee the faithful performance of the work, and the other in the amount of One Hundred Percent (100%) of the contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by City. Bonds must be issued by a surety authorized by the State Insurance Commissioner to do business in California. The labor and material bond shall be maintained by Contractor in full force and effect until the work has been completed and accepted by City and all claims for labor and material have been paid. The performance bond shall remain in full force and effect through the warranty period. All bonds required to be submitted relating to this Agreement must comply with California Code of Civil Procedure section 995.630. Each bond shall be executed in the name of the surety insurer, under penalty of perjury, or the fact of execution of each bond shall be duly acknowledged before an officer authorized to take and certify acknowledgements, and either one of the following conditions shall be satisfied:

- A. A copy of the transcript or record of the unrevoked appointment, power of attorney, by-laws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer entitling or authorizing the person who executed the bond to do so for and on behalf of the insurer, is on file in the Office of the County Clerk of the County of Orange; or
- B. A copy of a valid power of attorney is attached to the bond.

18. Insurance.

- A. Contractor is aware of the provisions of California Labor Code section 3700 which requires every employer to be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of that Code and will comply with such provisions before commencing the performance of the work of this Agreement.
- B. Contractor and all subcontractors shall carry workers' compensation insurance for the protection of their respective employees during the progress of the work. The insurer shall waive its rights of subrogation against City, its officers, agents, and employees and shall issue an endorsement certificate to the policy evidencing same.
- C. Contractor agrees that it shall, at all times during the term of this Agreement, carry on all operations hereunder, comprehensive or commercial general liability insurance, including bodily injury, death, and property damage, and automotive operations. All insurance coverage of the above-required types, shall be in amounts specified by City in the Insurance Requirements, set forth in Subparagraph E below, and in the Bid Documents, and shall be evidenced by the issuance of a certificate in a form prescribed by City and shall be underwritten by insurance companies satisfactory to City for all operations, subcontract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles. All insurance coverage obtained by Contractor, excepting workers' compensation coverage, shall name City, its City Council Members, Officers, Agents, Employees, Engineers, and Contractors for this Agreement, as determined by City, as additional insured by endorsement to the policies.
- D. Before Contractor performs any work at, or prepares or delivers materials to, the site of construction, Contractor shall furnish certificates of insurance evidencing the foregoing insurance coverages and such certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled without thirty (30) days' written notice to City.
- E. Contractor shall maintain all of the foregoing insurance coverages in force until the work under this Agreement is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of City by Contractor under section 19 of this Agreement. Notwithstanding nor diminishing the obligations of Contractor with respect to the foregoing, Contractor shall subscribe for and maintain in full force and effect during the life of this Agreement, the following insurance in amounts not less than the amounts specified and issued by a company admitted in California and having an A.M. Best's Guide Rating of "A-" Class VII or better. City recognizes that State Compensation Insurance Fund has withdrawn from participation in the A.M. Best's Rating Guide process. Nevertheless, City will accept State Compensation

Insurance Fund for the required policy of worker's compensation insurance, subject to City's option, at any time during the term of this Contract, to require a change in insurer upon twenty (20) days' written notice. Further, City will require Contractor to substitute any insurer whose rating drops below the levels herein specified. The substitution shall occur within twenty (20) days of written notice to Contractor, by City or its agent.

Contractor shall maintain the following insurance:

1. Workers' Compensation, in accordance with the Workers' Compensation Act of the State of California in at least the minimum amounts required by law.
2. Public Liability in the form of either Comprehensive General Liability or Commercial General Liability written on a per occurrence basis in the amount of either: \$1,000,000 Combined Single Limit, per occurrence for bodily injury, death, and property damage; or \$1,000,000 per occurrence with \$1,000,000 aggregate for bodily injury, death, and property damage; or \$1,000,000 aggregate, separate for this project for bodily injury, death and property damage
3. Automobile Liability, including non-owned and hired vehicles in the amount of \$1,000,000 combined single limit per occurrence.

City or its representatives shall at all times have the right to inspect and receive the original or a certified copy of all said policies of insurance, including certificates and endorsements. Contractor shall pay the premiums on the insurance hereinabove required.

19. Indemnity.

Contractor agrees to save, indemnify, and keep City, its Council Members, Officers, Agents, Employees, Engineers, and Contractors for this Agreement, harmless against any and all liability, claims, judgments, costs, and demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the negligence or willful misconduct of City and will make good to and reimburse City for any expenditures, including reasonable attorneys' fees, City may incur by reason of such matters, and if requested by City, will defend any such suits at the sole cost and expense of Contractor. Contractor further agrees to promptly pay any judgment rendered against the Contractor or City covering such liability, claims, costs, and demands arising out of the obligations herein undertaken or out of the operations conducted by Contractor.

In the event Contractor or its insurer refuses or fails to provide a legal defense to City after receiving written notice of the legal action and a tender and demand for defense, City shall have the right to select counsel of its own choice to represent all City's interests. Contractor agrees that the amount of legal costs and expenses including attorneys' fees may be withheld by City from any Agreement amounts due and owing to Contractor until such time as a final determination is made as to the responsibility for payment of the fees and costs.

20. Termination.

- A. City may terminate this Agreement for its convenience at any time, in

whole or in part, without cause, by giving Contractor written notice thereof.

- B. City may terminate this Agreement for Contractor's default if a federal or state proceeding for the relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, or if Contractor breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by City. Contractor shall be liable for any and all reasonable costs incurred by City as a result of such default including, but limited to, procurement costs of the same or similar services defaulted by Contractor under this Agreement.
- C. If City terminates this Agreement, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for unperformed services or work, or for anticipated profit on unperformed services or other work, and (2) any payment due to Contractor at the time of termination may be adjusted to cover any additional costs to City because of Contractor's default. The equitable adjustment shall include a reasonable profit for services or other work performed, but no adjustment will be allowed for anticipated profits. The equitable adjustment for any termination shall provide for payment to Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Thereafter Contractor shall have no further claims against City under this Agreement.
- D. Upon receipt of a termination notice, Contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Contractor in performing this Agreement whether completed or in process.
- E. Upon termination, City may take over the work and may award another party an agreement to complete the work under this Agreement.

21. Waiver.

Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

22. Notices.

25. Assignments.

No assignment by Contractor of this Agreement or any part hereof, or of funds to be received hereunder, will be recognized by City unless such assignment has had prior written approval and consent of City and the surety.

26. Successors in Interest.

This Agreement shall be binding upon and ensure to the benefit of the Parties' successors and assignees.

27. Compliance with Law.

Contractor certifies by the execution of this Agreement that it pays employees not less than the minimum wage as defined by law, and that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that Contractor is in compliance with all federal and state laws, local directives, and executive orders regarding non-discrimination in employment; and that Contractor agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

28. Jurisdiction.

This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court, as appropriate, with jurisdiction over the City of Placentia.

29. Dispute Resolution.

City and Contractor shall comply with the provisions of California Public Contracts Code section 20104 et seq., regarding resolution of construction claims for any claims which arise between City and Contractor.

30. Safety and Health.

Contractor acknowledges the provisions of California Labor Code section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. City shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger or hazard to any and all employees. In the event City identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the worksite, City is hereby authorized to order the immediate abatement of that actual or threatened condition pursuant to this section. City may also, at its sole authority and discretion, issue an immediate stop work order to Contractor to ensure that no employee working at the worksite is exposed to a dangerous or hazardous condition. Any stop work order issued by City to Contractor in accordance with the provisions of this section, shall not give rise

to any claim or cause of action for delay damages by Contractor or Contractor's agents or subcontractors against City.

31. Agreement Execution Authorization.

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this document.

32. Entire Agreement.

This Agreement constitutes the entire understanding and agreement of the Parties hereto and supersedes all previous negotiations, discussions, and agreements between the Parties with respect to the subject matter hereof. No parole evidence shall be permitted to contradict or vary the terms of this Agreement.

