

PLACENTIA LIBRARY DISTRICT



**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
HVAC EQUIPMENT SCREEN AND ENCLOSURE PROJECT
DISTRICT PROJECT NO. PLD-2020-01**

All Questions Regarding This Project Are to Be Directed To:

**Ms. Jeanette Contreras
Library Director
Placentia Library District
(714-528-1906, ext. 203
jcontreras@placentialibrary.org**

March 9, 2020

PLACENTIA LIBRARY DISTRICT
CONTRACT DOCUMENTS AND SPECIFICATIONS
HVAC EQUIPMENT SCREEN AND ENCLOSURE PROJECT
PROJECT NO. PLD-2020-01

By: _____
Jeanette Contreras, Library Director Date

Sealed bids will be received at 411 East Chapman Avenue, Placentia, CA 92870 until **2:00 P.M., April 13, 2020** in the office of the Library Director of the Placentia Library District. for the performance of the services described herein.

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PART I
NOTICE INVITING SEALED BIDS AND INFORMATION TO BIDDERS
PLACENTIA LIBRARY DISTRICT
NOTICE INVITING SEALED BIDS
FOR HVAC EQUIPMENT SCREEN AND ENCLOSURE
PROJECT NO. PLD-2020-01

RECEIPT OF BIDS: Sealed bids will be received at the office of the Director of the Placentia Library District, 411 East Chapman Avenue, Placentia, California 92870, until **2 p.m., April 13, 2020**, for the furnishing of all labor and materials and equipment for the HVAC Equipment Screen and Enclosure Project and other incidental and appurtenant work. Bids must be made on a form provided for that purpose, addressed to Jeanette Contreras, Library Director, Placentia Library District, 411 East Chapman Avenue, Placentia, California 92870 and "DO NOT OPEN-Bid for the Library Exterior Improvement Project" shall appear on the envelope of each sealed bid and each sealed envelope. No bid will be considered from a Contractor who is not licensed at least at Class B contractor at time of award in accordance with the provisions of the Contractor’s License Law (California Business and Professions Code, Section 7000 et seq.) and rules and regulations adopted pursuant thereto or to whom a bid form has not been issued by the Placentia Library District (“District”). The bids will be publicly opened and read at the District, 411 East Chapman Avenue, Placentia, California 92870, at 3 p.m., April 13, 2020.

DESCRIPTION OF WORK: The work to be performed or executed under these Contract Documents and Specifications consists of and includes the exterior work of the Placentia Library; and other incidental and appurtenant work necessary for the proper construction of the contemplated improvements, as further set forth in detail in the Plans and Specifications for PLD-2020-01 (“Specifications”) for the HVAC Equipment Screen and Enclosure Project (hereafter, “Project”).

COMPLETION OF WORK: All work shall be completed within ninety (90) calendar days after the Notice to Proceed is issued by the District. Anticipated issuance of the Notice to Proceed is April 27, 2020 which would result in a completion date of July 27, 2020.

PLD may require alternative work hours due to specific individual project conditions when necessary. Work will not be performed beyond hours specified herein or on Saturdays, Sundays or holidays unless authorized in advance by the Library Director to meet special requirements.

PLD Operating Hours		PLD Observed Holidays:	
Monday-Thursday	9am - 8pm	Memorial Day	May 25, 2020
Friday & Saturday	9am – 5pm	Independence Day	July 4, 2020
Sunday	1pm – 5pm		

PRE-BID CONFERENCE/OBTAINING CONTRACT DOCUMENTS: The **mandatory** pre-bid conference shall be conducted on March 17, 2020 at 11 a.m. at the site. The Contract Documents and Specifications are to be downloaded from the District’s website (www.placentialibrary.org). Please contact Jeanette Contreras if you need assistance downloading the contract documents.

PLD will provide reasonable access to the project site for Bidders during the proposal preparation period to verify and evaluate existing conditions. Should a Bidder anticipate requiring additional project site access, it shall provide PLD with no less than four (4) days’ notice.

PREVAILING WAGE RATE: The Project is a public works project as defined by the California Labor Code. As required by the California Labor Code, Section 1770 et seq. the District incorporates herein by reference the general prevailing rate of per diem wages as determined by the Director of Industrial Relations of the State of California. Prevailing wage rates are available on the California Department of Industrial Relations website. In accordance with the Labor Code, no workman employed upon work on this Project shall be paid less than the above referenced prevailing wage rate. A copy of said rates shall be posted at each job site during construction.

Contractor and any of its subcontractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, which precludes the award of a contract for a public work on any public works project awarded after April 1, 2015, to unregistered contractors.

DISTRICT'S RIGHTS RESERVED: The District reserves the right to reject any and all bids, should it deem this necessary for the public good, and also the bid of the bidder who has been delinquent or unfaithful in any former contract with the Placentia Library District. No bidder may withdraw his bid for a period of ninety (90) days after the date of the bid opening.

BID AWARD: Subject to the reservations noted above, the contract will be awarded to the lowest responsible bidder in accordance with State law.

