

# CITY OF COMMERCE



## REQUEST FOR PROPOSAL

INSTALLATION OF NEW ABOVEGROUND FUEL TANKS PROJECT  
(LOCATED: 5625 JILLSON AVENUE, COMMERCE CALIFORNIA)

CITY OF COMMERCE  
2535 COMMERCE WAY  
COMMERCE, CA 90040

**Prepared Under the Supervision of:**  
Robert Zarrilli  
Director of Community Development  
2535 Commerce Way  
Commerce, CA 90040

**PROPOSALS ARE DUE MONDAY, JULY 20, 2009 AT 10:00 AM. NO EXCEPTIONS**

**PUBLIC WORKS  
NOTICE INVITING PROPOSALS  
Page 1 of 2**

THE CITY OF COMMERCE, on behalf of the Community Development Department herein called Owner, invites sealed proposals from licensed contractors to install three (3) new aboveground fuel tanks at 5625 Jillson Street (Commerce Central Receiving Building), as specified in this Request for Proposals. The Contractor shall provide all parts, labor, materials, tools, rentals, equipment, disposal, transportation, supervision and incidentals necessary for a turnkey project to include but not limited to the plans and specifications. All work is to be performed in strict accordance with the plans and specifications contained in this RFP and all Los Angeles County requirements and regulations.

Project Location: 5625 Jillson Street, Commerce, California 90040

Project Budget (including contingency and all incidentals): **\$250,000**

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**ITEMS BELOW APPLY TO ALL PROPOSALS IN RESPONSE TO THIS BID**

**PROPOSALS** – Each proposal shall be in accordance with these Plans & Specifications as prepared by City of Commerce Community Development Department.

**BIDDER'S CONFERENCE** – A **MANDATORY** Bidder's Conference shall be held on **Monday July 6, 2009 at 11:00 a.m.** It is the responsibility of the Contractor to familiarize him/herself with the project. The Contractor shall be responsible for the accuracy of all measurements.

**LOCATION** – Commerce Transportation Building, 5555 Jillson Street, Commerce, CA 90040, (Conference Room).

Attendance at this conference is **MANDATORY**. The Proposals from those not in attendance will not be accepted. **NO EXCEPTIONS.**

**CONTRACTOR LICENSE TYPE REQUIRED** – Contractor must currently possess a valid California Contractor's License of the classification appropriate for this work at time of award.

All bidders are required to comply with all applicable California competitive bidding and labor compliance laws including, but not limited to, active solicitation of subcontract bids from minority-owned businesses, women-owned businesses, and businesses owned by disabled veteran's. Compliance with California prevailing wage rates and apprenticeships employment standards established by the State Director of Industrial Relations is required. There is no mandatory DBE (Disadvantaged Business Enterprise) participation requirement on this project.

**PREVAILING WAGES** – Pursuant to the California Labor Code, the governing board of the Owner has obtained from the director of Department of Industrial Relations determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, as set forth on the schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request.

The Contractor shall comply with all applicable provisions of the California State Labor Code prevailing wages and Compliance of State of California Department of Industrial Relations division of Apprenticeship Standards Labor.

**LIQUIDATED DAMAGES** – It is agreed by the parties to the contract that time is of the essence and that the Contractor shall be responsible to acknowledge and demonstrate the removal of equipment and materials on Friday of the work week. In the event complete delivery or removal is not made within the time or times set forth pursuant to this specifications, damage will be sustained by the Owner and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of such delay. Therefore, it is agreed the successful bidder shall pay to the Owner, as fixed and liquidated damages, and not as penalty, a dollar sum in the amount of **\$250.00** per calendar day for each and every calendar day’s delay in making delivery in excess of the time or times specified. It is further agreed that in the event such damages are sustained by the Owner, the Owner shall deduct the amount thereof from any moneys due or that may become due the vendor under the contract.