33. Severability.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be invalid under the applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement.

34. Conflicts.

To the extent that there is any conflict between the provisions of this Agreement and the City's Request for Proposals, the Contractor's Proposal and/or any of the other Agreement Documents, the terms and conditions of this Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first hereinabove written.

CITY OF PLACENTIA

By: _____
Troy L. Butzlaff, City Administrator

ATTEST:

By: _____
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

By: _____
Andrew V. Arczynski, City Attorney

CONTRACTOR:

By _____

By _____

CONTRACT PERFORMANCE BOND
(FAITHFUL PERFORMANCE BOND)
(CALIFORNIA PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the _____ (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Contractor"), a Contract for the work described as follows:

Furnish all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents for the construction of right turn lane, construction of A. C. Street Pavement, modification of traffic signal, landscape modification, warning signs, barricades, traffic control, traffic striping and all appurtenant related work,

(hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated _____ (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the in the sum of Dollars (\$_____) said sum being not less than one-hundred percent (100%) of the total amount payable by the said obligee under the terms of the said Public Work's Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounden Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Public Work Contract and any alteration thereof made as therein provided, on his/her or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one-year guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said Surety will pay to Obligee a reasonable attorneys fee to be fixed by the Court.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its

obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day of 2013.

PRINCIPAL: _____

By: _____

SURETY: _____

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged, \$_____. (The above must be filled in by corporate surety.)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Departments most current list (Circular 570 as amended). THIS IS A REQUIRED FORM.

LABOR AND MATERIAL BOND
(100% OF CONTRACT PRICE)

KNOW ALL MEN BY THESE PRESENTS, that _____, hereinafter referred to as "CONTRACTOR", as a PRINCIPAL, and _____, as SURETY, are hand and firmly bound unto the CITY OF PLACENTIA, CALIFORNIA, hereinafter referred to as "CITY", in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas said CONTRACTOR has been awarded and is about to enter into the annexed contract with said CITY for «title» and is required by said CITY to give this bond in connection with the execution of said contract;

NOW THEREFORE, if said CONTRACTOR or subcontractor in said contract, fails to pay for any materials, provisions, provender or other supplies or teams, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said SURETY will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court. This bond shall inure to the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California;

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 of extension of said contract is hereby waived by said SURETY.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____
day of _____, 20__.

_____ CONTRACTOR	_____ SURETY
by: _____	by: _____
_____ Title	_____ Title
by: _____	_____ Address
_____ Title	_____ Title
(SEAL)	(SEAL)

Instructions: If the Contractor is a corporation, the agreement must be executed in the corporate name and signed by the President or a Vice President and the Secretary or Assistant Secretary, and the Corporation Seal affixed. If the Contractor is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. All bond signatures must be notarized. The standard printed bond form of any bonding company approved by the City pursuant to Item 7 "Insurance Policies and Bonds" in the Instructions to Bidders may be used in lieu of the foregoing approved sample bond form provided that the security stipulations protecting the City are not in any way reduced by use of the surety company's standard printed form.

(L&M Bond 2 of 2)



INSURANCE REQUIREMENTS FOR CITY CONTRACTS

Instructions to Contractors/Vendors/Service Providers:

Prior to commencing any work, all contractors, vendors and service providers shall procure and maintain, at their own cost and expense for the duration of their contract with the City, appropriate insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services. **Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.**

Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to the required general liability policy, shall be delivered to City at or prior to the execution of the contract. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under the contract and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by the contractor, vendor or service provider or deducted from sums due the contractor, vendor or service provider, at City's option.

The types of insurance required and the coverage amounts are specified below:

A. Minimum Scope of Insurance Required

1. **General Liability Insurance** is required whenever the City is at risk of third-party claims which may arise out of work or presence of a contractor, vendor and service provider on City premises. At a minimum this policy shall:
 - be written on a per occurrence basis; and
 - include products and completed operations liability, independent contractors liability, broad form contractual liability, and cross liability protection.
 - **General Liability Insurance shall be provided using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or equivalent as approved by Risk Manager. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another.**
2. **Automobile Liability Insurance** is required only when vehicles are used by a contractor, vendor or service provider in their scope of work or when they are driven off-road on City property. Compliance with California law requiring auto liability insurance is mandatory and cannot be waived. At a minimum this policy shall:

- be written on a per occurrence basis;
- include coverage for Bodily Injury and Property Damage, Owned, Non-owned and Hired Vehicles; and
- include coverage for owned, non-owned, leased and hired vehicles.
- **Automobile Liability Insurance shall be on ISO Business Auto Coverage form CA 00 01, including symbol 1 (Any Auto), or equivalent as approved by the Risk Manager.**

If an automobile is not used in connection with the services provided by the contractor, vendor or service provider, a written request to waive this requirement must be made to the Risk Manager.

3. **Workers' Compensation and Employer's Liability Insurances** is required for any contractor, vendor or service provider that has any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form available from the City's Risk Manager. At a minimum, this policy shall:
 - provide statutory requirements of the State of California; and
 - include \$1,000,000 Employer's Liability.
4. **Errors and Omissions (if applicable)** coverage is required for licensed or other professional contractors doing design, architectural, engineering or other services that warrant such insurance. At a minimum this policy shall:
 - cover liability for malpractice or errors and omissions made in the course of rendering professional services.
 - **be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under the contract. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of the contract.**

B. Minimum Limits of Insurance Coverage Required

Under \$25,000	Limits TBD by Risk Manager
Over \$25,000 to \$5,000,000	\$1 Million per Occurrence/\$2 Million Aggregate
Over \$5 Million	Limits TBD by Risk Manager

Umbrella excess liability may be used to reach the limits required by the specific contract.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella.

Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Each such policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of contractor, vendor or service provider, subconsultants, subcontractors or others involved in the work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

Additional insurance requirements may be imposed by the City for services or products that have a higher risk. Refer to the City’s Risk Manager for information of the insurance requirements for the following types of services or products:

1. Construction contracts which are awarded or administered through City departments other than the Public Works Department;
2. Medical, excavation, drilling, trenching or shoring services, or services involving explosives or pyrotechnics;
3. Environmental consulting, engineering or related services or operations;
4. Custom manufactured products;
5. Products or services involving firearms, tobacco, alcohol, or controlled substances;
6. Any unusual or high-risk activities, operations or products.

C. General Standards for Insurance Policies:

All insurance policies shall meet the following general standards:

1. Insurance carrier is to be placed with duly licensed or approved non-admitted insurers in the State of California.
2. Insurers must have a Best’s rating of B+, Class VII or higher (this rating includes those insurers with a minimum policyholder’s surplus of \$50 to \$100 million). Exceptions to the Best’s rating may be considered when an insurance carrier meets all other standards and can satisfy surplus amounts equivalent to a B+, Class VII rating.
3. Certificate must include evidence of the amount of any deductible or self-insured retention under the policy.

D. Verification of Insurance Coverage:

All individuals, contractors, agencies, and organizations conducting business for the City shall provide proof of insurance by submitting one of the following: (1) an approved General and/or Auto Liability Endorsement Form for the City of Placentia; or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement (see attached) with the following endorsements stated on the certificate:

1. *“The City of Placentia, its elected and appointed officers, officials, employees and agents are named as an additional insureds”* (“as it relates to a specific contract” or “for any and all work performed with the City” may be included in this statement).

2. *“This insurance is primary and non-contributory over any insurance or self-insurance the City may have”* (“as it relates to a specific contract” or “for any and all work performed with the City” may be included in this statement). **See Example A below.**

As an alternative to the non-contributory endorsement, the City will accept a waiver of subrogation endorsement on the General Liability policy. At a minimum, this endorsement shall include the following language:

“This insurance company agrees to waive all rights of subrogation against the City of Placentia, its elected and appointed officers, officials and employees for losses paid under the terms of this policy which arise from the work performed by the named insured for the City.”

