

**City of Lathrop  
Department of Public Works**

**On-Call Board-Up Services  
FY 2022-2023**

CUPCCAA Informal Bid Solicitation



Approved: \_\_\_\_\_

A handwritten signature in blue ink, appearing to read "Michael King", is written over a horizontal line.

Michael King, Assistant City Manager

Date: June 16, 2022

**CITY OF LATHROP - NOTICE INVITING INFORMAL BIDS**  
PURSUANT TO STATE OF CALIFORNIA UPCCA ACT

**On-Call Board-Up Services FY 2022-2023**

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## CITY OF LATHROP - NOTICE INVITING INFORMAL BIDS

PURSUANT TO STATE OF CALIFORNIA UPCCA ACT

### On-Call Board-Up Services FY 2022-2023

#### NOTICE TO CONTRACTORS

The City of Lathrop invites sealed bids for the provision of Board-Up Services, in the City of Lathrop, California. Sealed bids will be received at City Hall, located at 390 Towne Centre Drive, Lathrop, CA until **6:00 PM, Monday, June 27, 2022**. Bids submitted by mail shall be addressed to: City of Lathrop, Attention Senior Construction Manager / SEALED BID FOR BOARD-UP SERVICES, 390 Towne Centre Drive, Lathrop, CA 95330.

#### SCOPE OF WORK

The scope of work to be performed under this contract is generally described as provision of structural lumber and services to seal off doors, windows and other openings of structures within the city limits breached by police. Note that this on-call service must be provided as requested by the Lathrop Police Department, on a 24 hour availability basis, and with a maximum contractor response time of one hour.

The term of the On-Call Board-Up Services contract will begin as early as July 1, 2022, and expire on June 30, 2023.

This contract may be extended by the City for up to three (3) additional one-year terms after the initial contract term in one (1) year increments at the discretion and approval of the City.

#### BIDDING INFORMATION

The value of this work is estimated at \$18,000 and requires the following bonds at the indicated percentages of contract value: Bid (10%).

A valid California Contractor's license Class B (General Building) is required to bid on this project.

In accordance with SB 854, all contractors who bid or work on Public Works projects for the City of Lathrop are subject to the following requirements:

- **DIR Registration.** Each Bidder submitting a proposal to complete the work, labor, materials and/or services ("Work") subject to this procurement must be a Department of Industrial Relations registered contractor pursuant to Labor Code Section 1725.5 ("DIR Registered Contractor"). A Bidder who is not a DIR Registered Contractor when submitting a proposal for Work is deemed "not qualified" and the proposal of such a Bidder will be rejected as non-responsive. Pursuant to Labor Code Section 1725.5, all Subcontractors identified in a Bidder's Subcontractors' List shall be DIR Registered Contractors. If awarded the Contract for the Work, at all times during performance of the Work, the Bidder and all Subcontractors, of any tier, shall be DIR Registered Contractors.



# CITY OF LATHROP - NOTICE INVITING INFORMAL BIDS

PURSUANT TO STATE OF CALIFORNIA UPCCA ACT

## On-Call Board-Up Services FY 2022-2023

### INQUIRIES

All communication relative to the administration of this work shall be directed to Ken Reed, Senior Construction Manager, at [kreed@ci.lathrop.ca.us](mailto:kreed@ci.lathrop.ca.us), (209) 941-7363 or by calling the Public Works Department at (209) 941-7430.

## SECTION 00100

### INSTRUCTIONS TO BIDDERS

#### **BACKGROUND**

The City of Lathrop is located in the San Joaquin Valley, 70 miles east of San Francisco, CA and has an approximate population of 25,000 people. The work will provide secure closure from entry for doors, windows or other openings in private and public structures following police breach.

#### **DESCRIPTION OF WORK**

The work to be performed under this contract is generally described as provision of labor, tools and materials to seal off doors, windows and other openings of dwelling structures within the city limits breached by police. Note that this on-call service must be provided as requested by the Lathrop Police Department (LPD) on a 24 hour availability basis, with a maximum contractor response time of one hour and completion of requested services as soon as practicable.

The Contractor shall furnish all tools, equipment, supplies and manufactured articles, and furnish all transportation, utilities, facilities, and perform all labor, supervision, and or other operations required to fulfill the Contract in strict accordance with the Contract Documents.

The Work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper performance of the services in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown in said Contract Documents, at no increase in cost to the City.

The Specifications for these requested Services is included in Attachment A - Service Specifications.

The requested Services shall be provided anywhere within the City of Lathrop city limits requested by LPD. City of Lathrop City Limits are shown in Attachment B – City of Lathrop map.

#### **SITES OF WORK**

All board-up sites will be within the Lathrop city limits.

#### **START / COMPLETION OF BOARD-UP TASKS**

Note that this on-call service must be provided by the Contractor as requested by the Lathrop Police Department and on a 24 hour availability basis, with a maximum response time of one hour.

The Contractor shall commence and complete each task under this Contract at the direction of the Lathrop Police Department. The Contractor shall, at all times during the continuance of the Contract, prosecute the work with such force and equipment as are sufficient to complete the work as quickly as practicable.

## SECTION 00100

### **CONTRACT TERM**

The term of the On-Call Board-Up Services contract will begin as early as July 1, 2022, and expire on June 30, 2023.

This contract may be extended by the City for up to three (3) additional one-year terms after the initial contract term in one (1) year increments at the discretion and approval of the City as follows:

- Optional Term 1: July 1, 2023-June 30, 2024
- Optional Term 2: July 1, 2024-June 30, 2025
- Optional Term 3: July 1, 2025-June 30, 2026

The City shall notify the Contractor of its intent to extend the contract no later than June 1<sup>st</sup> of the current contract term.

### **BID**

**Note that the quantities of Incident Response (Bid Item #1) and Square Feet of Board-Up Opening (Bid Item #2) are only estimates for the first term of the contract. The City makes no guarantee of a minimum quantity of Services to be requested as a function of this contract.**

**It is anticipated that the Contractor will be requested to board up one (1) typical building entry door per incident, although other openings including windows and additional doors may be in need of boarding up in certain situations.**

Before submitting a Bid, bidders shall carefully examine and read the Contract Documents, and fully inform themselves as to all limitations. Bidders are required to inform themselves fully of the conditions relating to performance of the Work, and must employ, as far as possible, such methods and means in carrying out the Work as will not cause any interruption or interference to any other contractor or operations of the City or any other public agency.

Submission of a Bid shall be considered conclusive evidence that the Bidder has fully studied the Contract Documents, that Contractor has familiarized himself with the city limits of the City, and that the Bidder is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Contract Documents.

Bids shall be properly executed upon the Bid form bound herein and made a part of these Contract Documents. All blank spaces in the Bid forms must be filled in, in black or blue ink. Numbers shall be stated both in words and in figures where indicated on the Bid form, and original, 'wet' signatures are required of all persons signing the Bid form. No changes on the Bid forms are allowed. In case of a difference in written words and figures, the amount stated in written words shall govern unless obviously in error.

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ON-CALL BOARD-UP SERVICES FY 2022-2023  
CUPCAA INFORMAL BID SOLICITATION

INSTRUCTIONS TO BIDDERS

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### **SUBMISSION OF BIDS**

All Bids must be submitted at the place and before the time prescribed in the Notice to Contractors. It is the Bidder's sole responsibility to see that its Bid is received in proper time. Bids received after that time will not be accepted.

Each Bid must be submitted in a non-transparent sealed envelope; if submitted by mail, enclose Bid envelope in another envelope addressed to:

Public Works  
Attention: Senior Construction Manager  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

The sealed Bid envelope shall, in the lower right portion, be plainly identified with the following information:

- (a) Do not open before 6:00 PM on Monday, June 27, 2022
- (b) Bid of: \_\_\_\_\_ (Name of Bidder) \_\_\_\_\_, Contractor.
- (c) BOARD-UP SERVICES

### **INTERPRETATION OF CONTRACT DOCUMENTS**

If any person contemplating submitting a Bid is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the Contract Documents, he/she may submit to the City's Senior Construction Manager, (as listed in *Section 00020 - Notice to Contractors* of these Specifications) a written request for an interpretation or correction thereof. All written requests must be received a minimum of 72 hours prior to bid opening; requests received after this time will not be accepted. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents 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 Documents. The City will not be responsible for any other explanations or interpretations of the Contract Documents. In the interest of providing information to plan holders quickly, Contractors are encouraged to provide email address(es) to the City.

### **ADDENDA**

Any Addenda issued before the time of bid opening are deemed to be made a part of the Contract Documents.

### **MODIFICATION AND WITHDRAWAL OF BIDS**

No modification of bids will be allowed. Any bidder may withdraw its bid, either personally or by telegraphic or written request, if such request is received by the Senior Construction Manager prior to the scheduled time for bid opening. Any bid so withdrawn may not be resubmitted.