**QUESTIONS** – *All questions regarding this RFP shall be directed in writing no later than Wednesday, 07/20/09 @ 10:00 AM, to Danilo Batson, Assistant Director of Public Services at [danilob@ci.commerce.ca.us](mailto:danilob@ci.commerce.ca.us). It is the responsibility of the bidder to confirm transmission of correspondence.*

**BID PROPOSALS SHALL BE RETURNED TO:**

City of Commerce  
Robert Zarrilli  
Director of Community Development  
2535 Commerce Way  
Commerce, CA 90040

**ALL INSURANCES AND BONDS MUST BE FROM CALIFORNIA ADMITTED COMPANIES**

**BID PROPOSALS WILL BE PUBLICLY OPENED AT THE CLOSING DATE AND TIME INDICATED ABOVE. NO BID PROPOSAL WILL BE ACCEPTED AFTER THE CLOSING DATE AND TIME.**

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**THE FOLLOWING DOCUMENTS ARE HEREBY MADE PART OF THIS RFQ**

- |                                     |                         |                                     |   |                                     |                        |
|-------------------------------------|-------------------------|-------------------------------------|---|-------------------------------------|------------------------|
| <input checked="" type="checkbox"/> | INSTRUCTIONS TO BIDDERS | <input checked="" type="checkbox"/> | CONTRACTOR'S PROPOSAL FORM              | <input checked="" type="checkbox"/> | BID BOND FORM          |
| <input checked="" type="checkbox"/> | PAYMENT BOND FORM       | <input checked="" type="checkbox"/> | PERFORMANCE BOND FORM                   | <input checked="" type="checkbox"/> | AGREEMENT FORM         |
| <input checked="" type="checkbox"/> | APPENDX A               | <input checked="" type="checkbox"/> | GENERAL CONDITIONS/PUBLIS WORKS 116-222 | <input checked="" type="checkbox"/> | INSURANCE REQUIREMENTS |

## INSTRUCTIONS TO BIDDERS

**PRE-QUALIFICATION** – Unless stated elsewhere in this document, you must fill out and return with your response the attached Pre-qualification/Vendor Information form, to be qualified. If no form is enclosed or there are no other pre-qualification requirements stated elsewhere in this document, you may assume you are pre-qualified.

**PRICES/NOTATIONS** – All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initiated by person signing document. Each item shall be bid separately.

**FORMAT** – The proposal must be made on the attached Contractor's Proposal Form, filled out completely, dated and signed by the bidder or duly authorized agent in accordance with the directions on the proposal form. Each proposal shall include a complete list of the Sub-Contractors proposed for every portion of the work. Each proposal shall include a complete list of the Sub-Contractors proposed for every portion of the work, in accordance with Public Contract Code, Section 4100-4108, inclusive.

**PRICING/TERMS/TAX** – Prices shall be firm for 90 calendar days after the closing date. All pricing shall be quoted F.O.B. destination, (e.g., cash terms less than 30 days should be considered net) including applicable tax, permits, and licenses. The Owner pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.

**OTHER TERMS AND CONDITIONS** – The Owner reserves the right to reject any or all offers, to waive any discrepancy or technicality or informalities in a bid or in the bidding, and to make the award in any manner determined by the Owner to be most advantageous to the Owner. The Owner recognizes that prices are only one of several criteria to be used in judging an offer and the Owner is not legally bound to accept the lowest offer.

**SUBMITTAL OF PROPOSAL** – Two signed copies of each proposal shall be sealed in an envelope labeled with the RFQ number, title of bid, and opening date and time. The bid response shall be delivered to the Purchasing Division at the address above. Under no circumstances will a proposal be accepted after the exact closing date and time. The Owner is not responsible for late or lost mail, or fax errors or incomplete transmissions or busy fax lines. All pages 8 through 18 must be completed and submitted with for each proposal.

**DELIVERY OF PROPOSALS** - Two signed copies of each proposal shall be:

- A. Address/Deliver proposals to:  
City of Commerce  
ATTN: Robert Zarrilli  
Director of Community Development  
2535 Commerce Way  
Commerce, CA 90040
- B. Proposals must be received in the Purchasing Office, no later than the date and time specified on the cover page and Schedule of Events. LATE PROPOSALS WILL NOT BE ACCEPTED.
- C. Proposals shall be labeled as follows: City of Commerce – Installation of New Aboveground Fuel Tanks Project RFP

**WITHDRAWAL OF SUBMITTAL** – A proposal may be withdrawn only prior to the closing date and time. Withdrawal of a proposal must be made in person by the bidder or someone authorized by him in writing. Proof of identification will be required for proposal withdrawal. No bidder may withdraw his bid for a period of sixty (60) days after the time set for opening thereof.