3. *“The insurance afforded by this policy shall not be cancelled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.”* Language such as, “endeavor to” mail and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative” is not acceptable and must be crossed out. **See Example B below.**

The Workers’ Compensation and Employers’ Liability policies shall contain waiver of subrogation clause in favor of City, its elected and appointed officers, officials, employees, agents and volunteers. **See Example C below.**

In addition to the endorsements listed above, the City of Placentia shall be named the certificate holder on the policy.

All certificates and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the contractor’s obligation to provide them.

E. Acceptable Alternatives to Insurance Industry Certificates of Insurance:

The City will accept either a CG 20 10 10 01 or a CG 20 33 10 01 (or some form specific to a particular insurance company that has similar wording) as long as the form is accompanied by a CG 20 37 10 01. In addition, the City will accept the following:

- A copy of the full insurance policy which contains a thirty (30) days’ cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the City.
- Binders and Cover Notes are also acceptable as interim evidence for up to 90 days from date of approval

F. Endorsement Language for Insurance Certificates

Example A:

THE INSURANCE SHALL BE PRIMARY WITH RESPECT TO

THE INSURED SHOWN IN THE SCHEDULE ABOVE, OR IF EXCESS, SHALL STAND IN AN UNBROKEN CHAIN OF COVERAGE EXCESS OF THE NAMED INSURED'S SCHEDULED UNDERLYING PRIMARY COVERAGE. IN EITHER EVENT, ANY OTHER INSURANCE MAINTAINED BY THE INSURED SCHEDULED ABOVE SHALL BE IN EXCESS OF THIS INSURANCE AND SHALL NOT BE CALLED UPON TO CONTRIBUTE WITH IT.

Example B:

SHOULD ANY OF THE ABOVE-REFERENCED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEAVOR TO MAIL 30~~ DAYS* WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

** The broker/agent can include a qualifier stating "10 days notice for nonpayment of premium"*

Example C:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED(S), BUT ONLY WITH RESPECT TO THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

G. Alternative Programs/Self-Insurance. Under certain circumstances, the City may accept risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs as verification of insurance coverage. These programs are subject to separate approval once the City has reviewed the relevant audited financial statements and made a determination that the program provides sufficient coverage to meet the City's requirements.

H. Waiver or Modification of the Insurance Requirements.

Any waiver or modification of the insurance requirements can only be made by the City's Risk Manager or designee at City's discretion. If you do not believe that the insurance requirements apply to you (e.g., you do not have employees and therefore are not subject to the State's workers' compensation insurance requirements; you do not drive an automobile in connection with the services you provide to the City; professional liability or errors and omissions liability insurance is not available for the type of services you are performing, etc.), please submit a written request for waiver or modification of the insurance requirements and the reasons underlying your request to the Risk Manager. All requests for a waiver or modification will be reviewed and a final determination rendered by the Risk Manager

GENERAL PROVISIONS
FOR
**KRAEMER MIDDLE SCHOOL
ATHLETIC FIELD LIGHT REPAIR PROJECT**
IN THE CITY OF PLACENTIA

SCOPE OF WORK

The work to be performed consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents for the above stated project.

The general items of work consist of: Furnishing all labor, materials, tools, equipment, appurtenances and incidentals for providing traffic control, crack routing, cleaning and sealing, construction of Type II – Latex modified Slurry Seals, replacement of existing painted pavement striping, markings and raised pavement markers, and all items not mentioned but included in the exhibits and specifications. All work shall be completed in strict adherence to these Specifications.

LOCATION OF WORK

The general location and limits of the work are at Kraemer Middle School Athletic Fields, 640 N. Angelina Avenue, Placentia, CA 92870., See overview Exhibit on Plans' Title Sheet (T-1).

TIME OF COMPLETION

*The Contractor shall complete all work in every detail within **Fifteen (15) Working Days** after the date in the Notice to Proceed.*

TRAFFIC REQUIREMENTS

The Contractor shall provide delineation in accordance with, and comply with, the latest edition of the California Manual of Uniform Traffic Control Devices (refer to signage, barriers, and lane closure sections), the Work Area Traffic Control Handbook ("W.A.T.C.H." handbook) and the Traffic control requirements of these specifications. No street closures shall be made without the prior approval of the City Engineer.

STANDARD SPECIFICATIONS

All work shall be constructed in accordance with these Specifications and the 2012 edition of the "Standard Specifications for Public Works Construction" (Standard Specifications) and also in accordance with any supplementary standards or specifications (SUCH AS Caltrans) which may be referred to herein, all to the satisfaction of the Engineer.

The Standard Specifications set forth above will control the general provisions for this contract

except as amended by the General Specifications, Special Provisions, or other contract documents.

The section numbers of the following Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment or elaboration, or specifying options, are called out.

In case of conflict between the Standard Specifications and the General Specifications or Special Provisions, the General Specifications and Special Provisions shall take precedence over and be used in lieu of such conflicting portions of the Standard Specifications.

References in the Special Provisions to Standard Plans shall mean the Standard Plans , and where applicable, the Standard Plans of the County of Orange and California Department of Transportation, the current edition(s).

Where the Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

WAGE RATES AND LABOR CODE REQUIREMENTS

The Contractor and all Subcontractors shall be required to adhere to the general prevailing rate of per diem wages as determined and published by the State Director of the Department of Industrial Relations, pursuant to Section 1770, 1773 and 1773.2 of the California Labor Code. Copies of these rates and the latest revisions thereto are on file in the Office of the Secretary of the Board of Directors and are available for review upon request.

Attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the State Labor Code. Sections 1774 and 1775 require the Contractor and all Subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all Subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

GENERAL PROVISIONS

The section numbers of the following section coincide with those of the 2009 edition of the Standard Specifications for Public Works Construction ("Green Book") and the California Department of Transportation Standard Specifications. Only those sections requiring amendment or elaboration, or specifying options, are called out.

PART 1 - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS.

1-2 DEFINITIONS. [Add the following]:

Agency/City/ - **City of Placentia**

Board	- City Council
County	- County of Orange
Engineer	- City Engineer
Agency Inspector	- City Engineer
Federal	- United States of America
State	- State of California

2-5 EXHIBITS AND SPECIFICATIONS.

2-5.1 General.

The Contractor shall maintain a control set of Specifications on the project site at all times. Any deviations from the Specifications shall be marked in red on this control set to show the as-constructed conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement has been met.

2-5.3. Submittals.

The Contractor shall furnish for approval, within fifteen (15) working days following award of the Contract, all submittals as required in the Specifications. This provision shall not authorize any extension of time for performance of the Contract. The Director of Administrative and Community Services will check and approve such samples, within ten (10) working days from receipt of same, only for conformance with design concept of work and for compliance with information given in Contract Documents. Work shall be in accordance with approved submittals.

Unless specified otherwise, sampling, preparation of samples, and tests shall be in accordance with the latest standards of the American Society for Testing and Materials. Samples of materials and/or articles shall, upon demand, be submitted for tests or examinations and consideration before incorporation of same materials in work started. The Contractor shall be solely responsible for delays due to samples not being submitted in time to allow for proper time to make tests. Acceptance or rejection will be expressed in writing. The Engineer shall have sole discretion as to the acceptance or rejection of submittals.

Materials furnished must be equal to approved samples in every respect. Samples, which are of value after testing, will remain the property of the Contractor.

SECTION 3 - CHANGES IN WORK.

3-3 EXTRA WORK.

3-3.2.2 (c). Tools and Equipment Rental

The rates to be used in determining equipment rental costs shall be those rates listed for such equipment in the State of California, Department of Transportation publication entitled "Equipment Rental Rates and General Prevailing Wage Rates," which is in effect on the date upon which the work is accomplished,

regardless of ownership and any rental or other agreement entered into by the Contractor, if such may exist for the use of such equipment. If it is deemed necessary by the Engineer to use equipment not listed in the said publication, a suitable rental rate for such equipment will be established by the Engineer. The Contractor may furnish any cost data which might assist the Engineer in the establishment of such rental rate.