INFORMATION FOR BIDDERS

1. **PREPARATION OF BID FORM:** The Placentia Library District (“District”) invites bids on the form attached to be submitted at such time and place as is stated in the Notice Inviting Sealed Bids. All blanks on the bid form must be appropriately filled in. All bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that the bid is received in the proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. **BID GUARANTEE:** Each bid shall be accompanied by cash or by a cashier's or certified check or by a bid bond in the amount of not less than ten percent (10%) of the amount stated in the bid. Said check or bond shall be made payable to the Placentia Library District and shall be given as a guarantee that the bidder, if awarded the work, will enter into a contract within ten (10) days after written notice of the award and will furnish the necessary bonds as hereinafter provided. In case of refusal or failure to enter said contract, the check or bond, as the case may be, shall be forfeited to the District. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the District, which is bound herein, and is properly filled out and executed.
3. **SIGNATURE:** The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder.
4. **MODIFICATIONS:** Changes in or addition to the bid form, recapitulations of the work bid upon, alternative bids or any other modifications of the bid form which is not specifically called for in the Contract Documents and Specifications may result in the District's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered. The bid submitted must not contain any erasures, interlineation, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.
5. **DISCREPANCIES WITHIN A BID:** In case of discrepancy between words and figures, the words shall prevail. If the amounts bid on individual items (if called for) do not in fact add to the total amount shown by the bidder, the correctly added total of the individual items shall prevail over the total figure shown. The estimated quantities and amounts are for the purpose of comparison of bids only. The District reserves the right to reject any or all bids and to waive any irregularity or informality in any bid to the extent permitted by law.
6. **BIDDER'S EXAMINATION OF SITE:** Each bidder shall examine carefully the site of the proposed work and the Contract Documents and Specifications therefore. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered as to the character, quality, and quantity of materials to be furnished, and as to the requirements of the contract, specifications and drawings. The name of the individual who examined the site of the work and the date of such examination shall be stated in the bid.

By submitting a bid, the bidder will be held to have personally examined the site and the drawings, to have carefully read the Contract Documents and Specifications, and to have satisfied himself as to his ability to meet all the difficulties attending the execution of the proposed contract before the delivery of his bid, and agrees that if he is awarded the contract, he will make no claim against the District based on ignorance or misunderstanding of the Contract Documents and Specifications.

7. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid either personally, by written request, or by e-mail, which is received by the Library Director Jeanette Contreras confirmed in the manner specified above prior to the scheduled closing time for receipt of bids.
8. INSURANCE AND BONDS: The Contractor shall not commence work under the contract until he has secured all insurance and bonds required under this section and as required in the contract, nor shall he allow any subcontractor to commence work on this subcontract until all similar insurance issued in compliance with this section shall be issued in the form, and be an insurer of the insurers, satisfactory to and first approved by the District in writing. Certificates of Insurance in the amounts required and an additional insured endorsement or copy of the policy evidencing same, shall be furnished by the Contractor to the District prior to the commencement of work.

The Contractor shall maintain adequate Workmen's Compensation Insurance under the laws of the State of California for all labor employed by him or by any subcontractor under him who may come within the protection of such Workmen's Compensation Insurance laws.

The Contractor shall maintain public liability insurance to protect said Contractor and the District against loss from liability imposed by law, for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to have been suffered by any person or persons, other than employees, resulting directly or indirectly from the performance or execution of this contract or any subcontract thereunder, and also to protect said Contractor and the District against loss from liability imposed by law, for damage to any property. Damage insurance shall be maintained by the Contractor in full force and effect during the entire period of performance under this contract, in the amount of not less than \$2,000,000 for any person injured and in the amount of not less than \$500,000 with respect to any property damage.

The Contractor shall secure with a responsible corporate surety, or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor of all requirements under the contract and upon the payment of claims of materials, men and laborers thereunder. The Faithful Performance Bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payment to be made under the contract computed on the basis of the prices stated in the bid. The Labor and Material Bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid.

9. INTERPRETATION OF CONTRACT DOCUMENTS AND SPECIFICATIONS: If any person contemplating submitting a bid for the proposed work is in doubt as to the true meaning of any part of the Contract Documents and Specifications, or finds discrepancies in, or omissions from same, he may submit to the District a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents and Specifications will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract document. No person is authorized to make any oral interpretation of any provision in the Contract Documents and Specifications to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.
10. DISQUALIFICATION OF BIDDERS: More than one bid from an individual, firm partnership, corporation, or association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future bids.

No award will be made to any bidder who cannot give satisfactory assurance as to his ability to carry out the contract, both from his financial rating and by reason of his previous experience as a Contractor on work of the nature contemplated in the Contract. The bidder may be required to submit his record of work of similar nature to that proposed under the Specifications, and unfamiliarity with the type of work may be sufficient cause for rejection of the bid.

11. INELIGIBLE SUBCONTRACTORS: The successful bidder shall be prohibited from performing work on this Project with a subcontractor who is ineligible to perform work on the Project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
12. AWARD OF CONTRACT: No bid will be considered from a Contractor who is not licensed as a Class B contractor at time of award in accordance with the provisions of the Contractor's License Law (California Business and Professions Code, Section 7000 et seq.) and rules and regulations adopted pursuant thereto or to whom a bid form has not been issued by the Placentia Library District. The award, if made, will be made within ninety (90) calendar days after the opening of the bids; provided that the award may be made after said period if the successful bidder shall not have given the District written notice of the withdrawal of his bid.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid, subject to the requirements of Public Contract Code §4104, or engage in the performance of any contract for public work, as defined in the Public Contract Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code §1771.1 for an unregistered contractor to submit a bid that is authorized by Business and Professions Code § 7029.1 or by Public Contract Code §§ 10164 and 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code § 1725.5 at the time the contract is awarded.