**DRAWINGS AND SPECIFICATIONS** – All drawings, herein enclosed, become part of the bid documents. Additional sets may be provided if requested by bidders and deemed necessary and if there is sufficient time, (see Page 1 of “Public Works Notice Inviting Bid” for details.)

**INTERPRETATION OF THE DOCUMENTS** – Discrepancies in, and omissions from the plans, specifications or other contract documents or questions as to their meaning shall, at once, be brought to the attention of the Owner. Any interpretation of the documents will be made only by addenda duly issued and a copy of such addenda will be mailed or delivered to each person or firm receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any section of the specification be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the Owner.

**ADDENDA TO THE DOCUMENTS** – The Owner reserves the right to issue such Addenda to the documents as it may desire at any time prior to the time fixed for receiving proposals. A copy of all such addenda will be promptly mailed or delivered to each bidder. The number and date of each addenda shall be listed on the Contractor’s proposal in the space provided.

**BIDDER’S CHECK OR BOND** – Each proposal must be accompanied by a certified or cashier’s check or by a bid bond on the form supplied by the Owner, drawn in favor of the Owner in an amount not less than ten percent (10%) of the total proposal. This check or bond shall be given as guarantee that the bidder, if awarded the contract, will execute and deliver the Contract documents and the required Payment and Performance Bonds in accordance with his proposal accepted by the Owner. In default of execution of the Contract upon award and/or delivery of said Payment and Performance Bonds, such proposal bond or check shall be held subject to payment to the Owner of the difference in money between the amount of the bidder’s proposal and the amount for which the Owner may legally contract with another party to perform the said work, together with the costs to the Owner of redrafting, redrawing, and publishing documents and papers shall, in addition, be held subject to all other actual damages suffered by the Owner, as set forth on the Contract documents. Said check or bond will be returned upon the close of the period mentioned in Paragraph VIII, above, and to the successful bidder upon execution of the Contract documents. No bonds will be accepted unless submitted on the form supplied by owner.

**AWARD OF CONTRACT** – The Contract shall be awarded upon issuance of a City of Commerce Purchase Order including the Contract documents. Execution of the Purchase Order shall constitute a written memorial thereof.

**ADDITIONAL INFORMATION** – The Owner reserves the right to require of a bidder, information regarding financial responsibility or such other information as the Owner determines is necessary to ascertain whether a bid is in fact the lowest responsible and responsive bid submitted, all references to an architect shall be deemed to refer to the Owner where no architect has been employed by the Owner.

**PROMPT ACTION BY THE CONTRACTOR** – After the award of the Contract by the Owner and within four (4) days after the Agreement Forms are presented to the Contractor for signing, the Contractor shall return to the Owner the signed agreements, along with all necessary bonds.

**ARCHITECT** – Reference to the word “Architect” throughout these specifications shall mean “Engineer”

**PERMITS AND LICENSES** – The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Contractor's shall pay for and obtain a City Business License. The City will waive City Permit Fees.

**SAFETY** – All work must conform to the Safety Orders of the State of California, Division of Industrial Safety.

**UNKNOWN OBSTRUCTIONS** – Should any unknown obstruction be encountered during the course of this contract, they shall be immediately brought to the attention of the department representative. The contractor shall be responsible for the protection of all existing equipment, furniture or utilities encountered within the work area.

**CLEANUP** – During performance and upon completion of work on this project, contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the department representative.

**DAMAGE** – The contractor shall be held responsible for any breakage, loss of City's equipment or supplies through negligence of the contractor or his employee while working on the City's premises. The contractor shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the department representative any damages to the premises resulting from services performed under this contract.

**REJECTION OF WORK** – Bidder agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.

**ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS** – The contractor shall adhere to all applicable health and safety laws and regulations including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, State Dept. of Health Services, LA County Fire Department and LA County Public Works Department.

**COORDINATION WITH AGENCIES** – The contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.

**STANDARDS SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION** – Sections 1 through 9 of the Standard Specifications for Public Works Construction "Greenbook" most current edition are incorporated herein by this reference. Where conflicts arise, the Standards Specifications for Public Works Construction shall prevail.