Operators of rented equipment will be paid for as provided in Section 3-6, "Extra Work." Rental time will not be allowed while equipment is inoperative due to breakdown.

3-3.2.3 Markup.

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers as well as other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel.

a) The following percentages shall be added to the Contractors costs and shall constitute the markup for all overhead and profits:

1) Labor	20%
2) Material	15%
3) Equipment Rental	15%
4) Other Items & Expenditures	15%

b) Work performed by a subcontractor shall be marked up in accordance with the above paragraph. The Contractor shall mark up the subcontractor's portion of extra work by 5%.

c) Compensation for bonding will be 1%

SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.3 Inspection Requirements

4-1.3.1 General.

The Agency will pay for inspection and materials testing. The Contractor shall pay for retests and reinspections due to failure to meet specifications.

SECTION 5 - UTILITIES

5-1 LOCATION.

The Contractor shall notify the utilities designated in the General Specifications at least 48 hours in advance of excavating around any of their structures.

The Contractor shall protect existing surface utilities in place.

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the respective Contractor to review the proposed Construction Schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-7 TIME OF COMPLETION.

6-7.1 General.

The time for completion shall be as set forth in the General Specifications.

6-7.2 Working Day.

The Contractor's activities shall be confined to the hours between **8:00 AM and 5:30 PM, Monday through Friday**, excluding holidays. In general work shall be prohibited any time on Saturday, Sunday or Federal Holidays. Deviation from these hours will not be permitted without the prior consent of the Director of Administrative and Community Services, except in emergencies involving immediate hazard to persons or property.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

6-9 LIQUIDATED DAMAGES.

It is agreed by the parties to the Contract that time is of the essence and that in the case that all the work is not complete before or upon the expiration of the time limit set forth, damage will be sustained by the **City of Placentia**. For each consecutive calendar day in excess of the time specified for the completion of the work, the Contractor shall pay to the Agency:

Five Hundred Dollars (\$500.00) per day.

In addition, the **City of Placentia** shall have the right to charge to the Contractor and to deduct from payments for the work the actual cost to the **City of Placentia** engineering, inspection, superintendence, and other overhead expenses, which are directly chargeable to the Contract and which accrue during the period of such delay. The expenses and damages described above shall be deducted from any money due the Contractor under this Contract. The Contractor and his sureties shall be liable for any excess cost.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR.

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

A noise level limit of 86 dba at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

7-2 LABOR.

7-2.2 Laws.

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all Agency, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

7-5 PERMITS.

Prior to the start of any work, the Contractor shall take out the applicable **City of Placentia** permits and make arrangements for **City of Placentia** inspections. Requests for inspections shall be made to the **City of Placentia**, as lead Agency, 24 hours in advance of need. The **City of Placentia** will waive the usual encroachment permit fees.

The Contractor and all Subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility.

Payment for permits, unless otherwise noted herein, shall be included in the bid items of work and no additional compensation will be allowed.

7-7 COOPERATION AND COLLATERAL WORK.

The Contractor is advised as to the possibility of other construction projects within the proposed construction zone by the **City of Placentia**, other governing agencies or private enterprises. In the event of such projects, the Contractor shall coordinate with the applicable parties as to the extent of any time required to complete their work and shall schedule his work and conduct his operations so as to permit access and time as required for the concurrent

work. The Contractor shall immediately notify the Engineer in the event of a delay in scheduling caused solely by this concurrent work.

Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

7-8 PROJECT SITE MAINTENANCE.

7-8.1 Clean-up and Dust Control.

All public roadways used as haul routes must be cleaned daily of all dirt, mud and debris deposited on them as a result of construction. Cleaning is to be done to the satisfaction of the Engineer. *Payment for daily cleaning of all dirt, mud, and debris deposited on public roadways as a result of construction shall be included in the various items of work and no additional compensation will be allowed.*

7-10 PUBLIC CONVENIENCE AND SAFETY.

7-10.1 Traffic and Access.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

For additional Traffic Control requirements see the technical provisions of these specifications.

7-10.2 Storage of Equipment and Materials in Public Streets.

No parking of any construction equipment or stockpile of material will be allowed within the City Right of Way during non-work hours. The Contractor may, at his own expense, maintain and operate a work and storage area outside of the public right-of-way. The contractor's storage area is subject to all requirements of the Best Management Plan (BMP). BMP to be implemented in the storage facility shall be designated in the BMP and utilized in the storage facility as needed. In such case the Contractor shall submit to Agency written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work. Location of the storage site shall be approved by Agency. Condition and operation of yard shall conform to these specifications. The Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Contractor shall vacate site and return it to pre-project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of such release to Agency. The Notice of Completion will not be issued until said release is submitted.

7-10.4 Safety.

7-10.4.1 Safety Orders.

The Contractor shall comply with the provisions of any Agency ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection.

In accordance with Section 6500 of the Labor Code, the Contractor is required to obtain a permit from the Division of Industrial Safety for any trench or excavation of five feet or more in depth and into which a person is required to descent.

Prior to beginning of excavations requiring shoring, the Contractor shall designate in writing to the Engineer someone whose responsibility it is to supervise the project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring and bracing. In addition to shoring the excavations in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Contractor shall be solely responsible for any damages which may result from his failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist or which may arise during construction of the project.

In accordance with Section 7104 of the Public Contract code, any public works contract, which involves excavations that extend deeper than four feet below the surface shall provide as follows:

- (a) That the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 - (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated.
 - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally as inherent in work of the character provided for in the contract.
- (b) That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
- (c) That, in the event that a dispute arises between the public entity and the Contractor, whether the conditions materially differ or involve hazardous

waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

Full compensation for conforming to all sections of 7-10 shall be considered as included in the various bid items and no additional compensation shall be allowed.

SECTION 9 - MEASUREMENT AND PAYMENT.

9-3 PAYMENT.

9-3.2 Partial and Final Payment.

The closure date for periodic progress payments will be five (5) working days prior to the first Monday of each month. The final progress payment will not be released until the Contractor returns the control set of Specifications showing the as-constructed conditions.

Partial payments, except the final payment, shall not be made for periods of less than one month. To claim a partial payment on the amount due or the final payment itself, the Contractor shall obtain approval of measurement of quantity of work completed from the Director of Administrative and Community Services, or his designated representative, and shall prepare an invoice showing bid items, unit bid price, quantity completed, quantity previously paid, total quantity as of the date of invoice, amount claimed on the invoice, previous payment, amount to be retained, and the contract amount. The Contractor may substitute securities in lieu of retention as permitted by the provisions of the Standard Specifications. The amount to be retained by the City shall be 10% of the work completed as of the date of the payment request.

The final payment shall be the entire sum found to be due the Contractor after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

The final payment of the retention amount to the Contractor shall be made thirty (30) working days from the date of the recording of the Notice of Completion of the work after it is accepted by the City and shall be made on a duly certified voucher therefore, except as State Law may permit Contractor to receive said final payment prior to said thirty (30) day period after acceptance of work by the City.

It is mutually agreed among the parties to the contract that no certificate given or payment made under the contract, except the final certificate of final payment, shall be conclusive evidence of full or substantial performance of this contract; no payment shall be construed to be an acceptance of any defective work or improper

material.

SUBSTITUTION OF SECURITIES

In conformance with the State of California Public Contract Code Section 22300, the contractor may substitute securities for any monies withheld by the Agency to ensure performance under the contract.

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the Agency, and deposited with a State or Federally chartered bank as the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the Agency, pursuant to the construction contract. Said securities shall have no obligation to any other construction contract for substitution of securities in lieu of retention. When the Contractor deposits the Agency approved securities with the escrow agent, the escrow agent shall notify the Agency within 10 calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the Contractor and require additional securities and/or cash to be submitted for Agency approval, and be held in the escrow account to meet the Contractor's obligations. Said securities shall be held by the escrow agent until such time as the escrow agent receives written notification from the Agency that the Contractor has satisfactorily completed his contract obligations. The type of securities deposited and the method of release shall be approved by the City Attorney's office.