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INSTRUCTIONS TO BIDDERS

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Bids delivered to the Project Manager at the time set for opening shall be irrevocable, and no bidder may withdraw its bid for a period of 60 days after the date of the opening of bids.

### **BIDDERS INTERESTED IN MORE THAN ONE BID**

No Bidder, whether a person, firm, partnership, corporation, or association, shall be allowed to make, file, or to be interested in more than one Bid for the same work unless alternate bids are called for. A person, firm, partnership, corporation, or association who has submitted a sub bid to a Bidder, or who has quoted prices on materials to a Bidder, is not thereby disqualified from submitting a sub bid or quoting prices to other Bidders.

### **DISQUALIFICATION OF BIDDERS**

More than one Bid for the same work from a person, firm, partnership, corporation, or association under the same or different name will not be accepted. Reasonable ground for believing that any person, firm, partnership, corporation, or association is interested in more than one Bid for the same work will cause the rejection of all Bids for the work in which such Bidder is interested. Any or all Bids will be rejected if there is reason for believing that collusion exists among any of the Bidders.

### **EXPERIENCE OF BIDDERS**

Each Bid shall be supported by a statement of the Bidders' experience on the form entitled "INFORMATION REQUIRED OF BIDDER," bound herein.

### **CONTRACTOR'S LICENSE CLASSIFICATION**

In accordance with the provisions of California Public Contract Code Section 3300, the City of Lathrop has determined that the Contractor must possess a valid Class "B" (General Building) California Contractor's license at the time of bid submission and maintain said license throughout completion of work necessary if awarded bid. Failure to possess the specified license shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license at the time of bid submission.

### **BIDDER'S STATEMENT OF SUBCONTRACTORS**

In the form entitled List of Subcontractors, in the Information Required of Bidder and pursuant to Section 4107 of the Public Contract Code, the Bidder shall submit the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who under subcontract to the Bidder specially fabricates and installs a portion of the work, in an amount in excess of one-half of one percent (1/2%) of the Bid. The Bidder shall indicate the portion which will be done by each such subcontractor for each such portion as is defined by the subcontractor in its bid. This listing requirement shall apply to sub-subcontractors of any installation subcontractor which is utilized to install the Work, which sub-subcontractors perform work in excess of one-half of one percent of the Contractor's Total Bid



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Price. The Contractor shall ensure by Contract that any subcontractor installing the Work fulfills the responsibilities of a prime contractor under Public Contract Code Section 4100, et. seq.

Failure to so list subcontractors is an express statement by the Bidder that it will perform that portion of the work with its own forces. The Bidder may not substitute any person or subcontractor for a listed subcontractor without first obtaining written permission of the Senior Construction Manager pursuant to provisions of Section 4107 of the Public Contract Code.

### **CALIFORNIA WAGE RATE REQUIREMENTS**

In accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7 as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the Work is to be performed. A copy of said wage rates is on file at the office of the City of Lathrop and shall be made available to any interested party on request. It shall be mandatory upon the Contractor to whom the Work is awarded and upon any subcontractor under the Contractor to pay not less than said specified rates to all workers employed by them in the execution of the Work.

### DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

#### **DIR Registration.**

Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors, of every tier, to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.

No Subcontractor Performance of Work without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.

Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of

## SECTION 00100

proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

### **Certified Payroll Records.**

Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.

Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor demonstrates strict compliance with CPR preparation and submittal requirements.

Prevailing Wage Rate (PWR) Monitoring and Enforcement. During the Work, pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Contractor and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

### **AWARD OF CONTRACT**

Award of the Contract will be made only to Responsive Responsible Bidders possessing the ability to perform successfully, which will be determined by considering such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Award of the contract shall be made to the responsive responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest total bid shown in the bid schedule. Any challenge or contest of competing bids by Bidders must be submitted to the Senior Construction Manager in writing within 3 days from the date of bid opening.

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The City of Lathrop hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged businesses including minority and woman owned business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pursuant to Public Contract Code Section 1103, "Responsive Responsible Bidder" means a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract.

### **BID SECURITY, BONDS AND INSURANCE**

Each Bid shall be accompanied by a certified or cashier's check or an approved Bid Bond in the amount of ten percent (10%) of the Total Bid Price payable to the City of Lathrop. Said check or bond shall be made payable to the City and shall be given as a guarantee that the Bidder, if awarded the work, will enter into a Contract with the City, and will furnish the necessary insurance certificates. In case of refusal or failure to enter into said Contract, the check or Bid Bond, as the case may be, shall be forfeited to the City. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form.

### **CITY OF LATHROP RIGHTS RESERVED**

The City of Lathrop reserves the right to accept or reject any or all Bids, to waive any irregularity in a Bid, and to make award to the lowest responsive, responsible Bidder as it may best serve the interest of the City of Lathrop.

### **EXECUTION OF CONTRACT**

The form of Contract, which the successful Bidder as Contractor will be required to execute, is included in the Contract Documents of these Specifications, and should be carefully examined by the Bidder. The Contract will be executed in two original counterparts.

The successful Bidder shall execute and return all original Contract Documents to the Project Manager within 10 calendar days after receipt of the Notice of Award.

The successful Bidder shall also secure all required bonds and insurance and furnish such bonds and certificates of insurance and endorsements indicating proof of coverage, and complete the Guaranty simultaneously with execution of the Contract.

**(END OF SECTION)**

**SECTION 00300**

ON-CALL BOARD-UP SERVICES FY 2022-2023  
CUPCCAA INFORMAL BID SOLICITATION

**BID PROPOSAL FORMS**

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**BID PROPOSAL FORMS**

TO: City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

ATTENTION: Public Works Department

FOR: **ON-CALL BOARD-UP SERVICES FY 2022-2023**

THE UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

**LEGAL COMPLIANCE**

The only persons or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm, partnership, corporation, or association; that he has carefully examined the location of the proposed work and the Contract Documents; and he proposes and agrees that if this Bid is accepted he will contract with the City of Lathrop, in the form of the Contract as set forth in the Contract Documents for said project, to provide all the necessary labor, services, materials, and equipment, and to do all the work and furnish all the materials; and that he will accept in full payment therefore the price as proposed in the following Bid Schedule.

**SCHEDULE OF PRICES**

All applicable permit fees, licensing costs, sales taxes, State, and/or Federal, and any other taxes, patent rights, or royalties are included in the prices quoted in the Bid. All blank spaces must be filled in.

**BASIS OF AWARD**

The basis for award of the contract will be the total price of the bid. The City of Lathrop reserves the right to award only the work contemplated by the bid or none of the work.

**SECTION 00300**

ON-CALL BOARD-UP SERVICES FY 2022-2023  
CUPCAA INFORMAL BID SOLICITATION

**BID PROPOSAL FORMS**

**ON-CALL BOARD-UP SERVICES FY 2022-2023**

**BID SCHEDULE**

<b>BID ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNITS</b>	<b>UNIT PRICE</b>	<b>EXTENDED TOTAL</b>
1	Incident Response	30	EA		
2	Board Up Opening	600	SF		

**TOTAL BID: \$** \_\_\_\_\_

**TOTAL BID IN WORDS:** \_\_\_\_\_

**SECTION 00300**

**INFORMATION REQUIRED OF BIDDER**

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project Manager to determine if the Bidder is experienced in similar types of work and if the Bid is based on a careful study of methods applicable to the work and full realization of the various factors which may affect the progress of the work. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

**BIDDER'S INFORMATION**

- (1) Bidder's name and address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (2) Bidder's telephone number: \_\_\_\_\_
- (3) Bidder's fax number: \_\_\_\_\_
- (4) Bidder's Contractor's License (Class): \_\_\_\_\_  
License No.: \_\_\_\_\_  
Expires: \_\_\_\_\_
- (5) List 2 completed projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner

- (6) Contractor's telephone number to be used for 24 hour / day contact to request Board-Up Services (if different from above telephone no.): \_\_\_\_\_

**List of Subcontractors:**

The Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the WORK which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one

**SECTION 00300**

ON-CALL BOARD-UP SERVICES FY 2022-2023  
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**BID PROPOSAL FORMS**

subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name &amp; Address</u>
1. _____	_____	_____	_____ _____
2. _____	_____	_____	_____ _____
3. _____	_____	_____	_____ _____
4. _____	_____	_____	_____ _____
5. _____	_____	_____	_____ _____
6. _____	_____	_____	_____ _____

Note: Attach additional sheets if required.

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ON-CALL BOARD-UP SERVICES FY 2022-2023  
CUPCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

**ADDENDA**

Bidder acknowledges receipt of the following addendum (addenda):

\_\_\_\_\_

Respectfully submitted,

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Legal Name of Firm

\_\_\_\_\_  
Signature of Authorized Representative

(Seal)

(If Bidder is a corporation, show State in which incorporated.)