**REQUIREMENTS FOR EXCAVATION DEEPER THAN FOUR FEET** – If excavation work extends deeper than four feet below the surface, the following conditions apply in accordance with SB1470, Chapter 330, of the Business and Professions Code:

- A. The Contractor shall promptly and before the following conditions are disturbed, notify the City in writing of any:
1. Materials that the contractor believes may be material that is hazardous waste, as defined in Section 2517 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  2. Subsurface or latent physical conditions at the site differing from those indicated.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for the contract.
- B. The City will promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
- C. In the event that a dispute arises between the City and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

**MEASUREMENTS** – It is the **responsibility of the bidder** to make all measurements to determine his bid price. The City will not be responsible for determining the quantities of materials necessary to complete the work specified.

**RESPONSE TIME** – Regular and/or emergency response time may be factor in award of bid.

**AUTHORITY OF THE CITY** – Subject to the power and authority of the City as provided by law in this contract, the City shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City shall decide the questions which may arise relative to the fulfillment of the contract or the obligations of the contractor thereunder.

**ACCESSIBILITY** – The contractor shall fully inform himself regarding any and all peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the contract. He shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.

**PROTECTION OF PUBLIC** – Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

**PROPOSER'S COST** – Costs for developing proposals including travel, mileage, printing and per diem, are entirely the responsibility of the Proposer and shall not be chargeable to City of Commerce.

**BIDDER'S PROPOSAL**

**INSTALLATION OF NEW ABOVEGROUND FUEL TANKS PROJECT  
AT 5625 JILLSON STREET  
IN THE CITY OF COMMERCE, CALIFORNIA**

***BIDDER SHALL COMPLETE AND SUBMIT  
ALL DOCUMENTS AND PAGES IN SECTION C "BIDDER'S PROPOSAL" TO THE CITY***

**SUBMITTED BY:** \_\_\_\_\_  
**(Bidder's Name)**

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

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Commerce of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

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

**BID SCHEDULE**

To the City of Commerce City Council, herein called the "Council"; Pursuant to and in compliance with your Notice Inviting Bids and the other documents' relating thereto, the undersigned bidder, having familiarized himself with the work as per the paragraph, "Discrepancies and Misunderstandings," contained in the "INSTRUCTIONS TO BIDDERS" section, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required for this contract in the City of Commerce, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule.

**BID SCHEDULE**

BIDDER understands that a bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. The BIDDER agrees that the Agency reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the Contractors at the bid unit prices so long as the total amount of change does not **exceed twenty-five percent (25%) (plus or minus)** of the total bid amount. If the change exceeds twenty-five (25%), a change order may be negotiated to adjust unit bid prices. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amount bid, unit prices shall govern over extended amounts, and words shall govern over figures. All other work items not specifically listed above, but necessary to complete the work per applicable standards are assumed to be included in the above various bid items.

**BID SCHEDULE REMOVAL AND DISPOSAL OF UNDERGROUNG FUEL STORAGE TANKS**

1. Provide all labor, equipment, materials, tools, supervision and incidentals necessary to install three (3) 1,000 gallons aboveground fuel storage tanks (1 unleaded and 2 diesel) at 5625 Jillson Street, Commerce, California;
2. Excavate and construct Sample, test and remove all contaminated soil as required by the Los Angeles County Department of Public Works, Local, State and Federal regulations;
3. All earthwork (excavation, re-fill and compaction of soil) shall be performed in accordance with the Los Angeles County Department of Public Works, Local, State and Federal regulations;
4. Transport and dispose of all contaminated soil, generated debris, etc., in accordance with the Los Angeles County Department of Public Works, Local, State and Federal regulations;
5. Removal and disposal of all fuel lines/pipes, fuel dispensers and other items related to the underground fuel tanks;
6. Reconstruct and repave pavement area as it currently exist and to meet all current requirements;
7. Obtain all required permits, certificates and documentations related to the removal and disposal of the underground fuel tanks;
8. Proposals shall include at minimum prices for the following items:

Bidder hereby agress to provide and furnish all materials, equipment, labor and methods and do all things necessary for the removal of three (3) 10,000 gallons Underground Storage Tanks in accordance with the plans and specifications included in this Request for Proposal, all applicalbel Local, County, State and Federal regulations/requirements, and terms and conditions of this bid/proposal. Cost should include all permits, removal and disposal of tanks, excavation, bracing and shoring, removal of all fuel liens, saw cutting, pavement replacement, rinsing of tanks, disposal of rinstate, dry ice (if necessary), a minimum of 12 soil samples and testing, base material (Class 2), fill material, completion of all required LA County Documentation/Report (including Closure Report), etc.