The full five percent (5%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion.

SECTION 209 - ELECTRICAL

209-1 General

209-1.1 Standard Specifications

The provisions of the Standard Specifications shall apply except as modified herein.

209-1.2 Scope of Work

The Work of this Section shall consist of furnishing all labor, materials, equipment, appliances and services necessary for the execution and completion of all **Electrical Work** as shown on the Plans and as described in the Specifications including, but not necessarily limited to, the following:

- Restore underground electrical system to the specification as per construction drawings dated 05/07/1990.
 - Restore the wiring to nine (9) 480V lighting circuits that power eleven (11) field lighting poles at Kraemer Middle School Baseball / Soccer Field that were vandalized. Work begins at the first ground junction box not affected by vandalism and continues around the playing fields.
 - Remove eleven (11) existing concrete pull boxes that are at the base of each pole, furnish and install steel plated tamper resistant boxes.
- Coordination with Work of other Sections;
- Submittal of a complete materials list, catalog cuts, Work Schedule, and other submittals as required;
- Obtaining all necessary building department inspections;
- Excavation, backfill and compaction for pull boxes and trenches (to include fine grading and sodding of trenches);
- Disposal of excess earth as directed by Owner;
- Disposal of all items to be removed as indicated on plans including all temporary conduits, conductors, boxes, timeclocks, and panels.
- Provision of approved shoring, lights and barricades, as required by site conditions and as specified;
- Repair of all damage to all existing improvements caused by the Work;
- Underground distribution conduit, cable and underground pullboxes;
- Distribution and control equipment;
- Branch circuit wiring system with breakers, conduit, conductors, and all related equipment;
- Spare parts and turnover items;
- 'As-built' Record Drawings;
- Testing;
- Clean-up; and
- Replacements, Repairs, Guarantees and Warranty Work.

209-1.3 Pre-Bid Site Visit

The Bidder is required to make a thorough field investigation to determine accurately the existing conditions and materials as to the electric power distribution system prior to bid.

Where deviations occur between the field conditions and the Plans and/or Specifications, a clarification shall be requested 10 days prior to the bid opening; otherwise the necessary changes shall be made at no cost to Owner as directed by the Project Manager.

209-1.4 Coordination of Work

Contractor shall schedule the Work to coordinate with Owner and all other Collateral Work and other contracts in progress on-site at all times. Necessary coordination shall be specified during the preconstruction conference.

209-1.5 Permits and Inspections

1. Permits: Permits are required. Owner will pay for, Contractor to obtain.
2. Inspections: Inspections are required. Contractor shall notify the City Inspector 48 hours (two working days) prior to required inspections. No Work shall be covered prior to inspection. At the time of electrical inspections, Contractor shall make available a complete field set of Plans and Specifications. The field set of Plans shall be marked up to show detail variations from the Plans. Variations must have prior approval of the Electrical Engineer.
3. Provide an air-entraining admixture in all concrete. Air content 5% to 7%.
4. Indicate water added to mix at job site on each delivery ticket. Show quantity of water added. Site water tempered mixes exceeding specified slump range will be rejected as not complying with specifications requirements.

209-1.6 Submittals

The following shall be submitted to the Owner at the pre-construction conference:

1. Schedule: A complete schedule of Electrical Work and a job cost breakdown for progress payment purposes.
2. Shop Drawings:
 - a. Inspections are required. Contractor shall notify the City Inspector 48 hours (two working days) prior to required inspections. No Work shall be covered prior to inspection. At the time of electrical inspections, Contractor shall make available a complete field set of Plans and Specifications. The field set of Plans shall be marked up to show detail variations from the Plans.
3. Materials Lists and Catalog Data: Complete materials list with equipment brochures "catalog cuts"; six (6) copies. Submission of a catalog number and manufacturer's name as a materials list stating that the items will be furnished to meet specifications will not be acceptable. The following items by make and number, where applicable, must be listed in the submittal for all permanent and temporary equipment including: underground conduit, cable, wire, pull boxes, fixtures, control equipment, boxes, panels, metering equipment, breakers,

switches, time clocks.

209-1.7 Proposed Substitutions or “Approved Equals”

1. "Approved Equal": It is the sole discretion of the City if a product is considered equal for this project or not.

209-1.8 Tests

1. General: Contractor shall make all tests required by the City Electrical Inspectors, City Building Division Inspectors, and all other authorities having jurisdiction. The cost of all tests, the replacing and/or repairing of all damage resulting from these tests, and all other Work necessary to replace materials and Work that are not in accordance with the Electrical Ordinance, Safety Orders, Plans and Specifications shall be borne by Contractor. Should Contractor refuse, or neglect, to make any tests necessary to verify for the Owner's Representative that Contractor has carried out the intent of the Plans and Specifications, Owner may make such tests and charge the expense thereof to Contractor, and such expenses will be retained out of final payment.
2. Wiring and Connection Continuity:
 - a. Testing Prior to Final Acceptance Inspection: Contractor shall test all wiring and connections for continuity, grounds and short circuits before the devices and equipment are connected. Contractor shall perform a “megger” test on the wiring prior to energizing. After the wiring is in place from panel to poles, spliced and prior to connection to fixtures, apply no less than twice the system voltage (500V for 120/208 systems & 1000 V for 480V systems) to each circuit and record the values. Values shall be no less than 1,000,000 ohms for circuits with wire sizes #4 and smaller, and no less than 500,000 ohms for circuits with wire sizes #2 and larger.
 - b. Final Acceptance Tests: At the time of the Final Acceptance Inspection, Contractor shall have a qualified electrician at the job site to make all tests that may be requested by either the City or the Owner's Engineer. Contractor's electrician shall demonstrate the satisfactory operation of the entire lighting system, including all equipment and lighting fixtures.
3. Performance Verification Test and Inspection: The Contractor's Representative shall demonstrate to the Owner that all lights are functional and all timeclocks are set as directed by the Owner.
4. Operational Test: Upon job completion, all electrical loads and controls shall be tested under full operating conditions and all defective materials, equipment, devices or faulty workmanship shall be immediately replaced at no cost to Owner. Contractor will be required to make standard equipment, materials and performance tests and other reasonable tests that may be required (such as electrical insulation resistance or equipment temperature rise). The costs for all tests shall be the responsibility of Contractor.

209-1.9 Guarantee

The Guarantee Provisions of the Special Provisions are supplemented as follows as such provisions pertain to the Electrical Work.

1. General: Contractor shall guarantee all Work under this Contract to be free from defects of workmanship and materials for a period of one (1) year from date of the filing of the Notice of Completion. Contractor shall guarantee to repair or otherwise make good at Contractor's own expense any defects developing within that period of time. The Guarantee shall be in the form of a letter. Work shall be performed within 48 hours after receiving notice from Owner. Notice may be by phone or letter.
2. Equipment, Accessories and Lamps:
 - a. Equipment and accessories shall carry the manufacturer's guarantee for a minimum of one year from the date of filing of the Notice of completion.