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

The Contractor is required to post the job sites as prescribed by regulation pursuant to Labor Code § 1771.4 and all contractors must secure the payment of compensation to its employees pursuant to Labor Code § 1869.

13. ALTERNATES: If alternate bids are called for, the contract may be awarded at the election of the District's Board to the lowest responsible bidder on the base bid, or on the base bid and any alternate(s) specified in the Contract Documents and Specifications.
14. COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder including qualifications, references, proper licensing, adequate workforce and experience for the performance of the work covered by the bid.
15. QUALIFICATION OF BIDDERS: Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each bidder on the EXPERIENCE STATEMENT form provided.

EXPERIENCE STATEMENT

To be responsive, the bidder must list below a minimum of two companies or public agencies for which bidder has provided similar work with HVAC equipment screen and enclosure projects and thereof performed within California within the past ten years.

1. Project Title _____
Contract Amount _____
Type of Work _____
Client _____
Agency Project Manager _____ Phone _____
Date Completed _____ % Subcontracted ____

2. Project Title _____
Contract Amount _____
Type of Work _____
Client _____
Agency Project Manager _____ Phone _____
Date Completed _____ % Subcontracted ____

3. Project Title _____
Contract Amount _____
Type of Work _____
Client _____
Agency Project Manager _____ Phone _____
Date Completed _____ % Subcontracted ____

NOTE: If requested by the District, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature _____

Bidder qualifications called for to be submitted at time of bid include, but are not necessarily limited to:

1. The Contractor shall have held a California Contractors License for a minimum of five (5) continuous years prior to the bid opening date for this Project. The license used to satisfy this requirement shall be of same type required by the contract.
 2. License classification shall be as required by the contract specifications.
 3. The Contractor shall perform at least 50% of the contract price with its own forces.
16. **LISTING SUBCONTRACTORS:** Each bidder shall submit a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Government Code Section 4100 and following). Forms for this purpose are furnished with the contract documents. The name and location of business of any subcontractor who will perform work exceeding 1/2 of 1% of the prime contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater, must be submitted with the bid. Any other information regarding the foregoing subcontractors that is required by District to be submitted may be submitted with the bid, or may be submitted to District up to 24 hours after the deadline established herein for receipt of bids. The additional information must be submitted by the bidder to the same address and in the same form applicable to the initial submission of bid.
17. **WORKER'S COMPENSATION:** In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall secure the payment of compensation to his employees. The Contractor shall sign and file with the District the following certificate prior to performing the work under the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require 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." The form of such certificate is included as part of these Contract Documents and Specifications.
18. **BID DEPOSIT RETURN:** Deposits of three or more low bidders, the number being at the discretion of the District, will be held for ninety (90) days or until posting by the successful bidder of the Bonds required and return of executed copies of the contract, whichever first occurs, at which time the deposits will be returned after consideration of the bids.
19. **EXECUTION OF CONTRACT:** The bidder to whom award is made shall execute a written contract with the District in substantial form to the agreement form provided herein, and shall secure all insurance and bonds as herein provided within ten (10) days from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award and the forfeiture of the bid guarantee.
- If the successful bidder refuses or fails to execute the contract, the District may award the contract to the next lowest responsible bidder or re-advertise. On the failure or refusal of the lowest responsible bidder or next lowest responsible bidder to execute the contract, such bidder's guarantees shall be likewise forfeited to the District.
20. **"OR EQUAL":** Pursuant to Division 5, Chapter 4, Article 4 (commencing at Section 4380) Government Code, all Specifications shall be deemed to include the words "or equal", provided however that permissible exceptions hereto shall be specifically noted in the Specifications.

21. EMPLOYMENT OF APPRENTICES: The Contractor and all subcontractors shall comply with the provisions in Sections 1777.5, (Chapter 1411, Statutes of 1968), and 1777.6 of the California Labor Code concerning the employment of apprentices. The Contractor and any subcontractor shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code section, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.
22. EVIDENCE OF RESPONSIBILITY: Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources and construction experience.
23. WAGE RATES: The Contractor and/or subcontractor shall pay wages as indicated in the "Notice Inviting Sealed Bids" section of the Contract Documents and Specifications. The Contractor shall forfeit as penalty to the District, two hundred dollars (\$200.00) for laborers, workmen, or mechanics employed for each calendar day, or portion thereof, if such laborer, workman or mechanic employed is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of Labor Code, and in particular, Sections 1770 to 1781 inclusive. Copies of all collective bargaining agreements relating to the work as set forth in the aforementioned Labor Code are on file with the Department of Industrial Relations, Division of Labor Statistics and Research.
24. PERMITS, FEES AND LICENSES: The Contractor shall possess a valid business license as required by the City of Placentia, prior to the issuance of the first payment made under this Contract.
25. TIME OF COMPLETION AND LIQUIDATED DAMAGES: Bidder must agree to commence work on or before the date of written "Notice to Proceed" of the District and to fully complete the Project within one hundred fifty-four (154) calendar days thereafter. Contractor must agree also to pay as liquidated damages, the sum of one thousand two hundred dollars (\$1,200) for each calendar day thereafter that it fails to complete the work.
26. CLAIMS FILING AND PROCESSING: The District and Contractor agree to attempt to orally resolve any disputes which may give rise to a claim (hereafter, "Claim") that falls within the definition of Public Contract Code section 9204 (hereafter, "Section 9204"). If these efforts are unsuccessful, the District and Contractor shall process the Claim in accordance with Section 9204. In summary, if the Contractor decides to submit a Claim to the District, it shall be sent by registered or certified mail, return receipt requested, together with reasonable documentation to support the Claim. A Claim may include a Claim by a subcontractor or a lower tier subcontractor meeting the requirements of Section 9204(d)(5). Within 45 days of receipt of the Claim, or any extension thereof agreed upon by the District and the Contractor, the District will conduct a reasonable review of the Claim and provide the Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Payment of any undisputed portion of the Claim shall be made within 60 days after the District issues its written statement. If the District does not provide a written statement within the time specified, the Claim shall be deemed rejected.