\_\_\_\_\_

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

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



**SECTION 00300**

ON-CALL BOARD-UP SERVICES FY 2022-2023  
CUPCCAA INFORMAL BID SOLICITATION

**BID PROPOSAL FORMS**

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**BIDDER'S BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT WE \_\_\_\_\_

\_\_\_\_\_

as PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_

as SURETY are held; and firmly bond unto the City of Lathrop in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by the Principal to the City of Lathrop for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Lathrop to which the bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by those presents. In no case shall the liability of the surety hereunder exceed the sum of \$ \_\_\_\_\_.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

**THAT, WHEREAS,** the Principal has submitted the above mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the Public Works Department, 390 Towne Centre Drive, Lathrop, CA: **ON-CALL BOARD-UP SERVICES FY 2022-2023.**

**NOW, THEREFORE,** if the Principal is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force.

**SECTION 00300**

**ON-CALL BOARD-UP SERVICES FY 2022-2023  
CUPCAA INFORMAL BID SOLICITATION**

**BID PROPOSAL FORMS**

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**IN WITNESS WHEREOF**, we have hereunto set our hands and seals on this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: Signatures of those executing for the surety must be properly acknowledged.

SECTION 00300

ON-CALL BOARD-UP SERVICES FY 2022-2023  
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BID PROPOSAL FORMS

NONCOLLUSION AFFIDAVIT

STATE OF )  
 ) ss.  
COUNTY OF )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is

\_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or 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 associated, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
Signature of: President, Secretary,  
Manager, Project Manager or Representative

The County of \_\_\_\_\_

State of \_\_\_\_\_

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 \_\_\_\_\_

**SECTION 00300**

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance 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 SECTION 10232 STATEMENT**

In accordance 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 Proposal. Signing this proposal 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.

**(END OF SECTION)**

SECTION 00500

ON-CALL BOARD-UP SERVICES CONTRACT (SAMPLE)

This Contract, dated \_\_\_\_\_, is entered into by and between the City of Lathrop, a municipal corporation of the State of California (City), and \_\_\_\_\_, (Contractor), whose Taxpayer Identification Number is \_\_\_\_\_.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

1. Term. This Agreement shall commence on, and be binding on the parties on, the date of execution of this Agreement, and shall expire on June 30, 2023, subject to the earlier termination of this Agreement. This contract may be extended by the City Manager at his sole discretion for up to three (3) additional one-year terms as follows:
  - Optional Term 1: July 1, 2023 – June 30, 2024
  - Optional Term 1: July 1, 2024 – June 30, 2025
  - Optional Term 1: July 1, 2025 – June 30, 2026

The City shall notify the Contractor in writing of its intent to extend the contract by June 1 of the current contract term.

2. General Scope of Project and Work. Contractor shall furnish labor, services, materials and equipment in connection with the Board-Up Services and complete the Work in accordance with the covenants, terms and conditions of this Agreement to the satisfaction of City. The Janitorial Services and Work are specifically detailed in the Agreement Documents referenced in paragraph 3 below:

For: ON-CALL BOARD-UP SERVICES FY 2022-2023

Not-to-Exceed Contract Value: \$ \_\_\_\_\_

3. Agreement Documents. This Agreement shall include the following documents: the Contract Specifications, titled “On-Call Board-Up Services FY 2022-2023 Contract Specifications,” and the Bid Documents Submitted by \_\_\_\_\_ on June 27, 2022, which are on file with the Public Works Department and are hereby incorporated by reference. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Agreement, these documents and the provisions thereof are set forth in the following order of precedence described in Article 3 of the General Conditions.
4. Compensation. In consideration of Contractor’s performance of its obligations hereunder, City shall pay to Contractor a sum not to exceed the amount set forth in Contractor’s Bid in accordance with the provisions of this Agreement and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Agreement Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled

## SECTION 00500

to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.

5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in the Instruction to Bidders on terms and conditions and in amounts as may be required by the Risk Manager. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Agreement on or before the Date of Execution.

The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Agreement.

6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Agreement or for doing anything which Contractor is required not to do under this Agreement, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Agreement, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Agreement at any time during the term of this Agreement, or arising thereafter.
7. Assumption of Risk. Contractor hereby expressly and voluntarily assumes any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about Municipal Facilities at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.
8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Agreement. A waiver by City of any breach of any part or provision of this Agreement by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Agreement be construed to waive or to lessen the right of

## SECTION 00500

City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Agreement.

9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Agreement, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting Municipal Facilities, insofar as any are required by reason of the use or occupancy of Municipal Facilities, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.
10. Bonds. NOT USED.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Janitorial Services and Work, Contractor represents and warrants:
  - (1) Any materials and equipment which shall be used during the course and scope of the Janitorial Services and Work shall be vested in Contractor;
  - (2) Any materials and equipment which shall be used during the course and scope of the Janitorial Services and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
  - (3) This item not used;
  - (4) This item not used;
  - (5) Any information submitted by Contractor prior to the award of Agreement, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Agreement to do so, is true and correct at the time such information is submitted or made available to the City;
  - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Instructions to Bidders;
  - (7) Contractor has the power and the authority to enter into this Agreement with City, that the individual executing this Agreement is duly authorized to do so by appropriate resolution, and that this Agreement shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
  - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Agreement to Contractor;

SECTION 00500

- (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Agreement;
- (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Agreement;
- (11) Contractor and any person performing labor and services under these Janitorial Services is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
- (12) Contractor has fully examined and inspected the Municipal Facilities and has full knowledge of the physical conditions of the Municipal Facilities.
12. Assignment. This Agreement and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
13. Claims of Contractor. All claims pertaining to extra work, additional charges, or other disputes arising out of the Agreement shall be submitted by Contractor in accordance with the General Conditions.
14. Audits by City. During the term of this Agreement and for a period of not less than three (3) years after the expiration or earlier termination of this Agreement, City shall have the right to audit Contractor's Janitorial Services-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
15. Notices. All agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop  
City Clerk  
390 Towne Centre Drive  
Lathrop, CA 95330



SECTION 00500

Copy to: City of Lathrop  
Department of Public Works  
390 Towne Centre Drive  
Lathrop, CA 95330  
(209) 941-7454  
FAX: (209) 941-7449

To Contractor: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

ATTN: \_\_\_\_\_

16. Miscellaneous.

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the janitorial services or interpretation of any part of this Agreement.
- (7) Incorporation of Documents. All documents constituting the Agreement Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and shall be deemed to be part of this Agreement.
- (8) Integration. This Agreement and any amendments hereto between the parties constitute the entire agreement between the parties concerning the Janitorial

## SECTION 00500

Services and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

- (9) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Agreement.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Agreement, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) This item not used.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

**SECTION 00500**

**ON-CALL BOARD-UP SERVICES FY 2022-2023  
CUPCAA INFORMAL BID SOLICITATION**

**SAMPLE CONTRACT**

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first above stated in Lathrop, California.

**CONTRACTOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF LATHROP  
APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Salvador Navarrete, City Attorney

**RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_  
Michael King, Assistant City Manager

**APPROVED:**

By: \_\_\_\_\_  
Stephen J. Salvatore, City Manager

**(END OF SECTION)**

**SECTION 00610**

**ON-CALL BOARD-UP SERVICES FY 2022-2023  
CUPCAA INFORMAL BID SOLICITATION**

**PERFORMANCE BOND**

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**NOT USED**

**(END OF SECTION)**

**SECTION 00620**

**ON-CALL BOARD-UP SERVICES FY 2022-2023  
CUPCCAA INFORMAL BID SOLICITATION**

**PAYMENT (LABOR AND MATERIALS) BOND**

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**NOT USED**

**(END OF SECTION)**

**SECTION 00660**

**ON-CALL BOARD-UP SERVICES FY 2022-2023  
CUPCAA INFORMAL BID SOLICITATION**

**WORKER'S COMPENSATION CERTIFICATION**

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**WORKER'S COMPENSATION CERTIFICATION**

(AS REQUIRED BY SECTION 1861  
OF THE CALIFORNIA LABOR CODE)

I am aware of the provision 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 the Contract.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**(END OF SECTION)**

**SECTION 00670**

**ON-CALL BOARD-UP SERVICES FY 2022-2023  
CUPCAA INFORMAL BID SOLICITATION**

**GUARANTY**

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**NOT USED**

**(END OF SECTION)**

## SECTION 00700

### GENERAL CONDITIONS

#### ARTICLE 1 -- DEFINITIONS

Wherever used in these General Conditions, Supplementary Conditions, General Requirements, Contract Documents or in any other part of these specifications the following terms have the meanings indicated:

Addenda - Written or graphic instruments issued prior to the opening of Bids, which make additions, deletions, or revisions to the Contract Documents.

Application for Payment - The form furnished by the CITY which is to be used by the CONTRACTOR to request progress or final payment and which includes such supporting documentation as is required by the Contract Documents.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the price or prices for the WORK.

Bonds – Bid Bonds and other instruments, which protect against loss due to inability or refusal of the CONTRACTOR to enter into its Contract.