TOTAL LUMP SUM BID \$ \_\_\_\_\_

Contaminated Soil: Unit price per ton of contaminated soil which will required excavation, characterization/profiling, testing, removal and treatment of the soil and backfilling and compaction of the excavated areas.

TOTAL UNIT PRICE PER TON \$ \_\_\_\_\_

**NOTICE TO BIDDERS**

Please check your calculations prior to submitting your bid; the City will not be responsible for bidder miscalculations.

**ADDITIONAL NOTES**

Asphalt/Concrete resurfacing and restoration will be handled by the Contractor.  
Profiling and Profile fee: \$\_\_\_\_\_ Assume samples from excavation are acceptable for profiling.  
Provide disposal costs per ton for the following types and quantities of waste:

Quantity (Tons)	Non-Haz Soil	Non-RCRA Soil	RCRA Soil
< 5	\$	\$	\$
5 to 23	\$	\$	\$
24 to 46	\$	\$	\$
> 46	\$	\$	\$

Provide lump sum transportation costs for the following quantities:

Quantity (Tons)	Non-Haz Soil	Non-RCRA Soil	RCRA Soil
< 5	\$	\$	\$
5 to 23	\$	\$	\$
24 to 46	\$	\$	\$

Provide transportation costs per full truck load (Minimum 20 tons per truckload):

Quantity (tons)	Non-Haz Soil	Non-RCRA Soil	RCRA Soil
> 46	\$	\$	\$

**TANK REMOVAL AND DISPOSAL**

All tank removal and disposal work shall comply with the closure/removal requirements of the California Health and Safety Code Division 20, Chapter 6.7, Section 25298, California Code of Regulations Title 23, Division 3, Chapter 16, Sections 2670 through 2672, and the Los Angeles County Code, and any other applicable Local, State and Federal regulations.

**SOIL SAMPLING**

Soil samples shall have a 24 hour turn around time.

**EXCAVATION**

The excavation pit must be backfilled and compacted to surface grade by the end of the day of the tank pull. Resurfacing shall be completed only after the results of the soil samples are returned. Resurfacing must be completed within 3 days, but may be completed sooner if the samples come back non-detect. Any requested work beyond this scope due to potential contaminated readings shall be considered a change order and not part of the scope of work of this bid.

**ATTACHMENTS**

1. Appendix A: Description of Work and General Procedures
2. Appendix B: Aerial Photo of Site
3. Appendix C: Los Angeles County Department of Public Works Underground Storage Tank (UST) Program
4. Appendix D: Los Angeles County Department of Public Works Underground Storage tank (UST) Closure Guidelines
5. Appendix E: Los Angeles County Department of Public Works UST Application for Closure

**BID WITHDRAWAL**

It is understood and agreed that this bid may not be withdrawn for a period of ninety (90) days from the date of the opening and at no time in case of successful bidder.

**COMPLETION OF WORK**

A purchase order will be issued thirty (30) days after award of contract. Project will be completed within \_\_\_\_\_ calendar days.

**BASIS OF AWARD**

The City reserves the right to award this purchase to the vendor providing the lowest responsive, responsible bid for the prime main project. Signature below verifies that bidder has read, understands and agrees to the terms and conditions contained herein and on all of the attachments and agenda. The representations herein are made under penalty of perjury. We hereby offer to sell the City of Commerce the above material and/or service at the prices shown and under the terms and conditions printed hereon or attached or referenced.

This proposal submitted by: \_\_\_\_\_

Company Name  
Representative \_\_\_\_\_

Address  
\_\_\_\_\_  
\_\_\_\_\_

Phone & Fax Numbers \_\_\_\_\_

Email address \_\_\_\_\_

Business License Number \_\_\_\_\_

Federal Employer ID Number \_\_\_\_\_

Professional License Number \_\_\_\_\_

Authorized Signature \_\_\_\_\_

The Contractor, within three (3) working days of being informed by the City as being determined as the lowest bidder, shall submit for review to the City, a detailed Schedule of Values of its Bid, allocating the value assigned to each part of the Work, including an allowance for profit, overhead, insurance, taxes, etc. With the submittal, the Contractor's shall certify that the Schedule of Values is not unbalanced and that the value assigned to each part of the work represents the Contractor's estimate of the total actual cost of performing that part of the work.