If the Contractor disputes the District's written statement or if the Claim is deemed rejected, the Contractor may demand in writing by registered or certified mail to the District, return receipt requested, an informal conference to meet and confer in an effort to settle the disputed portion of any Claim. Within 30 days of receipt of such written demand, the District shall schedule a meet and confer conference.

If any portion of the Claim remains in dispute after the conference, the District shall, within 10 District business days of the conclusion of the conference, provide the Contractor with a written statement identifying any portion that remains in dispute and any portion that is undisputed. Payment of any undisputed portion shall be made within 60 days after the District issues its written statement. Any remaining disputed portion shall be submitted to nonbinding mediation in accordance with Section 9204(c)(2)(B), unless the Contractor and District waive the mediation upon mutual written agreement.

**BIDDER'S BID
PLACENTIA LIBRARY DISTRICT
LIBRARY EXTERIOR IMPROVEMENT PROJECT**

DISTRICT PROJECT NO. PLD-2020-01

Date _____, 2020

To the Board of Directors of the Placentia Library District:

The Undersigned hereby declares:

- (a) That the only persons or parties interested in this bid as principals are the following:

(If the bidder is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a co-partnership, give the name, under which the co-partnership does business, and the names and addresses of all co-partners. If an individual, state the name under which the contract is to be drawn.)

- (b) That this bid is made without collusion with any person, firm or corporation.
- (c) That he has carefully examined the location of the proposed work and has familiarized himself with all of the physical and climatic conditions, and makes this bid solely upon his own knowledge.
- (d) That by submitting this Bidder's Bid, he acknowledges receipt and knowledge of the contents of those communications sent by the Placentia Library District to him at the address furnished by him to the Placentia Library District when this bid form was obtained.
- (e) That he has carefully examined the specifications, both general and detail, and the drawings attached hereto, and communications sent to him as aforesaid, and makes this bid in accordance therewith.
- (f) That, if this bid is accepted he will enter into a written contract for the performance of the proposed work with the Placentia Library District.
- (g) That he proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are estimates and that the unit prices will apply to the actual quantities whatever they may be.

Accompanying this bid is a certified or cashier's check or bidder's bond, payable to the order of the Placentia Library District in the sum of _____ DOLLARS (\$ _____).

Said bidder's bond has been duly executed by the undersigned bidder and by a financially sound surety company authorized to transact business in this state.

It is understood and agreed that should the bidder fail within ten (10) days after award of contract to enter into the contract and furnish acceptable surety bonds, then the proceeds of said check, or bidder's bond, shall become the property of the Placentia Library District; but if the contract is entered into and said bonds are furnished, or if the bid is not accepted then said check shall be returned to the undersigned, or the bidder will be released from the bidder's bond.

Address of Bidder

Telephone of Bidder

City

Zip Code

Signature of Bidder

BID SCHEDULE

**PLACENTIA LIBRARY DISTRICT
CONTRACT DOCUMENTS AND SPECIFICATIONS
HVAC EQUIPMENT SCREEN AND ENCLOSURE PROJECT**

DISTRICT PROJECT NO. PLD-2020-01

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION WRITTEN IN WORDS	UNIT PRICE	AMOUNT
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					

MANDATORY BID SCHEDULE ITEMS:
TOTAL AMOUNT BID (IN FIGURES)→

TOTAL AMOUNT BID, SCHEDULE (WRITTEN IN WORDS): _____

Bid Schedule Note: Bid Price indicated refers to all items illustrated on the plans and details, and delineated within the specifications installed and completely in place with all applicable portions of the construction documents and include all costs connected with such items including, but not necessarily limited to, materials, transportation, taxes, insurance, labor, overhead, and profit, for Contractor and Subcontractors.

All work called for on the Contract Documents and Specifications are to provide a completed Project with all systems operating properly and ready for use.

Accompanying this bid is _____
(Insert "\$ _____ cash", "cashier's check", "certified check", or "bidder's bond" as the case may be) in the amount equal to at least ten percent (10%) of the total bid.

The undersigned further agrees that in case of default in executing the required contract, with necessary bond, within ten (10) days, not including Sundays and legal holidays, after having received notice that the contract has been awarded and ready for signature, the proceeds of the security accompanying his bid shall become the property of the Placentia Library District, and this bid and the acceptance thereof may be considered null and void.

NAME OF BIDDER (PRINT)	SIGNATURE	DATE
------------------------	-----------	------

ADDRESS

CITY	ZIP CODE	TELEPHONE
------	----------	-----------

STATE CONTRACTOR LICENSE NO. AND CLASSIFICATION

I declare under penalty of perjury of the laws of the State of California that the representations made herein are true and correct in accordance with the requirements of California Business and Professional Code Section 7028.15.