209-1.10 Turnover Items

1. General: Upon completion of the Work, at the Final Acceptance Inspection, Contractor shall submit turnover items to the Project Inspector as follows: 1) Record Drawings; 2) Spare Parts; 3) Operation and Maintenance Manuals; 4) Warranty Cards for all Equipment.
2. Record Drawings:
 - a. Preparation and Maintenance Responsibility: Record Drawings shall be prepared and maintained in the field by Contractor. All notes, dimensions, and drawings shall be done with red ink from a ballpoint pen on blue-line prints. All drawings shall be legible, clean and dry. Contractor shall accurately record all changes in the Work on a clean set of blue-lines.
 - b. Content: The Record Drawings shall show all changes in the Work, the location of all stubbed-outs (i.e. ends of all underground conduits, fully dimensioned with references to permanent surface landmarks such as buildings, sidewalks, curbs, etc.), and shall note all junction and pull boxes installed, including any not shown and/or called for on the Plans.
 - c. Workmanship: Upon completion of each increment of Work, transfer all such record information to the prints. All changes and dimensions shall be recorded in a legible and workmanlike manner to the satisfaction of the Inspector. Data shall be recorded on a daily basis and shall be subject to inspection each day. Record Drawings shall be maintained on site at all times that Work is underway and for inspections. Failure to provide Record Drawings for review will be considered cause for rescheduling of inspections and may result in withholding of progress payments until acceptable Record Drawings are provided.

3. Operation and Maintenance Manuals: Upon completion of the Work, Contractor shall supply three (3) copies of complete operation and maintenance information and instructions, including wiring diagrams, for all electrical and other equipment. This shall include items such as rotating electrical equipment, etc. Manuals shall include catalog cuts identifying all fixtures and breakers by manufacturer and model number that have been incorporated in the Work.

209-2 Materials

209-2.1 General

1. Standards and Codes: All materials and workmanship shall conform with all regulations and codes identified in of the Standard Specifications, and with the standards of the latest edition, including revisions, of the Uniform Building Code (UBC) and the National Electrical Code (NEC) as adopted by City. Nothing in these Plans and/or Specifications shall be construed to permit Work below the standards of the above regulations, standards and codes.
2. New Materials and Equipment: All material and equipment shall be new and suited for the intended use and shall conform with American National Standards Institute (ANSI) and National Electrical Manufacturers Association (NEMA) requirements. All material and equipment shall bear the label of or be listed by the Underwriter's Laboratories (UL), the Electronic Industries Association (EIA) or the National Fire Protection Association (NFPA), where applicable.
3. Standard Products: All material and equipment shall be the standard products of manufacturers regularly engaged in the production of such material and equipment and shall be the latest improved design.
4. Same Manufacturer: All material and equipment of the same type or of one system shall be supplied by the same manufacturer.
5. Tamper-proof Fasteners: All screws and fasteners required for all outdoor electrical equipment shall be tamper-proof and stainless steel where installed less than twelve (12) feet above finished grade and exposed to public.
6. Minimum Sizes and Quantities: In no case shall conduits, wires, etc., be smaller in size or less in number than as shown on Plans and/or as called for in the Specifications, even though codes may accept otherwise.

209-2.2 Raceways

1. Raceways and Fittings:
 - a. Fittings: All fittings for raceways shall be of the make, quality and finish of the conduit used. Special fittings as required shall be Appleton "Unilet," Crouse-Hinds "Condulets," or Pyle-National "Pylets." Aluminum die cast or pot metal fittings are NOT approved.
 - b. Rigid Steel Conduit: Shall be galvanized. Minimum yield strength shall be 35,000 PSI. Shall comply with NEMA standard 5-19 (latest revision);

ANSI C80.1 and ANSI-C80.4 (latest revision); U.L. 514-B and UL 6 (latest revisions); National Pipe Standard Specification (latest revision).

- c. Electrical Metallic Tubing: Shall be thin-wall steel conduit conforming to industry standards and shall be galvanized. Fittings shall be gland ring, watertight compression type. Aluminum die cast, pot metal, indenter and set-screw type fittings are NOT approved.
- d. PVC Conduit and Fittings: Shall be U.L. listed Schedule 40 with solvent welded and/or molded thread fittings. PVC cut thread fittings are NOT acceptable.
2. Bushings and Locknuts: Bushings, locknuts and similar devices shall be galvanized cast steel or cast iron, malleable iron, or galvanized steel. Fittings and boxes made of die cast aluminum or pot metal are not approved.
3. Outlet Boxes:
 - a. For Exposed Work Within 6 Feet of the Floor or for Exterior Work: Shall be Appleton, Crouse-Hinds or Pyle-National galvanized cast steel, cast iron, or malleable iron type with threaded hubs and neoprene cover gasket. Aluminum die cast and pot metal are not approved.
4. Concrete Pull Boxes: Concrete pull boxes shall be as manufactured by New Basis, or Owner approved equal, size and type as indicated on plans. Covers shall be traffic rated and bolted down with tamper-proof screws.

209-2.3 Conductors

1. General: All conductors shall be new copper conductors, in unbroken reels or containers of recent manufacture, shall bear the Underwriters' label, the manufacturer's trademark, and the type and size of the conductor. Unless otherwise specified, all conductors shall be insulated for 600 volts. All conductors shall be stranded. All conductors used on the project shall be as manufactured by General Cable or approved equal.
2. Type: Conductors sized #8 and smaller shall be type THHN/THWN; conductors sized #6 and larger shall be type XHHW.

209-2.4 Not Used

209-2.5 Not Used

209-2.6 Not Used

209-2.7 Circuit Breakers

2. Circuit Breakers: Circuit Breakers shall have an interrupting capacity of not less than 10,000 amperes, UL labeled, NEMA rated, molded case type, single handle

common trip multiple breakers of the plug-in type. All circuit breakers shall have covers sealed on non-interchangeable trip breakers and trip unit covers sealed in interchangeable trip breakers to prevent tampering. Circuit breaker current rating markings shall be clearly visible after breaker is installed. Circuit breakers shall be approved for use in the panelboards in which they are installed.

209-2.8 Not Used

SECTION 313 - ELECTRICAL

313-3 Execution

313-3.1 General

1. Approval Prior to Delivery: No materials or equipment shall be delivered to the job site prior to the Owner Representative's approval of the materials list.
2. Installation Standards: All materials and equipment shall be installed in a secure, neat and workmanlike manner by competent workers in conformance with the requirements of the NECA "Manual of Good Workmanship," and any item not so installed shall be corrected to meet the complete approval of the Parks Department Representative. If at any time Contractor believes that proper results cannot be secured through the use of materials and installation procedures specified, it shall be Contractor's obligation to immediately notify the Owner's Design Engineer, IN WRITING, setting forth Contractor's reason.
3. Materials Storage and Protection after Installation: Contractor assumes all responsibility for materials, storage, and damage to equipment and safety to all personnel and the public, until Final Acceptance of the Project by Owner. Sensitive electrical equipment should not be installed until major construction Work is completed. During and after installation, equipment shall be protected from all damage from any cause including water, dust, paint, wet concrete, plaster, etc. Adequate barricades and lighting shall be provided for all open trenches and excavations.

313-3.2 Protection of Existing Site Improvements

Contractor shall restore all park equipment, turf areas, irrigation, concrete, etc., that are damaged as a result of Contractor's operations. Do not damage any trees or tree roots. Repairs shall be made to like-new condition, including compaction (95% relative) of all trenches, per the instructions of the Owner's Inspector. Repairs to the irrigation system shall be made in accordance with the Standard Specifications for Public Works Construction, latest edition. Materials for such irrigation repairs shall be as designated by the Owner's Inspector.

313-3.3 Plans - Performance

1. General:
 - a. Diagrammatic Plans: The extent and general arrangement of the new and

existing equipment, conduit, and wiring systems, are as shown on the Plans which are essentially diagrammatic. The Plans indicate the required sizes and points of termination of conduit and wires and routes to avoid obstructions and preserve clearance; however, it is not the intention of the Plans to show all necessary offsets, etc. It shall be the responsibility of Contractor to install all of the Work to conform to specific conditions found on the site, and not damage any tree roots.