Change Order - A document recommended by the ENGINEER, which is signed by the CONTRACTOR and the CITY and authorizes an addition, deletion, or revision in the WORK, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Contract.

CITY - The public body or authority, corporation, association, firm, or person with whom the CONTRACTOR has entered into the Contract and for whom the WORK is to be provided. Said public body is The City of Lathrop, located at 390 Towne Centre Drive, Lathrop, California 95330.

CITY'S REPRESENTATIVE – Police Chief of Lathrop Police Department, at the City's discretion.

City Engineer – The City Engineer is the City Engineer of the City of Lathrop.

Contract Documents - The Notice to Contractors, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits), Contract, General Conditions, Supplementary Conditions, Service Specifications and all addenda, and change orders executed pursuant to the provisions of the Contract Documents.

Contract - The written contract between the CITY and the CONTRACTOR covering the WORK to be performed; when other documents are attached to the Contract they become part of the contract.

Contract Price - The total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Contract Documents.



## SECTION 00700

ON-CALL BOARD-UP SERVICES FY 2022-2023  
CUPCCAA INFORMAL BID SOLICITATION

GENERAL CONDITIONS

Contract Time - The length of time stated in the Contract Documents during which CONTRACTOR will provide the subject SERVICES.

CONTRACTOR - The person, firm, or corporation with whom the CITY has executed the Contract.

COST OF WORK – The sum of all costs necessarily incurred and paid by the CONTRACTOR for labor, materials, and equipment in the proper performance of the services.

Day - A calendar day of 24 hours measured from midnight to the next midnight.

Defective Work - Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or work that has been damaged prior to the ENGINEER'S recommendation of final payment.

Drawings – NOT USED.

Effective Date of the Contract - The date indicated in the Contract on which it was executed, but if no such date is indicated it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER – NOT USED.

Field Order - A written order issued by the City, which may or may not involve a change in the WORK.

Inspector – NOT USED.

LPD – Lathrop Police Department

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes, and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

Notice of Award - The written notice by the CITY to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein within the time specified, the CITY would enter into a Contract.

Notice to Proceed - The written notice issued by the CITY to the CONTRACTOR authorizing the CONTRACTOR to proceed with the WORK and establishing the date of commencement of the Contract Time.

Owner – The Owner is the City of Lathrop located at 390 Towne Centre Drive, Lathrop, California 95330.

Partial Completion - Placing a portion of the WORK in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion of the WORK.

## SECTION 00700

ON-CALL BOARD-UP SERVICES FY 2022-2023  
CUPCCAA INFORMAL BID SOLICITATION

GENERAL CONDITIONS

Project - The total SERVICES of which the WORK to be provided under the Contract Documents, may be the whole, or a part thereof.

Project Engineer – NOT USED

Project Manager - The authorized representative of the City who is assigned to manage the Project.

Shop Drawings – NOT USED

Standard Plans - NOT USED

Standard Specifications - NOT USED

Subcontractor - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the WORK at the site.

Substantial Completion - Refers to when the WORK has progressed to the point where, in the opinion of the ENGINEER as evidenced by the Certificate of Substantial Completion/Notice of Completion as applicable, it is sufficiently complete, in accordance with the Contract Documents, so that the WORK can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with Paragraph 14.8. The terms "substantially complete" and "substantially completed" as applied to any work refers to substantial completion thereof.

Supplementary Conditions - The part of the Contract Documents, which make additions, deletions, or revisions to these General Conditions.

Supplier - A manufacturer, fabricator, supplier, distributor, material man, or vendor.

Task – Each unique instance in which the CONTRACTOR is requested by LPD to provide Board-Up services.

Task Order – The complete instructions and quantities given by LPD to the Contractor for the requested task.

Task Order Form – The written instrument on which each Task Order is documented.

Task Order Log – The written instrument on which LPD will track all Task Orders issued as a function of this contract.

Service Specifications – Performance and other specifications describing the manner in which the CONTRACTOR shall respond to requests for, render, and invoice the City for Board-Up Services.

Underground Utilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: water,

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## SECTION 00700

sewage and drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

**WORK** - The SERVICES required to be furnished under the Contract Documents. WORK is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the SERVICES, all as required by the Contract Documents.

### **ARTICLE 2 -- PRELIMINARY MATTERS**

#### **2.1 Delivery of Insurance Certificates**

- A. When the CONTRACTOR delivers the signed Contracts to the CITY, the CONTRACTOR shall also deliver to the CITY such Insurance Policies and Certificates as the CONTRACTOR may be required to furnish in accordance with the Contract Documents.

#### **2.2 Copies of Documents**

- A. The CITY will send two (2) copies of the Contract to the Contractor for signature. After signing and returning both copies, the CITY shall furnish to the Contractor one (1) original copy of the executed Contract.

#### **2.3 Commencement of Contract Time; Notice to Proceed**

- A. The Contract Time will start to run on the commencement date stated in the Notice to Proceed.

#### **2.4 Starting the Project**

- A. The CONTRACTOR shall mobilize materials and equipment to the site requested by Lathrop Police Department and begin to perform the WORK within 1 HOUR of receipt of phone call requesting board-up services.
- B. Before undertaking each part of the WORK, the CONTRACTOR shall obtain direction from the Lathrop Police Department's designated representative, who shall be a sworn Peace Officer.
- C. NOT USED.

#### **2.5 Subcontract Limitations**

- A. The CONTRACTOR shall perform not less than 50 percent of the Work with its own forces (i.e., without subcontracting). The 50 percent requirement shall be understood to refer to the Work, the value of which totals not less than 50 percent of the Contract Price.

#### **2.6 Pre-Construction Conference**

- A. NOT USED.

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### 2.7 Finalizing Schedules

- A. NOT USED.

### 2.8 Hours of Work

- A. The CONTRACTOR shall be available 24 hours / day to provide ON-CALL BOARD-UP SERVICES as requested by the Lathrop Police Department within one (1) hour of receipt of Task Order via phone call.

### 2.9 City Furnished Materials

- A. The CITY will not furnish any materials for this project. All materials required for the successful performance of this contract shall be furnished by the Contractor.

## ARTICLE 3 -- CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

### 3.1 Intent

- A. The Contract Documents comprise the entire contract between the CITY and the CONTRACTOR concerning the WORK. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the State of California and local municipal codes and regulations.
- B. It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the CITY, the CONTRACTOR, or any of their consultants, agents, or employees from those set forth in the Contract Documents.
- C. If, during the performance of the WORK, the CONTRACTOR finds a conflict, error, or discrepancy in the Contract Documents, the CONTRACTOR shall so report to the CITY in writing at once, and before proceeding with the work affected thereby, shall obtain a written interpretation, clarification, or correction from the ENGINEER.

## SECTION 00700

### 3.2 Order of Precedence of Contract Documents

- A. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
1. Change orders
  2. Contract
  3. Addenda
  4. CONTRACTOR'S Bid (Bid Form)
  5. Supplementary Conditions
  6. Notice Inviting Bids
  7. Instructions to Bidders
  8. General Conditions
  9. Technical Specification

### 3.3 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the WORK or to modify the terms and conditions thereof by a Change Order (pursuant to Article 10).

### 3.4 Reuse of Documents

- A. Neither the CONTRACTOR, nor any Subcontractor or Supplier, nor any other person or organization performing any of the WORK under a contract with the CITY shall have or acquire any title to ownership rights in any of the Drawings, Technical Specifications, or other documents used on the WORK, and they shall not reuse any of them on the extensions of the Project or any other project without written consent.

### 3.5 Conflicts within Contract Documents

- A. Should the Contract Documents contain conflicts and/or contradictions, the more stringent shall apply at the CITY's discretion.

## **ARTICLE 4 -- AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

### 4.1 Availability of Lands

- A. The CITY shall furnish, as indicated in the Contract Documents, the lands upon which the WORK is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the CITY, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or rights-of-way provided. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary

## SECTION 00700

construction facilities or storage of materials and equipment; provided, that the CONTRACTOR shall not enter upon nor use any property not under the control of the CITY until a written temporary construction easement agreement has been executed by the CONTRACTOR and the property owner, and a copy of said easement furnished to the CITY'S REPRESENTATIVE prior to said use; and, neither the CITY nor the ENGINEER shall be liable for any claims or damages resulting from the CONTRACTOR'S unauthorized trespass or use of any such properties.