CONTRACTOR SIGNATURE OR AUTHORIZED OFFICER

LIST OF SUBCONTRACTORS *

BID OPENING DATE April 13, 2020

PROJECT: LIBRARY EXTERIOR IMPROVEMENT

PROJECT NO.: PLD-2020-01

LOCATION: 411 East Chapman Avenue, Placentia, CA 92870

CLIENT: PLACENTIA LIBRARY DISTRICT

CONTRACTOR _____

Name Under Which Subcontractor is Licensed	License No.	Address of Office, Mail, Or Shop	Percent of Total Contract	Specific Description of Subcontract

*In compliance with the provisions of Public Contract Code Section 4104, the undersigned bidder herewith sets forth the name, location of the place of business, and California contractor license of each subcontractor – who will perform work or labor or render service to the Prime Contractor, specially fabricates and installs a portion of the work or improvement necessary to complete construction contained in the plans and specifications, in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor’s total base bid amount or ten thousand (\$10,000.00), whichever is greater, and the portion of the work which will be done by each subcontractor.

DECLARATION OF ELIGIBILITY TO CONTRACT
Labor Code Section 1777.1; Public Contract Code Section 6109

The undersigned, a duly authorized representative of the Contractor, certifies and declares that:

1. The Contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The Contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1777.1 or 1777.7 of the California Labor Code or another provision of law.
3. The Contractor is aware of California Public Contract Code Section 6109, which states:
 - (a) A public entity, as defined in Section 1100 of the [Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
 - (b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.
4. The Contractor has investigated the eligibility of each and every subcontractor the Contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code Sections 1777.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this day of _____, 2020, at _____ (place of execution).

Signature

Name:

Title:

Name of Contractor:

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

In accordance with Government Code Section 14310.5 and in conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

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

YES: _____

NO _____

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

STATEMENT

In conformance with Public Contract Code Section 10232, 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.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Project Identification PLD-2020-01

Bid Date _____

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporation or individual bidder. The bidder may attach any additional information or explanation of data, which he would like, taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

ITEM	5 CALENDAR YEARS PRIOR TO CURRENT YEAR						CURRENT YEAR
	2011	2012	2013	2014	2015	TOTAL	
No. of Contracts							
Total dollar amount of contracts (in 1,000's)							
No. of lost workday cases							
No. of lost work day cases involving permanent transfer to another job or termination of employment							
No. of lost workdays							

*The information required for this item is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary - Occupational Injuries and Illnesses, OSHA No. 102.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of these records.

Name of Bidder (Print)

Signature

Address

State Contractor's Lic. No. & Class

City Zip Code

Telephone

AFFIDAVIT FOR CO-PARTNERSHIP FIRM

STATE OF CALIFORNIA)
) ss.
PLACENTIA LIBRARY DISTRICT)

_____, being first duly sworn, deposes and says:

That he is a member of the co-partnership firm designated as

which is the party making the foregoing bid or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the Placentia Library District or any person interested in the proposed contract, for himself or for any other person.

That he has been and is duly vested with authority to make and sign instruments for the co-partnership by

who constitute the other members of the co-partnership.

Signature

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

STATE OF CALIFORNIA)
) ss.
PLACENTIA LIBRARY DISTRICT)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2020, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature of Officer Administering Oath

(seal)

AFFIDAVIT FOR CORPORATE BIDDER

STATE OF CALIFORNIA)
) ss.
PLACENTIA LIBRARY DISTRICT)

_____, being first duly sworn, deposes and says:

That he is _____

of, _____

a corporation which is the party making the foregoing bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the Placentia Library District or any person interested in the proposed contract, for himself or for any other person.

Signature

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

STATE OF CALIFORNIA)
) ss.
PLACENTIA LIBRARY DISTRICT)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2020, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature of Officer Administering Oath

(seal)

AFFIDAVIT FOR JOINT VENTURE

STATE OF CALIFORNIA)
) ss.
PLACENTIA LIBRARY DISTRICT)

_____, being first duly sworn, deposes and says:

That he _____

of, _____

one of the parties submitting the foregoing bid as a joint venture and that he has been and is duly vested with the authority to make and sign instruments for and on behalf of the parties making said bid who are:

_____;

that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the Placentia Library District or any person interested in the proposed contract, for himself or for any other person.

Signature

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

STATE OF CALIFORNIA)
) ss.
PLACENTIA LIBRARY DISTRICT)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2020, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature of Officer Administering Oath

(seal)

BOND No. _____

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that, WHEREAS the Placentia Library District ("District"), has awarded to _____

(Name and address of Contractor)

("Principal"), a contract (the "Contract") for the work described as follows: Library Exterior Improvement Project, Project No.: PLD-2020-01.

WHEREAS, Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto District in the

penal sum of _____

Dollars (\$_____), this amount being not less than the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her, or its, heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless District, its officers, agents, and others as therein provided, 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, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The District is the principal beneficiary of this bond and has rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal 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: _____

"Principal"

"Surety"

By: _____
Its _____

By: _____
Its _____

By: _____
Its _____

By: _____
Its _____

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

APPROVED AS TO SURETY AND
PRINCIPAL AMOUNT

By: _____
Insurance Administrator

BOND No. _____

**PAYMENT BOND
(LABOR AND MATERIAL)**

KNOW ALL PERSONS BY THESE PRESENTS that, WHEREAS the Placentia Library District Bar ("District"), has awarded to _____

(Name and address of Contractor)

("Principal"), a contract (the "Contract") for the work described as follows: Library Exterior Improvement Project, Project No.: PLD-2020-01.