- b. Verification of Dimensions and Locations: Before proceeding with any Work, Contractor shall carefully check and verify all locations and dimensions of equipment at the site. Provide potholing, site investigation, and excavation as required to verify the exact locations of existing underground conduits to be intercepted.
- c. Work as Necessary for a Complete Installation.
 - (1) Specified Work: All Work specified, but not clearly defined by the Plans, must be installed as directed by the Owner's Design Engineer in a manner satisfactory to the Design Engineer.
 - (2) Work as Shown on Plans: Work covered by notes on the Plans must be furnished and installed whether or not such Work is mentioned in the Specifications.
 - (3) Work Neither Specified Nor Shown on Plans: All incidental items which are neither mentioned in the Specifications nor noted on the Plans, but which are obviously necessary to make a complete working installation shall be provided and paid for by Contractor. All items, which are required by codes, which are neither specifically mentioned in the Specifications nor noted on the Plans, but which are deemed necessary by the Building Inspector, shall be provided and paid for by Contractor, at no additional cost to Owner.

313-3.4 Trenching

1. Existing Irrigation: Trenching shall be coordinated with the protection of all existing irrigation systems currently in full operational condition at each site. Plans may be available for Contractor's review at the Owner's Offices. All irrigation lines damaged due to Contractor's operations, whether or not located as shown on record plans, shall be repaired by Contractor at no additional cost to Owner and in accordance with Owner standards. Upon the request of Contractor, a demonstration of the existing irrigation system in all areas to be trenched will be performed by Owner forces to verify the operational condition of the system prior to commencement of Trenching Work. If Contractor does not request this demonstration, it is assumed that Contractor agrees all systems are fully operational and in good working order.
2. Existing Trees: Contractor shall take special care when trenching in proximity to existing trees not to damage tree roots during trenching operations. Tree roots

over 2" in diameter shall not be cut, but shall be tunneled under. When roots over 1" in diameter are cut, the root shall be pruned square to the root's direction of growth and sealed using a pruning sealer as approved by the Owner's Inspector. Root pruning and sealing shall be inspected and approved by the Owner's Inspector prior to backfilling of the trench.

3. Trenching:

- a. Excavation: Contractor shall perform all Excavation Work necessary to permit installation of conduit, cables and other underground Electrical Work included in the Project. Pre inspect trench routes prior to excavation using potholing or other means to ensure no existing underground pipes, conduits or cables are damaged. Excavate trenches and pits to minimum dimensions that will permit placing conduits and other Work. Where necessary, provide shoring and bracing to prevent caving of banks. Provide and maintain in place necessary barriers, guardrails or covers while excavations are open. No trenches or excavations shall be left open when Contractor is not present on the site.
- b. Conduit Depths: All underground conduits not located beneath building floor slabs shall be installed with a minimum cover of 30" below grade. Provide red magnetic warning tape in trenches 12-inches above the top of conduits in the trench.
- c. Backfill of Trenches: As soon as conduit installation is complete, inspected, and approved, all trench excavation shall be backfilled with native soil except that backfill shall contain no rocks, broken concrete or trash. Trench backfill shall be placed in 6" lifts, hand or mechanical tamped to minimum 95% compaction. Flooding of trenches for compaction will not be permitted. Excess earth shall be disposed of as directed and when asked to do so as Work progresses. Upon approval of final grade of backfill (one inch below surrounding finish grade), by the City Inspector, Contractor shall install turf sod in all disturbed trench areas. Variety of sod shall be as directed by the City Inspector.
- d. Trench Settlement: Contractor shall fill all trenches which settle during the Contract Period and, under the guarantee provisions, within one year of the date of Final Acceptance of the Project, all at no additional cost to Owner.

313-3.5 Raceways

1. General: Conduit bushings shall be used with locknuts at all cabinets, switchboards, housings and pull boxes, etc.
2. Openings, Chases and Sleeves.
 - a. Contractor shall be responsible for the proper locations and sizes of all openings, chases, sleeves, etc., required in the building structure to accommodate Contractor's Work, and shall, sufficiently in advance of

Contractor's needs and in advance of construction, provide for same so as to avoid cutting. Should compliance with these provisions be neglected, delayed or incorrect, and additional Work is thereby required, such additional Work shall be considered as part of the Work of this Section, and no additional payment will be allowed.

- b. Where cutting is necessary to install Work under this Section, it shall be done by methods that will not damage the structure.
3. Underground Conduit: All underground conduit runs shall be PVC Schedule 40. All conduit runs made up either in part or entirely with PVC shall contain a green grounding conductor.
4. Exposed Conduit: Conduit exposed to weather shall be rigid steel with steel ells and risers. All ells 45° ~~and large~~ shall be factory made sweep bends.
5. Empty Conduit: All empty conduit runs for future use shall be identified with a conduit marker tag at both ends. The identification number shall be shown on the Record Drawings. Tags shall be 1" in diameter, made of 20 gauge brass 12 gauge plastic, or "Dymo" tape plastic and have stamped numbers and/or letters, both 1/4" high. Use brass or copper 12 gauge wire to connect tags to conduit. Provide and install a 3/16" polypropylene pull cord in each conduit.
6. EMT Conduit: EMT in sizes 3" or smaller shall be used for interior conduits.
7. Rigid Steel Conduit: Shall be used for conduits outdoors above grade.
8. Fittings: Furnish and install all fittings and special devices necessary for proper installation, connection and operation of the system.
9. Hangers and Supports: Furnish and install all inserts, hangers and supports required for supporting switches, conduits, junction and pull boxes, fixtures and similar materials and equipment.
 - a. Individual conduits: On concrete construction individual conduits, one inch and smaller, shall be secured with one hole malleable iron pipe straps and screws and inserts. On steel construction such small conduits shall be secured with suitable clamps. Conduits larger than one inch shall be attached to framing members with approved pipe hangers. Perforated steel plumbers tape shall not be used. Conduits shall not be attached to motors or other vibration producing equipment.
 - b. Groups of Conduits: Where conduits are grouped together, the group shall be supported on channels as manufactured by "Unistrut", "Kindorf", or Owner approved equal.
10. Conduit Installation.
 - a. Conduits in finished areas shall be run concealed, except as otherwise shown on the Plans or herein specified. Conduit shall be connected to

outlet boxes and cabinets with double locknuts and bushings. Where conduit cannot be connected with standard couplings, only approved conduit unions shall be used. Where conduits cross expansion or seismic joints, "O.Z." type DX, or equal, expansion and deflection fittings shall be used. Except where PVC conduit is used with rigid steel risers and ells, each run of conduit shall be made up in its entirety of one material. Open ends of conduit, unless in a closed box or cabinet, shall be closed with approved conduit caps or closures, as soon as installed, and shall be kept closed until ready to pull in conductors. Bends in all conduits one-inch trade size, or larger, shall be made with factory elbows or with an approved hydraulic bender. Running thread connections shall NOT be used. Threadless fittings shall NOT be used.

11. Interior Pull and Junction Boxes: Outlet boxes shall be used as pull and junction boxes wherever possible. Boxes in plaster walls or ceilings shall have two-gang raised plaster rings and blank wall plates. Other boxes shall have blank covers.
12. Junction Boxes: All weatherproof boxes or boxes installed on rigid conduit runs shall be cast metal weather-tight boxes with gaskets and mating covers.
13. Concrete Pull Boxes: Install concrete pull boxes where noted on the Plans. Concrete boxes shall be set flush with sidewalk or 1" above finished grade in turf areas or as noted. Boxes shall set on 12" of crushed clean 1" rock which extends 6" beyond the outer edges of the box.

313-3.6 Conductor Installation

1. General: All wire and cable shall be of the sizes and types as shown on the Plans and as specified herein. The minimum allowable wire size for any Work on this Project shall be No. 12 AWG. All wire shall be sized as required by code or as called for on the Plans whichever is larger. Ground wire shall be green THWN or XHHW. Wires shall be color coded for each leg. Neutral shall be white THWN or XHHW. Conductors shall not be installed in any conduit system until the following has been performed:
 - a. Conduit system has been inspected and approved.
 - b. Conduit system is free of moisture, dirt and debris.
2. Connections:
 - a. Connections shall be made without strain on the conductors and all strands of wire shall be included in the splice or termination.
 - b. All taps or connections to conductors shall be made with compression type connectors, except that conductors smaller than #8 may have soldered connections. Solderless connectors for #10 or smaller, including fixture connections, shall be made with solderless spring connectors. For #8 or larger, connections shall be made with solderless pressure type connectors.