### 4.2 NOT USED

### 4.3 Differing Site Conditions

- A. The CONTRACTOR shall notify the CITY'S REPRESENTATIVE in writing of the following unforeseen conditions, hereinafter called differing site conditions, promptly upon their discovery (but in no event later than 14 days from the discovery) and before they are disturbed:
  - 1. Subsurface or latent physical conditions at the site of the WORK differing materially from those indicated, described, or delineated in the Contract Documents including those reports and documents discussed in Paragraph 4.2; and.
  - 2. Unknown physical conditions at the site of the WORK of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents including those reports and documents discussed in Paragraph 4.3.
- B. The CITY'S REPRESENTATIVE will review the pertinent conditions and determine the necessity of obtaining additional explorations or tests with respect thereto.
- C. If the CITY'S REPRESENTATIVE concludes that because of newly discovered conditions a change in the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the difference.
- D. In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such difference. If the CITY and the CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefore as provided in Articles 11 and 12.
- E. The CONTRACTOR'S failure to give notice of differing site conditions within 14 days of their discovery or before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

### 4.4 NOT USED

### 4.5 NOT USED

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### 4.6 Asbestos, Hazardous Waste, or Toxic or Radioactive Materials

- A. If the CONTRACTOR observes, uncovers, or otherwise becomes aware of any asbestos, hazardous waste, or toxic or radioactive material at the site to which the CONTRACTOR or any Subcontractor, Supplier, or other person may be exposed, the CONTRACTOR shall immediately notify the CITY'S REPRESENTATIVE and thereafter confirm any oral notice in writing. The CITY'S REPRESENTATIVE shall promptly consult with the ENGINEER and the CONTRACTOR concerning such condition and determine the necessity of CITY'S retaining special consultants or qualified experts to deal therewith. The CONTRACTOR shall not perform any work in connection therewith prior to receipt of special written instructions from the CITY'S REPRESENTATIVE.

## ARTICLE 5 -- BONDS AND INSURANCE

### 5.1 Performance and Other Bonds

**NOT USED**

### 5.2 Insurance

- A. Category 2 "Intermediate Risk"

Insurance Requirements

- i. Commercial General Liability

a. Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Vendor shall not affect coverage provided the City.

c. Coverage shall state that Vendor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Coverage shall contain a waiver of subrogation in favor of the City.

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ii. Business Automobile Liability

a. Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

iii. Workers' Compensation and Employers' Liability- Statutory

a. Vendor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Vendor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(Coverage can be waived by city, if vendor, in writing, confirms not required to carry coverage)

iv. All Coverages

a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

c. Evidence of Insurance - Prior to commencement of work, the Vendor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Vendor must agree to provide complete, certified copies of all required insurance policies if requested by the City.

d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.

e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Vendor.

### **ARTICLE 6 -- CONTRACTOR'S RESPONSIBILITIES**

#### **6.1 Supervision and Superintendence**

A. The CONTRACTOR shall supervise and direct the WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the WORK in accordance with the Contract Documents. The CONTRACTOR shall be responsible for the means, methods, techniques, sequences, and



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procedures of construction and safety precautions and programs incidental thereto. The CONTRACTOR shall be responsible to see that the finished WORK complies accurately with the Contract Documents.

- B. The CONTRACTOR shall designate in writing and keep on the work site at all times during its progress a technically qualified, English-speaking superintendent, who shall not be replaced without written notice to the CITY. The superintendent will be the CONTRACTOR'S representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. The CONTRACTOR shall issue all its communications to the CITY'S REPRESENTATIVE.
- C. The CONTRACTOR'S supervisor or superintendent shall be present at the site of the WORK at all times while work is in progress. Failure to observe this requirement shall be considered as suspension of the WORK by the CONTRACTOR until such time as such supervisor or superintendent is again present at the site.

### 6.2 Labor, Materials, and Equipment

- A. The CONTRACTOR shall provide competent, suitably qualified personnel to perform the WORK as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site.
- B. Except as otherwise provided in this Paragraph, the CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the CITY'S REPRESENTATIVE in writing. Additional compensation will be paid the CONTRACTOR for overtime work only in the event the CITY'S REPRESENTATIVE orders extra work and the change order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.
- C. **NOT USED**
- D. Unless otherwise specified in the Contract Documents, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the WORK.
- E. All materials and equipment to be incorporated into the WORK shall be of good quality and new, except as otherwise provided in the Contract Documents. All Suppliers' warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the CITY. If required by the CITY'S REPRESENTATIVE, the CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall

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be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to assign to the CITY, or any of the CITY's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.9C and 9.9D.

6.3 **NOT USED**

6.4 **NOT USED**

6.5 **Concerning Subcontractors, Suppliers, and Others**

- A. The CONTRACTOR shall be responsible to the CITY and the ENGINEER for the acts and omissions of its subcontractors and their employees regardless of tier to the same extent as CONTRACTOR is responsible to the CITY and the ENGINEER for the acts and omissions of its own employees. Nothing contained in this Paragraph shall create any contractual relationship between any subcontractor and the CITY or the ENGINEER nor relieve the CONTRACTOR of any liability or obligation under the prime Contract.

6.6 **Permits**

- A. Contractor shall furnish the City a copy of a valid, current City of Lathrop Business License prior to the commencement of the work. Details may be found at <https://www.ci.lathrop.ca.us/documents>.
- B. Unless otherwise provided in the Supplementary Conditions, the CONTRACTOR shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements under this Contract shall not be made the basis for claims for additional compensation. The CITY shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the WORK, which are applicable at the time of opening of Bids. The CONTRACTOR shall pay all utility charges for connections to the WORK.
- C. The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the WORK or the incorporation in the WORK of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Construction Documents for use in the performance of the WORK and if to the actual knowledge of the CITY or the ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the CITY in the Construction Documents. The CONTRACTOR shall indemnify, defend and hold harmless the CITY and the ENGINEER and anyone directly or indirectly employed by either of them from and

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against all claims, damages, losses, and expenses (including attorneys' fees and court costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the WORK or resulting from the incorporation in the WORK of any invention, design, process, product, or device not specified in the Construction Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

### 6.7 Laws and Regulations

- A. The CONTRACTOR shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the WORK. If any discrepancy or inconsistency should be discovered in this Contract in relation to any such law, ordinance, code, order, or regulation, the CONTRACTOR shall report the same in writing to the CITY'S REPRESENTATIVE. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, the ENGINEER, and their officers, agents, and employees against all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by CONTRACTOR or by its employees or subcontractors. Any particular law or regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of federal, state, and local laws and regulations. Where an individual State acts on occupational safety and health standards has been approved by Federal authority, then the provisions of said State act shall control.

### 6.8 Taxes

- A. The CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by the CONTRACTOR in accordance with the Laws and Regulations of the place of the Project, which are applicable during the performance of the WORK.

### 6.9 Use of Premises

- A. The CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to (1) the Project site, (2) the land and areas identified in and permitted by the Contract Documents, and (3) the other land and areas permitted by Laws and Regulations, rights-of-way, permits, and easements. The CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the CITY or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the CITY or the ENGINEER by any such owner or occupant because of the performance of the WORK, the CONTRACTOR shall promptly attempt to settle with such other party by contract or otherwise resolve the claim through litigation. The CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold the CITY and the ENGINEER harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any

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action, legal or equitable, brought by any such other party against the CITY or the ENGINEER to the extent based on a claim arising out of the CONTRACTOR'S performance of the work.

### 6.10 Safety and Protection

- A. The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. All employees on the WORK and other persons and organizations who may be affected thereby;
  2. All the WORK and materials and equipment to be incorporated therein, whether in storage on or off the site; and
  3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B. The CONTRACTOR shall comply with all applicable Laws and Regulations (whether referred to herein or not) of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify CITY'S REPRESENTATIVE of adjacent property and utilities when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. The CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the CITY'S REPRESENTATIVE.

### 6.11 NOT USED

### 6.12 Continuing the Work

- A. The CONTRACTOR shall carry on the WORK and adhere to the progress schedule during all disputes or disagreements with the CITY. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the CITY may otherwise agree in writing.

### 6.13 NOT USED

### 6.14 Indemnification

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- A. To the fullest extent permitted by Laws and Regulations, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY, the ENGINEER, and their officers, directors, agents, and employees, against and from all claims and liability arising under, by reason of or incidentally to the Contract or any performance of the WORK, but not from the active negligence or willful misconduct of the CITY and/or the ENGINEER. Such indemnification by the CONTRACTOR shall include but not be limited to the following:
1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the CONTRACTOR, its employees, or agents in the performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the CONTRACTOR, its employees, or agents;
  2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S or Subcontractor's own employees engaged in the WORK resulting in actions brought by or on behalf of such employees against the CITY and/or the ENGINEER;
  3. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the CONTRACTOR, its employees, or agents;
  4. Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, its employees, or agents in the performance of this Contract of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Contract;
  5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the CITY or any other parties by the CONTRACTOR, its employees, or agents;
  6. Liabilities or claims arising directly or indirectly from the willful misconduct of the CONTRACTOR, its employees, or agents; and,
  7. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the CONTRACTOR.
- B. The CONTRACTOR shall reimburse the CITY for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs) incurred by said CITY in enforcing the provisions of this Paragraph 6.13.
- C. The indemnification obligation under this Paragraph 6.13 shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any such subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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6.15 **NOT USED**

6.16 **Assignment of Contract**

- A. The CONTRACTOR shall not assign, sublet, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or its right, title, or interest therein, or obligations thereunder, without the written consent of the CITY except as imposed by law. If the CONTRACTOR violates this provision, the Contract may be terminated at the option of the CITY. In such event, the CITY shall be relieved of all liability and obligations to the CONTRACTOR and to its assignee or transferee, growing out of such termination.