WHEREAS, Principal is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto District in the penal sum of _____

Dollars(\$ _____), this amount being not less than one hundred (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void. This bond shall insure to the benefit of any of their persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal 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 _____

"Principal"

"Surety"

By: _____

By: _____

Its _____

Its _____

By: _____

By: _____

Its _____

Its _____

Notary

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

APPROVED AS TO SURETY AND
PRINCIPAL AMOUNT

By: _____

Insurance Administrator

BOND No. _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that,

WHEREAS, the Placentia Library District (“District”), has issued an invitation for bids for the work described as follows: Library Exterior Improvement Project, Project No.: PLD-2020-01

WHEREAS _____

(Name and address of Bidder)

("Principal"), desires to submit a bid to the District for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto District in the penal sum of

_____ Dollars(\$ _____), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded a contract for the work by District and within the time and in the manner required by the bidding specifications, entered into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, 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, Surety further agrees to pay all court costs incurred by District in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal 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: _____

"Principal"

"Surety"

By: _____
Its _____

By: _____
Its _____

By: _____
Its _____

By: _____
Its _____

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

NON-COLLUSION AFFIDAVIT

TO: THE PLACENTIA LIBRARY DISTRICT:

STATE OF CALIFORNIA)
) ss.
PLACENTIA LIBRARY DISTRICT)

_____, being first duly sworn, deposes and says that he or she is of _____, the party making the foregoing bid, that the bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited another 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 contact or 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.

Signature of Bidder

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

STATE OF CALIFORNIA)
) ss.
PLACENTIA LIBRARY DISTRICT)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal) Signature _____

PART II
GENERAL PROVISIONS FOR
HVAC EQUIPMENT SCREEN AND ENCLOSURE PROJECT
DISTRICT PROJECT NO. PLD-2020-01

1. GENERAL CONDITIONS

All work shall be done in accordance with the Contract Documents and Specifications for Project No.: PLD-2020-01.

2. SCOPE OF WORK

Bidder shall furnish labor, materials and equipment necessary to install Cascade Rooftop Screens Manufacturer. Bidder will work with Cascade Rooftop Screens Manufacturer to obtain necessary architectural, engineering calculations and drawings along with required permits to install the approved equipment screen and enclosure as per Exhibit A. The screen height shall be 13.5' with a total lineal footage of 110'. The frame will attach to existing roof framing and concrete wall.

Bidder shall also be responsible for roof work as necessary as a result of the installation of the HVAC equipment screen and enclosure.

3. AWARD AND EXECUTION OF CONTRACT.

(a) Examination of Plans, Specifications, General Provisions, and Site of Work: The bidder is required to examine carefully the site, its bid, and the Contract Documents and Specifications for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, including all installations and utilities, whether underground, surface or overhead, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, the special provisions and the Contract. It is mutually agreed that submission of a bid shall be considered prima facie evidence that the bidder has made such examination.

(b) Bid Form: All bids must be made upon forms obtained from the District from its website or at Placentia Library District 411 East Chapman Avenue, Placentia, California. All bids must give the prices proposed, both in writing and figures, and must be signed by the bidder, and his address shown. If the bid is made by an individual, his name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the bid must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer.

(c) Rejection of Bids Containing Alterations, Erasures or Irregularities: Bids may be rejected if they show any alterations or form additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind.

3. CONTROL OF MATERIALS

(a) Guarantee. The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the District, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within 1 year after the date of acceptance of work. Within this 1-year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the District harmless from claims of any kind arising from damages due to said defects or noncompliance. The Contractor shall make all repairs, replacements, and restorations within 30 days after the date of the Project Manager's written notice.

(b) Test of Materials. Except as elsewhere specified, the District will bear the cost of materials testing and independent acceptance testing, if any. The cost of all other tests, including the retesting of materials and independent acceptance testing that fails to pass the first test, shall be borne by the Contractor.

(c) To the extent required, the Contractor shall notify any effected utilities (copy to District) of the project. The Contractor is responsible for protecting any utility lines which need protection during the course of construction.

4. ORDER AND TIME OF WORK.

The order of work, except where otherwise specifically required by the Plans and Specifications, shall be determined by the Contractor who shall be solely responsible for coordinating all subcontract and prime contract work to minimize delays during construction.

The Contractor shall schedule his work in order to be as least disruptive as possible to adjacent businesses and residents.

Daytime work hours shall be 7:00 a.m. to 4:00 p.m. Monday - Friday. Saturday work hours, if permitted, must be requested at least one week (7 Calendar Days) in advance to the Project Manager, and shall be 8:00 a.m. to 4:00 p.m.

Nighttime work hours may be permitted at District's discretion. If granted, the District and Contractor shall agree in writing the hours that construction work will be permitted. Contractor shall not be entitled to any increase in the contract price due to any additional costs Contractor incurs, including overtime, in scheduling the work, unless such scheduling is at District's request.