- c. All joints shall be mechanically and electrically secure and shall be insulated with rubber and friction tapes, or Scotch electrical tape to equal the original insulation of wires. If the type of connector used provides equivalent insulation, taping may be omitted.
- d. Insulating bushings shall be used at all conduit terminations for No. 4 AWG or larger wires.
- e. All wiring in switchboards, panels, distribution cabinets and control boards shall be neatly installed, laced, formed and tie-wrapped in a workmanlike manner.

3. Splices:

- a. No splices are permitted except in pull boxes, above grade junction boxes, or in pole bases at hand hole.
- b. All cable splices shall be made with Burndy Hypress compression type connectors, or Owner approved equal. Bolted mechanical compression type connectors are NOT approved.
- c. All splices in underground wiring and/or cabling shall be assumed to be in water, and shall be made waterproof by several layers of rubber tape followed by two layers of 1/2 lap friction tape, covered by three layers of 1/2 lap plastic #88 Scotch tape. Splices in underground pull boxes shall be made with splice kits as manufactured by General Electric or 3M.
- d. Branch circuit splices in fixture shall be soldered and taped as noted above. Compression fittings (un-insulated "Scotchlok") may be substituted for solder, but must be taped, dipped in waterproof compound, and made waterproof. Insulating "Scotchlok" may only be used with waterproof Unipatch Scotchcast resin.

4. Connection to Equipment:

- a. All electrical outlets, apparatus, motors, equipment, fixtures, wiring devices and appliances, which require electrical connection, shall be fully connected in an approved manner to the corresponding electrical system circuit.
- b. Where the Work under this Section requires connection to be made to equipment that is furnished and set in place under other Sections of these specifications, Contractor shall obtain roughing-in dimensions from the installer of each such item of equipment and assume full responsibility for the neat and workmanlike installation of the connection thereto.

313-3.7 Identification

- 1. I.D. Tags: Contractor shall provide and install identification tags on all panels and timeclocks. Identification tags shall have white letters on black background

and shall consist of 1-1/4" x 3" micarta nameplates, bolted, screwed, or riveted (not glued) to the panelboard. Provide a I.D. name tag for each panel section with first line of type 1/2" high (e.g., "MAIN SERVICE") and the second line in 1/4" high letters indicating the voltage, phases, amperes (of main buss bar) and year installed (e.g., "120/240V, 1-phase, 3-wire, 200A: 2011").

2. Directory Cards: Each panel shall be provided with a typed circuit directory card that is to be mounted on the inside of the panel door.
3. Conductors: All conductors shall be identified at all boards, pull boxes, outlet boxes and poles with a punched plastic tag (such as color coded Dymo tags) or other suitable waterproof method as approved by the Parks Department Representative. Identification shall be by circuit number, voltage and phase.

313-3.8 Repair of Disturbed Existing Conditions

Contractor shall restore all park equipment, turf areas, irrigation, concrete, etc., that are damaged or cut as a result of Contractor's operations. Repairs shall be made to like-new condition, including compaction (95% relative) of all trenches, per the instructions of the Owner's Inspector. Repairs to the irrigation system shall be made in accordance with the Standard Specifications for Public Works Construction, latest edition. Materials for such irrigation repairs shall be as designated by the Owner's Inspector.

313-3.9 Clean Up

1. General: Contractor shall thoroughly clean all fixtures, exposed piping, apparatus and equipment installed on the Project. Parts that are to be painted shall be thoroughly cleaned of cement, plaster, etc., brushed with steel brush to remove rust, etc., cleaned and painted. Any dirt, rubbish, paint spots or grease on walls, poles, walks, equipment or fixtures, either installed on the Project or as a result of Contractor's operations, must be removed by Contractor and the premises left in first-class condition in every respect.
2. Galvanized Surfaces: Brush thoroughly and wipe clean with clean rags and solvent to remove dirt, oil, grease, paint and any other objectionable stains or marks.
3. Panelboards: Panelboards and similar items with factory finish shall be cleaned and polished. Refinish any areas where factory finish has been damaged.
4. Lighting Fixtures: Clean and polish entire fixture, including diffusers, reflectors, lenses, lamps and trim.
5. Rubbish Removal: All rubbish resulting from the Electrical Work shall be cleaned up and removed from the site by Contractor; also from time to time during construction, and when so directed by the Owner's Inspector. Contractor shall thoroughly clean all existing switchboards and panels, which are involved in the completion of the Work, whether installed by Contractor, or not.

-End OF Section-

APPENDIX I

CONTRACTORS BUSINESS LICENSE APPLICATION



CITY OF PLACENTIA

401 E. Chapman Avenue
Placentia, CA 92870
Phone: (714) 993-8230 Fax: (714) 961-0283

BUSINESS LICENSE TAX APPLICATION

Please Check One

- New Application
- Change of Owner
- Change of Address
- Change of Business Name

FEE MUST ACCOMPANY APPLICATION - NON REFUNDABLE	- OFFICIAL USE ONLY -
--	------------------------------

Business Name/DBA _____ Corporate Name _____ <small>(if applicable)</small> Business Location _____ <small>(Cannot be P.O. Box per State of California Business & Professions Code-Section 17538.5)</small> City _____ State _____ Zip _____ Mailing Address _____ City _____ State _____ Zip _____ Public Phone No. _____ Fax No. _____	Business License No. _____ Expiration Date _____ Business Code _____ Planning _____ Use Permit _____ Building & Zoning _____ Home Occupation _____ Website _____ Email Address _____
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Bus. Start Date	Description of Business

Ownership Corporation Corp-Ltd Liability Partnership Sole Proprietor Trust

Resale No. _____ **Federal ID No.** _____ **State ID No.** _____

Contractor State License No. _____ **State Lic. Type** _____ **Expire Date** _____

Enter below names of Owners, Partners, or Corporate Officers (attach additional sheet, if necessary)

1st Owner Name _____	Title _____	Driver License No. _____ <small>(Only Sole Proprietor or Partnership)</small>
Home Address _____ <small>(Cannot be P.O. Box)</small>		Social Security No. _____ <small>(Only Sole Proprietor or Partnership)</small>
Home Phone No. _____	Cell/Pager No. _____	
2nd Owner Name _____	Title _____	Driver License No. _____ <small>(Only Sole Proprietor or Partnership)</small>
Home Address _____ <small>(Cannot be P.O. Box)</small>		Social Security No. _____ <small>(Only Sole Proprietor or Partnership)</small>
Home Phone No. _____	Cell/Pager No. _____	

In case of emergency, please contact (attach additional sheet, if necessary)

Contact Name _____

Address _____

Phone No. _____ **Cell/Pager No.** _____

PLEASE READ, SIGN AND DATE

Your Business License will be issued under provisions of Title 6 of the Municipal Code. You are cautioned that this License does not permit operating a business in violation of other Municipal Code Sections. There will be no tax refund if you are found operating illegally after the License has been issued. Please verify with the Planning Department that your business is in compliance with all Building/Zoning requirements.

I declare under penalty of making a false declaration, that I am authorized to make this statement and to the best of my knowledge and belief it is a true, correct and complete statement, made in good faith for the period stated.

Signature of Owner: _____

Print Name: _____

Title: _____ Date: _____

Thank you for doing business in the City of Placentia

License Fee	\$
Home Occupation or Business Permit Fee	\$
Other Fee	\$
TOTAL AMOUNT DUE <small>(Subject to Audit)</small>	\$

RETURN APPLICATION TO ABOVE ADDRESS AND MAKE CHECK PAYABLE TO CITY OF PLACENTIA

White - Business License

Canary - Finance

Pink - Applicant