### **ARTICLE 7 -- OTHER WORK**

7.1 **NOT USED**

7.2 **Coordination**

- A. If the CITY contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized and the extent of such authority and responsibilities will be provided in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither the CITY nor the ENGINEER shall have any authority or responsibility in respect of such coordination.

### **ARTICLE 8 -- CITY'S RESPONSIBILITIES**

8.1 **Communications**

- A. The CITY shall issue all its communications to the CONTRACTOR through the CITY'S REPRESENTATIVE.

8.2 **Payments**

- A. The CITY shall make payments to the CONTRACTOR as provided in Paragraphs 14.5 and 14.8.

8.3 **NOT USED**

8.4 **NOT USED**

8.5 **NOT USED**

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### **8.6 Suspension Of Work**

A. In connection with the CITY'S right to stop work or suspend work, see Paragraphs 13.4 and 15.1. Paragraphs 15.2 and 15.3 deal with the CITY'S right to terminate services of the CONTRACTOR under certain circumstances.

## **ARTICLE 9 – CITY’S REPRESENTATIVE’S STATUS**

### **9.1 City’s Representative**

- A. The CITY’S REPRESENTATIVE is the person, firm or corporation assigned to be the CITY'S representative during the construction period as set forth in the Supplementary Conditions. The duties and responsibilities and the limitations of authority of the CITY'S REPRESENTATIVE during the life of the Contract are set forth in the Supplementary Conditions.

### **9.2 Visits to Work Sites**

- A. The CITY’S REPRESENTATIVE may make visits to a work site during the provision of Board-Up Services to observe the progress and quality of the WORK and to determine, in general, if the WORK is proceeding in accordance with the Contract Documents.

### **9.3 NOT USED**

### **9.4 NOT USED**

### **9.5 NOT USED**

### **9.6 Rejecting Defective Work**

- A. The CITY’S REPRESENTATIVE has authority to reject work, which the CITY’S REPRESENTATIVE and/or ENGINEER believes to be defective, and also has authority to require special inspection or testing of the WORK as provided in Paragraph 13.3G, whether or not the WORK is fabricated, installed, or completed.

### **9.7 NOT USED**

### **9.8 NOT USED**

### **9.9 NOT USED**

## **ARTICLE 10 -- CHANGES IN THE WORK**

### **10.1 General**

- A. Without invalidating the Contract and without notice to any surety, the CITY may at any time or from time to time, order additions, deletions, or revisions in the WORK; these will be authorized by a written Field Order and/or a Change Order issued by the CITY based on recommendations by the Engineer. Upon receipt of any such document, the

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CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Contract Documents.

- B. If the CITY and the CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Field Order, a claim may be made therefore as provided in Articles 11 or 12.
- C. The CONTRACTOR shall not be entitled to an increase in the Contract Price nor an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified, supplemented by Change Order, except in the case of an emergency and except in the case of uncovering work as provided in Paragraph 13.3G.
- D. The CITY and the CONTRACTOR shall execute appropriate Change Orders covering:
  - 1. Changes in the WORK, which are ordered/recommended by the ENGINEER and agreed to by CITY pursuant to Paragraph 10.1A;
  - 2. Changes required because of acceptance of defective work under Paragraph 13.7;
  - 3. Changes in the Contract Price or Contract Time which are agreed to by the parties;  
or
  - 4. Any other changes agreed to by the parties.
- E. If notice of any change is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the CONTRACTOR'S responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

### 10.2 NOT USED

## ARTICLE 11 -- CHANGE OF CONTRACT PRICE

### 11.1 General

- A. The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the WORK. All duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR shall be at its expense without change in the Contract Price.
- B. The Contract Price shall only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the CITY promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 60 days after such occurrence (unless the CITY allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence



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of said event. All claims for adjustment in the Contract Price shall be determined by the CITY in accordance with Paragraph 9.8A if the CITY and the CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.1B.

- C. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
  2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.4.
  3. On the basis of the cost of work (determined as provided in Paragraphs 11.2 and 11.3) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in Paragraph 11.4).

### 11.2 Cost of Work (Based On Time and Materials)

- A. General: The CONTRACTOR shall provide an approximate value of any extra work to be performed prior to starting the extra work. The sum of all costs necessarily incurred and paid by the CONTRACTOR for labor, materials, and equipment in the proper performance of extra work. Except as otherwise may be agreed to in writing by the CITY, the cost of work shall be in amounts no higher than those prevailing in the locality of the Project. Whenever any extra work is in progress, for which the definite price has not been agreed on in advance, the CONTRACTOR shall each day, report to the CITY the amount and cost of the labor and material used, and any other expense incurred in such extra work on the preceding day, and no claim for compensation for such extra work will be allowed unless such report shall have been made.
- B. Labor: The cost of labor used in performing extra work by the CONTRACTOR, a subcontractor, or other forces will be the sum of the following:
1. The actual wages paid plus any employer payments to, or on behalf of workers for fringe benefits including health and welfare, pension, vacation, and similar purposes. The cost of labor may include the wages paid to foremen when determined by the CITY that the services of foremen do not constitute a part of the overhead allowance.
  2. All payment imposed by state and federal laws including, but not limited to, compensation insurance, and social security payments.
  3. The amount paid for subsistence and travel required by collective bargaining agreements, or in accordance with the regular practice of the employer.

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At the beginning of the extra work and as later requested by the CITY, the CONTRACTOR shall furnish the CITY proof of labor compensation rates being paid.

- C. Materials: The cost of materials used in performing extra work will be the cost to the purchaser, whether CONTRACTOR or subcontractor, from the supplier thereof, except as the following are applicable:
1. Trade discounts available to the purchaser shall be credited to the CITY notwithstanding the fact that such discounts may not have been taken by the CONTRACTOR.
  2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the CITY'S REPRESENTATIVE. Markup except for actual costs incurred in the handling of such materials will not be allowed.
  3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
  4. If in the opinion of the CITY'S REPRESENTATIVE the cost of material is excessive, or the CONTRACTOR does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site less trade discount. The CITY reserves the right to furnish materials for the extra work and no claim shall be made by the CONTRACTOR for costs and profit on such materials.
- D. Equipment: The CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the "Labor Surcharge and Equipment Rental Rates" as published by the Department of Transportation. Such rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR'S control, through direct City control, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the CITY for the total period of use. If it is deemed necessary by the CONTRACTOR to use equipment not listed in the publication specified in the Supplementary Conditions, an equitable rental rate for the equipment will be established by the CITY'S REPRESENTATIVE. The CONTRACTOR may furnish cost data, which might assist the CITY'S REPRESENTATIVE in the establishment of the rental rate.
1. All equipment shall, in the opinion of the CITY'S REPRESENTATIVE, be in good working condition and suitable for the purpose for which the equipment is to be used.
  2. Before construction equipment is used on the extra work, the CONTRACTOR shall plainly stencil or stamp an identifying number thereon at a conspicuous location,

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and shall furnish to the CITY'S REPRESENTATIVE, in duplicate, a description of the equipment and its identifying number.

3. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment, which has no direct power unit, shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
  4. Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.
  5. Rental time will not be allowed while equipment is inoperative due to breakdowns.
- E. Equipment on the Work Site: The rental time to be paid for equipment on the work site shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work site.
1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
  2. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation. When CITY-operated equipment is used to perform extra work to be paid for on a time and materials basis, the CONTRACTOR will be paid for the equipment and operator, as set forth in Paragraphs (3), (4), and (5), following.
  3. Payment for the equipment will be made in accordance with the provisions in Paragraph 11.2D, herein.
  4. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the CONTRACTOR to other workers operating similar equipment already on the work site, or in the absence of such labor, established by collective bargaining agreements for the type of workmen and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Paragraph 11.2B, herein, which surcharge shall constitute full

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compensation for payments imposed by state and federal laws and all other payments made to or on behalf of workers other than actual wages.

- 5. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Paragraph 11.4, herein.