The Contractor shall comply with all City of Placentia sound control and noise level rules, regulations, and ordinances which apply to any work performed, and shall make every effort to control any undue noise resulting from the construction operation.

The District reserves the right to stop work if the Project Manager determines that these conditions are being violated.

PLD may require alternative work hours due to specific individual project conditions when necessary. Work will not be performed beyond hours specified herein or on Saturdays, Sundays or holidays unless authorized in advance by the Library Director to meet special requirements.

PLD Operating Hours

PLD Observed Holidays:

Monday-Thursday 9am - 8pm

Memorial Day May 25, 2020

Friday & Saturday 9am – 5pm

Independence Day July 4, 2020

Sunday 1pm – 5pm

5. RESPONSIBILITIES OF THE CONTRACTOR IN CONDUCT OF WORK

Until the formal acceptance of the work by the District, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other case, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the District or its patrons.

6. WORK SITE MAINTENANCE

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of the public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under the contract.

7. PAYMENT

The Contractor agrees that the payment of the amount under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the District, its officers, agents and employees of any and all claims or liability on account of work performed under the Contract or any alterations thereof.

(a) Progress Payments. The Contractor shall be entitled each month to a monthly progress payment in an amount equal to ninety-five percent (95%) of the estimated percentage of actual work completed by the end of the preceding calendar month, based on the contract price less all previous payments. Subject to the provisions of Section 22300 of the Public Contract Code, a five percent (5%) retention will be withheld from each payment. All invoices and detailed pay requests shall be submitted to the Project Manager by the 25th day of each month for the preceding calendar month and must be approved by the Project Manager prior to submittal to the District for payment. The District will pay each approved invoice within 30 days of the invoice approval. In all events, the District shall withhold no less than five percent (5%) of the contract price until final completion and acceptance of the work and any liquidated damages that may have accrued.

Payments by the District or acceptance of invoices by the Project Manager shall in no way be considered as an acceptance of any part of the work or material of the Project, nor shall it in any way govern the final estimate.

Acceptance of any progress payment without written protest shall be an acknowledgment by the Contractor that the number of accumulated contract days shown on the associated statement of working days is correct. Progress payments made by the District to the Contractor after the completion date of the Contract shall not constitute a waiver of liquidated damages.

The Contractor shall submit with its invoice the Contractor's conditional waiver of lien for the entire amount covered by such invoice; valid unconditional waivers of lien from the Contractor and all subcontractors and material-men for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 3262. Prior to final payment by the District, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or material-men.

(b) Final Payment. After the completion of the Contract, the District shall make a final inspection of the work done thereunder, and if entirely satisfactory and complete, the District shall pay to the Contractor an amount which, when added to the payments previously made and deductions allowable to the District, will equal ninety-five percent (95%) of the contract price. Thereafter the balance of the contract price remaining unpaid shall be paid thirty-five (35) calendar days after the recording of a Notice of Completion by the District. The payment of the final amount due under the Contract and the adjustment and payment for any work done in accordance with any alterations of the same shall release the District from any and all claims on account of the work performed under the Contract or any alterations thereof. Final payment to Contractor shall be withheld for at least 30 days after the time in which Contractor has verified, to the District's satisfaction, that it has submitted all information to the Department of Industrial Relations required by Labor Code §1773.3.

8. FINAL CLEANUP AND CLOSEOUT.

Upon completion of the work, and before acceptance and final payment is made by the District, the Contractor shall clean the Project site and areas occupied in connection with the work. All rubbish, excess materials, falsework, temporary structures, and equipment shall be removed; and all parts of the work shall be left in a neat and presentable condition.

9. FINAL INSPECTION AND ACCEPTANCE.

The Contractor shall notify the Project Manager a minimum of five working days in advance when a final inspection of the work is desired. If the Project Manager agrees that the work is complete and ready for inspection, he will, as soon thereafter as possible, make the necessary examinations. No final acceptance of the work shall be allowed until all check (punch) list items to be rectified have been corrected and any subsequent final inspections have been performed.

Bidder Agrees to Execute Agreement
In Substantially This Form

**AGREEMENT FOR LIBRARY EXTERIOR IMPROVEMENT PROJECT BETWEEN
PLACENTIA LIBRARY DISTRICT AND [NAME OF CONTRACTOR]**

The following agreement ("Agreement") is made and entered into, as of the date executed by the President of the Board of Directors of the Placentia Library Director, by and between [*Name of Contractor*], a [*entity's structure, i.e, a California corporation*], hereinafter referred to as the "Contractor" and the Placentia Library District, hereinafter referred to as "District."

WHEREAS, District accepted the bid of Contractor and;

WHEREAS, District has authorized the President of the Board of Directors to execute a written contract with Contractor for furnishing labor, equipment and material for roofing services for the District.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. **GENERAL SCOPE OF WORK:** Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Placentia Library Exterior Improvement Project as is further set forth in District's Contract Documents and Specifications for Project No.: PLD-2018-03, which are hereby incorporated herein by reference and are collectively referred to herein as the "Scope of Services." All work to be performed under this Agreement shall be in accordance with the Scope of Services, and in accordance with the instructions of [*Name of Project Manager*], District's Project Manager, hereafter referred to as "Project Manager".

2. **INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY/PRIORITY OF DOCUMENTS:** The Scope of Services together with this Agreement and Contractor's Bid dated [*Insert Date*], shall constitute the entire agreement between the parties. This Agreement is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the Contractor whether set out specifically in this Agreement or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this Agreement, the following order of precedence shall apply: (1) this Agreement; (2) the Scope of Services; and (3) Contractor's Bid. This Agreement may not be amended except in writing signed by the parties.

3. **COMPENSATION:** Contractor agrees to receive and accept the prices set forth in Contractor's Bid as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation in the amount of [*Insert Contract Price*] (**\$00.00**) shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in this Agreement; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work,

and all other unknowns or risks of any description connected with the work. To the extent applicable, final payment to Contractor shall be withheld for 30 days after the time in which Contractor has verified to the District's satisfaction that it has submitted all information to the Department of Industrial Relations required by Labor Code §1773.3.

4. TERM OF AGREEMENT: The time for completing the work is a material provision of this Agreement and time is of the essence. Contractor agrees to do all things reasonably necessary to complete the work within the time established in the Scope of Services and in coordination with the Project Manager.

5. INSURANCE:

- a. Contractor shall at all times during the term of this Agreement carry, maintain and keep in full force and effect, with an insurance company authorized to do business in the State of California the following insurance:
 - i. A policy of broad-form comprehensive general liability insurance written on an occurrence basis with minimum limits of \$2,000,000 combined single limit coverage against any injury, death or damage as a result of wrongful or negligent acts by Contractor, its officer, employees, agents and subcontractors in performing this Agreement.
 - ii. Property damage insurance with a minimum limit of \$500,000 per occurrence.
- b. Worker's Compensation insurance with a minimum limit of \$500,000 or the amount required by law, whichever is greater.

Contractor shall not commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to District nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until all insurance required of the sub-contractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

- a. Workers' Compensation Insurance: Before beginning work, the Contractor shall furnish to the District a certificate of insurance as proof that he has taken out full workers' compensation insurance for all persons whom he may employ directly or through sub-contractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. In executing this Agreement Contractor certifies as follows:

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

- b. Each such policy of insurance provided for in paragraph a. shall:

- 1) Be issued by an insurance company which is authorized to do business in the State of California.
 - 2) Name as additional insured the District, its officers, agents and employees;
 - 3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under the policy;
 - 4) Otherwise be in form satisfactory to the District.
- c. The Contractor shall, prior to performing any work under this Agreement, deliver to the Library Director or her designee the original policies of insurance required in paragraphs a. and b. hereof, or a certificate of the insurance company, showing the issuance of such insurance, and the additional insured and other provisions required herein.

6. PREVAILING WAGE: Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public works is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages.

Contractor shall forfeit, as penalty to District, not more than two hundred dollars (\$200.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Agreement, by him or by any sub-contractor under him.

Contractor and any of its sub-contractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, which precludes the award of a contract for a public work on any public works project awarded after April 1, 2015 to a person not registered. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7. APPRENTICESHIP EMPLOYMENT: Contractor and sub-contractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

8. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and the Contractor and any sub-contractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

9. TRAVEL AND SUBSISTENCE PAY: Contractor agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

10. CONTRACTOR'S LIABILITY: The District, its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of Contractor, of its sub-contractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

Contractor will indemnify Indemnitees against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of Contractor, its agents, employees, sub-contractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of District.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of District under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless District for liability attributable to the active negligence of District provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

11. NON-DISCRIMINATION: Pursuant to Labor Code Section 1735, no discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of the race, color, sex, mental disability, physical disability, religion or other reason set forth in Government Code § 12940 of such person. Contractor agrees to post in conspicuous places available to employees and applications, a notice setting forth provisions of this non-discrimination clause. A violation of this section exposes the Contractor to the penalties provided for in Labor Code Section 1735.

12. BONDS: Contractor shall provide payment and performance bonds equaling 100% of the compensation amount set forth in Section 3 of this Agreement on forms reasonably acceptable to the District. The form of performance bond shall ensure Contractor's performance of the work set forth in this Agreement. The form of the payment bond shall ensure the payment of laborers, mechanics, materialmen and others as set forth in the California Civil Code.

13. TERMINATION: This Agreement may be terminated by the District for any reason upon the giving of a written "Notice of Termination" to Contractor at least fifteen (15) days prior to the date of termination specified in the notice. Upon receipt of such notice, Contractor shall immediately cease work, unless otherwise directed by the Notice of Termination. In the event of such termination, Contractor shall be paid for services satisfactorily rendered and expenses reasonably and necessarily incurred prior to the effective date of termination, unless the Notice of Termination is issued for cause, in which event the District may withhold any disputed compensation. Contractor shall not be entitled to any claim for lost profits.

14. CLAIMS FILING AND PROCESSING: The City and Bidder agree to attempt to orally resolve any disputes which may give rise to a claim (hereafter, "Claim") that falls within the definition of Public Contract Code section 9204 (hereafter, "Section 9204"). If these efforts are unsuccessful, the City and Bidder shall process the Claim in accordance with Section 9204.

Contractor's License No. [*Insert No.*]

15. GOVERNING LAW/VENUE: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California. Should any legal action arise under this Agreement the County of Orange, Orange County Superior Court shall be the place of venue.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

Placentia Library District

Approved as to form:

Gayle Carline, Board President

David DeBerry, Special Counsel

Date: _____, 2020

Date: _____, 2020

[*Insert Name of Contractor*]

Name:

Title: _____

Date: _____, 2020