**11.3 NOT USED**

**11.4 Contractor's Fee**

- A. Extra work ordered on the basis of time and materials will be paid for at the actual necessary cost as determined by the CITY'S REPRESENTATIVE, plus allowances for overhead and profit. For extra work involving a combination of increases and decreases in the WORK the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include full compensation for superintendence, bond and insurance premiums, taxes, office expense, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Paragraphs 11.2B, C, and D, herein including extended overhead and home office overhead. The allowance for overhead and profit will be made in accordance with the following schedule:

<u>Actual Necessary Cost</u>	<u>Overhead and Profit Allowance</u>
Labor .....	15 percent
Materials .....	10 percent
Equipment .....	10 percent
Subcontractor .....	5 percent

- B. It is understood that labor, materials, and equipment may be furnished by the CONTRACTOR or by the subcontractor on behalf of the CONTRACTOR. When all or any part of the extra work is performed by a subcontractor, the allowance specified herein shall be applied to the labor, materials, and equipment costs of the subcontractor, to which the CONTRACTOR may add 5 percent of the subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of subcontractors, the 5 percent increase above the subcontractor's total cost which includes the allowances for overhead and profit specified herein may be applied one time only for each separate work transaction.

**ARTICLE 12 -- CHANGE OF CONTRACT TIME**

**12.1 NOT USED**

**12.2 NOT USED**

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### **ARTICLE 13 -- WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

#### **13.1 Warranty and Guarantee**

- A. The CONTRACTOR warrants and guarantees to the CITY and the ENGINEER that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of defects known to the CITY and ENGINEER shall be given to the CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.

#### **13.2 Access to Work**

- A. The CITY'S REPRESENTATIVE, other representatives of the CITY, testing agencies, and governmental agencies with jurisdictional interests shall have access to the WORK at reasonable times for their observation, inspections, and testing. The CONTRACTOR shall provide proper and safe conditions for such access.

#### **13.3 NOT USED**

#### **13.4 City May Stop the Work**

- A. If the WORK is defective, or the CONTRACTOR fails to perform work in such a way that the completed WORK will conform to the Contract Documents, the CITY'S REPRESENTATIVE may order the CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CITY to stop the WORK shall not give rise to any duty on the part of the CITY to exercise this right for the benefit of the CONTRACTOR or any other party.

#### **13.5 Correction or Removal of Defective Work**

- A. If required by the CITY'S REPRESENTATIVE, the CONTRACTOR should promptly, either correct all defective work, whether or not fabricated, installed, or completed, or, if the WORK has been rejected by the CITY'S REPRESENTATIVE, remove it from the site and replace it with non-defective work. The CONTRACTOR shall bear all direct, indirect and consequential costs and damages of such correction or removal, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby.

#### **13.6 NOT USED**

#### **13.7 Acceptance of Defective Work**

- A. The City may accept any work performed defectively. Any such acceptance of defective work shall not waive the City's right to enforce a one-year correction period listed above in Section 13.6(A) unless such a waiver is expressly included in the written acceptance of defective work by the City and the City receives an

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agreed upon decrease in the contract price in exchange for the release of the above referenced one-year warranty on any defective work accepted.

- B. If, instead of requiring correction or removal and replacement of defective work, the CITY prefers to accept the work, the CITY may do so. The CONTRACTOR shall bear all direct, indirect, and consequential costs attributable to the CITY'S REPRESENTATIVE evaluation of and determination to accept such defective work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK, and the CITY shall be entitled to an appropriate decrease in the Contract Price.

### **ARTICLE 14 -- PAYMENTS TO CONTRACTOR AND COMPLETION**

#### 14.1 NOT USED

#### 14.2 NOT USED

#### 14.3 Application for Progress Payment

- A. Unless otherwise prescribed by law, on the 25th of each month, the CONTRACTOR shall submit to the CITY'S REPRESENTATIVE for review, an Application for Payment filled out and signed by the CONTRACTOR covering the WORK completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- B. The Application for Payment shall identify, as a sub-total, the amount of the CONTRACTOR'S total earnings to date.
- C. The net payment due to the CONTRACTOR shall be the above-mentioned subtotal.
- D. NOT USED

#### 14.4 Contractor's Warranty of Title

- A. The CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by an Application for Payment, whether incorporated in the WORK or not, will pass to the CITY no later than the time of final payment free and clear of all liens.

#### 14.5 Review of Applications for Progress Payment

- A. The CITY'S REPRESENTATIVE will, within 7 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment or return the Application to the CONTRACTOR indicating in writing the CITY's reasons for refusing to recommend payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the Application. Thirty days after presentation of the Application for Payment with the CITY recommendation, the amount recommended will

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(subject to the provisions of Paragraph 14.5B) become due and when due will be paid by the CITY to the CONTRACTOR.

- B. The CITY may refuse to make payment of the full amount requested by the CONTRACTOR because claims have been made against the CITY on account of the CONTRACTOR'S performance of the WORK or Liens have been filed in connection with the WORK or there are other items entitling the CITY to a credit against the amount recommended, but the CITY will give the CONTRACTOR written notice within 7 days stating the reasons for such action.

14.6 **NOT USED**

14.7 **NOT USED**

14.8 **Final Application for Payment**

- A. After the CONTRACTOR has completed all correction work referred to in Paragraph 14.7 and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in the General Requirements) and other documents, all as required by the Contract Documents, and after the ENGINEER has indicated that the WORK is acceptable, the CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the CITY) of all liens arising out of or filed in connection with the WORK.

14.9 **Final Payment and Acceptance**

- A. If, on the basis of the CITY'S REPRESENTATIVE'S observation of the WORK during construction and final inspection, and the CITY'S REPRESENTATIVE'S review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the CITY'S REPRESENTATIVE is satisfied that the WORK has been completed and the CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, the CITY'S REPRESENTATIVE will, within 14 days after receipt of the final Application for Payment, indicate in writing the CITY'S REPRESENTATIVE'S recommendation of payment and present the Application to the CITY for payment.
- B. After acceptance of the WORK by the CITY'S governing body, the CITY will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following item:

Two times the value of outstanding items of correction work or punch list items indicated on the Certificate of Substantial Completion/Notice of Completion as being yet uncompleted or uncorrected, as applicable. All such work shall be

## SECTION 00700

completed or corrected to the satisfaction of the CITY within the time stated on the Certificate of Substantial Completion/Notice of Completion; otherwise the CONTRACTOR does hereby waive any and all claims to all monies withheld by the CITY to cover the value of all such uncompleted or uncorrected items.

14.10 **NOT USED**

14.11 **Contractor's Continuing Obligation**

- A. The CONTRACTOR'S obligation to perform and complete the WORK in accordance with the Contract Documents shall be absolute.

14.12 **Final Payment Terminates Liability of City**

- A. Final payment is defined as the last progress payment made to the CONTRACTOR for earned funds, less retainage as applicable, less deductions listed in Paragraph 14.9B herein. The acceptance by the CONTRACTOR of the final payment referred to in Paragraph 14.9 herein, shall be a release of the CITY and its agents from all claims of liability to the CONTRACTOR for anything done or furnished for, or relating to, the WORK or for any act or neglect of the CITY or of any person relating to or affecting the WORK, except demands against the CITY for the remainder, if any, of the amounts kept or retained under the provisions of Paragraph 14.9 herein; and excepting pending, unresolved claims filed prior to the date of the Certificate of Substantial Completion/Notice of Completion.

### **ARTICLE 15 -- SUSPENSION OF WORK AND TERMINATION**

15.1 **Suspension of Work by City**

- A. The CITY, may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than 90 days by notice in writing to the CONTRACTOR. The CONTRACTOR shall resume the WORK on receipt from the CITY'S REPRESENTATIVE of a notice of resumption of work. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the CONTRACTOR makes an approved claim therefore as provided in Articles 11 and 12.

15.2 **Termination of Contract by City (Contractor Default)**

- A. In the event of default by the CONTRACTOR, the CITY may give 10 days' written notice to the CONTRACTOR of CITY'S intent to terminate the Contract and provide the CONTRACTOR an opportunity to remedy the conditions constituting the default. It shall be considered a default by the CONTRACTOR whenever CONTRACTOR shall: (1) declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors; (2) fail to provide materials or workmanship meeting the requirements of the Contract Documents; (3) disregard or violate provisions of the Contract Documents or CITY'S REPRESENTATIVE'S instructions; (4) fail to prosecute the WORK according



## SECTION 00700

to the approved progress schedule; or, (5) fail to provide a qualified superintendent, competent workmen, or materials or equipment meeting the requirements of the Contract Documents. If the CONTRACTOR fails to remedy the conditions constituting default within the time allowed, the CITY may then issue the Notice of Termination.

- B. In the event the Contract is terminated in accordance with Paragraph 15.2A, herein, the CITY may take possession of the WORK and may complete the WORK by whatever method or means the CITY may select. The cost of completing the WORK shall be deducted from the balance which would have been due the CONTRACTOR had the Contract not been terminated and the WORK completed in accordance with the Contract Documents. If such cost exceeds the balance, which would have been due, the CONTRACTOR shall pay the excess amount to the CITY. If such cost is less than the balance, which would have been due, the CONTRACTOR shall not have claim to the difference.

### 15.3 Termination of Contract by City (For Convenience)

- A. The CITY may terminate the Contract at any time if it is found that reasons beyond the control of either the CITY or CONTRACTOR make it impossible or against the CITY'S interests to complete the WORK. In such a case, the CONTRACTOR shall have no claims against the CITY except: (1) for the value of work performed up to the date the Contract is terminated; and, (2) for the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date the Contract is terminated, which would be needed in the WORK and which meet the requirements of the Contract Documents. The value of work performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the CITY'S REPRESENTATIVE in accordance with the procedure prescribed for the making of the final application for payment and payment under Paragraphs 14.8 and 14.9.

### 15.4 Termination of Contract by Contractor

- A. The CONTRACTOR may terminate the Contract upon 10 days written notice to the CITY, whenever: (1) the WORK has been suspended under the provisions of Paragraph 15.1, herein, for more than 90 consecutive days through no fault or negligence of the CONTRACTOR, and notice to resume work or to terminate the Contract has not been received from the CITY within this time period; or, (2) the CITY should fail to pay the CONTRACTOR any monies due him in accordance with the terms of the Contract Documents and within 60 days after presentation to the CITY by the CONTRACTOR of a request therefore, unless within said 10-day period the CITY shall have remedied the condition upon which the payment delay was based. In the event of such termination, the CONTRACTOR shall have no claims against the CITY except for those claims specifically enumerated in Paragraph 15.3, herein, and as determined in accordance with the requirements of said paragraph.

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### ARTICLE 16 -- MISCELLANEOUS

#### 16.1 **Giving Notice**

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

#### 16.2 **NOT USED**

#### 16.3 **Right to Audit**

- A. If the CONTRACTOR submits a claim to the CITY for additional compensation, the CITY shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR'S books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR'S plants, or such parts thereof, as may be or have been engaged in the performance of the WORK. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the CITY deems desirable during the CONTRACTOR'S normal business hours at the office of the CONTRACTOR.

The CONTRACTOR shall make available to the CITY for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the CITY.

**(END OF SECTION)**

## SECTION 00800

ON-CALL BOARD-UP SERVICES FY 2022-2023  
CUPCCAA INFORMAL BID SOLICITATION

SUPPLEMENTARY CONDITIONS

### **SUPPLEMENTARY CONDITIONS**

#### **SC-1 GENERAL**

These Supplementary Conditions make additions, deletions, or revisions to the General Conditions as indicated herein. All provisions which are not so added, deleted, or revised remain in full force and effect. Terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

#### **SC-2 DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF CITY'S REPRESENTATIVE**

The Police Chief of the Lathrop Police Department or his designee shall be the designated CITY'S REPRESENTATIVE for the Contract. The CITY'S REPRESENTATIVE shall act as directed by and under the supervision of the CITY and will confer with the CITY regarding its actions. The CITY'S REPRESENTATIVE'S dealings in matters pertaining to the on-site WORK shall, in general, be only with the CONTRACTOR, and dealings with subcontractors shall only be through or with the full knowledge of the CONTRACTOR. Written communication by the CONTRACTOR with the CITY will be only through or as directed by the CITY'S REPRESENTATIVE.

#### **SC-3 COORDINATION WITH OTHER CONTRACTORS**

##### A. Coordination

Due to the nature of the work and its effects on other contracts and/or contractors in this project, the Contractor shall coordinate all work with the Engineer, other Contractors and utility companies.

#### **SC-4 HOURS OF WORK**

N/A

#### **SC-5 CITY-FURNISHED MATERIALS**

N/A

#### **SC-6 PHYSICAL CONDITIONS – Subsurface and Existing Structures**

N/A

#### **SC-7 PHYSICAL CONDITIONS – Underground Utilities**

N/A

**SECTION 00800**

**ON-CALL BOARD-UP SERVICES FY 2022-2023  
CUPCCAA INFORMAL BID SOLICITATION**

**SUPPLEMENTARY CONDITIONS**

**SC-8 BONDS**

N/A

**SC-9 INSURANCE**

N/A

**SC-10 SUBCONTRACTOR'S INSURANCE REQUIREMENTS**

N/A

**SC-11 BUILDER'S RISK INSURANCE**

N/A

**SC-12 PERMITS**

The City of Lathrop will pay for all permits under the purview of the City necessary for the provision of the services.

**SC-13 COORDINATION OF PARTIES**

N/A

**SC-14 EQUIPMENT**

N/A

**SC-15 INCLEMENT WEATHER DELAYS**

N/A

**SC-16 TESTS AND INSPECTION, OUTSIDE AGENCIES**

N/A

**SC-17 TESTS AND INSPECTION, CITY OF LATHROP**

N/A

**SC-18 APPLICATION FOR PROGRESS PAYMENT**

N/A

**(END OF SECTION)**

## ATTACHMENT A

ON-CALL BOARD-UP SERVICES FY 2022-2023  
CUPCCAA INFORMAL BID SOLICITATION

SERVICE SPECIFICATIONS

### On-Call Board-Up Services FY 2022-2023 Service Specifications

#### PERFORMANCE OF SERVICES

1. To request Contractor board-up services, a LPD Dispatcher will call the Contractor at a designated phone number provided by the Contractor to provide a location at which the services are to be provided. The Contractor will have up to one (1) hour from receipt of this phone call to respond to the location requested by LPD Dispatch with Task Order forms (see Attachment C – *Board-Up Task Order Form*) and all tools, materials and labor to prosecute the work to completion as soon as practicable.
2. The Officer will show the Contractor each opening in the structure for which board-up services are requested. The Contractor will measure each opening's width and height and calculate the effective square footage of each opening. When the Contractor and Officer agree on the calculated square footage of each opening, each set of dimensions will be written on the Task Order form, and each Party will sign the form.

The Officer shall then photograph the Task Order form to assist in the entry of the data into the City's records, and the Contractor will retain the original form. The Contractor will be required to attach a copy of each executed Task Order form to the submitted invoice for which payment is requested.

3. Contractor shall board-up requested openings to dwelling structures by driving wood screws of a minimum length of 3" through plywood of a minimum thickness of ½" into molding stop, window sill, threshold, door jamb, transom base or other exterior wooden frame or wooden trim suitable for holding the screws securely. Screws shall be along the perimeter of the plywood as allowable, spaced no farther than 12" apart. Screws should not be driven into masonry, vinyl or other siding or outside of door / window trim or frame perimeter unless no other location for suitable anchorage of the screws can be located.

Contractor shall commence performance of the services requested by the Officer upon execution of the Task Order Form, and complete requested services as soon thereafter as practicable.

#### PAYMENT FOR SERVICES

Contractor will be paid for each Task Order as follows:

##### Incident Response:

The Contractor will be paid for one (1) Incident Response (Bid Item #1) per Task Order, and at the rate submitted by the Contractor on its submitted bid schedule.

## ATTACHMENT A

ON-CALL BOARD-UP SERVICES FY 2022-2023  
CUPCCAA INFORMAL BID SOLICITATION

SERVICE SPECIFICATIONS

### Board-Up Opening:

The Contractor will be paid for Board-Up Opening as a product of the total square feet of openings boarded up in each Task Order and the unit cost (\$/Square Foot) submitted by the Contractor on its submitted bid schedule.

Quantity Calculation: Each opening's cost to board up will be determined by multiplying the height of the opening by the width of the opening. If more than one opening is to be boarded up, repeat the above calculation for each opening. The sum of Square Footage of all openings to be boarded up rounded up to the nearest whole square foot will be the quantity of Square Footage for which payment for that Task Order will be made.

No further payment will be made to Contractor for services rendered pursuant to this Agreement.

### Invoicing:

Invoicing shall be no more frequent than once a month for the services provided during the previous month and shall include billing for each Task Order. Invoices must include the copy of each executed Task Order for which payment is requested, and must also be accompanied by receipt for services in order for payment to be processed. The City will make payment to the Contractor within 30 days of receipt of a correct and complete invoice.

*(END OF SECTION)*

# ATTCHMENT B

ON-CALL BOARD-UP SERVICES FY 2022-2023  
CUPCCAA INFORMAL BID SOLICITATION

CITY OF LATHROP MAP



**ATTACHMENT C**

**ON-CALL BOARD-UP SERVICES FY 2022-2023  
CUPCCAA INFORMAL BID SOLICITATION**

**BOARD-UP SERVICES TASK ORDER FORM**

**ON-CALL BOARD-UP SERVICES FY 2022-2023 TASK ORDER**

CAD / REPORT #: \_\_\_\_\_

DATE: \_\_\_\_\_

REQUESTING OFFICER: \_\_\_\_\_

BADGE #: \_\_\_\_\_

TIME OF CALL: \_\_\_\_\_

CONTRACTOR ARRIVAL TIME: \_\_\_\_\_

SERVICES REQUESTED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SQ. FT. OF BOARDING: \_\_\_\_\_

ADDRESS OR LOCATION \_\_\_\_\_

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LATHROP POLICE DEPARTMENT APPROVAL**

OFFICER NAME / BADGE #: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGMENT**

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

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