The City shall review and accept or return with summary comments the Contractor's Schedule of Values within six (6) working days of receipt. The Contractor shall resubmit the Schedule of Values with responses to the City's summary comments within six (6) working days of receipt. The review process shall be repeated within the specified time frames until the Contractor's Schedule of Values is accepted by the Construction Manager. After the City and the Contractor's agree on the Schedule of Values, said Schedule of Values shall become a part of the Contract Documents.

The contract shall not be executed by the City until the Schedule of Values is approved by the City.

**DESIGNATION OF SUBCONTRACTOR'S**

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

Note: The prime Contractor is required to perform, with its own organization, contract work amounting to at least fifty one percent (51%) of the Contract Price.

NAME, ADDRESS, AND PHONE NUMBER OF SUBCONTRACTOR'S, SUPPLIERS, AND VENDORS	NAME PORTION OF WORK, MATERIALS, AND/OR EQUIPMENT	Dollar Value of Contract	% of Total Contract
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
<b>TOTAL:</b>		\$ _____	_____ %

**REFERENCES**

The City of Commerce is interested in obtaining bids from the most qualified and capable Contractor with a proven track record able to perform work desired by the Community Development Department. Any and all references required to be provided by the bid specifications must be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included. The following are the names, addresses, and telephone numbers for three references for which BIDDER has performed similar work within the past ten years.

1. \_\_\_\_\_  
 Name and address of the owner  
 \_\_\_\_\_  
 Name and telephone number of person familiar with the project  
 \_\_\_\_\_  
 Contract amount Type of work Date Completed
2. \_\_\_\_\_  
 Name and address of the owner  
 \_\_\_\_\_  
 Name and telephone number of person familiar with the project

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Contract amount Type of work Date Completed

3. \_\_\_\_\_  
Name and address of the owner

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Name and telephone number of person familiar with the project

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Contract amount Type of work Date Completed

**BONDS**

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

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**SITE INSPECTION**

The Bidder declares that he/she has carefully read and examined the project specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.

Name of Person who inspected the site: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

**ADDENDA ACKNOWLEDGMENT**

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

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

**AFFIRMATIVE ACTION CERTIFICATION**

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

**NONCOLLUSION AFFIDAVIT**

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

**BUY AMERICA REQUIREMENTS**

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041 (a) and 1048 (a), and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, palletized and reduced iron ore manufactured outside of United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificates of Compliance, conforming to the provisions in Section 6-1.07, "Certificate of Compliance" of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions allowed herein.

The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or \$2,500, whichever is greater. The Contractor's shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

**BIDDER'S INFORMATION**

BIDDER certifies that the following information is true and correct:

Bidder's Name \_\_\_\_\_

Form of Legal Entity (i.e., individual, partnership, corporation, etc.) \_\_\_\_\_

If a Corporation, State of Incorporation (i.e., Calif.) \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone \_\_\_\_\_

State Contractor's License No. and Class \_\_\_\_\_

Original Date Issued \_\_\_\_\_ Expiration Date \_\_\_\_\_

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

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

The date(s) of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

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

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

\_\_\_\_\_

Previous contract performance history:

Was any contract terminated previously: \_\_\_\_\_

*If the answer to the above is "yes", provide the following information:*

Contract/project name and number: \_\_\_\_\_

Date of termination: \_\_\_\_\_

Reason for termination: \_\_\_\_\_

Owner's name: \_\_\_\_\_

Owner contact person and tel. no.: \_\_\_\_\_

**IN WITNESS WHEREOF**, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

BIDDER \_\_\_\_\_

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Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**NOTARY PUBLIC** \_\_\_\_\_

**BID BOND FOR**  
**INSTALLATION OF NEW ABOVEGROUND FUEL TANKS PROJECT**  
**5625 JILLSON STREET**  
**IN THE CITY OF COMMERCE, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_,  
as BIDDER, AND \_\_\_\_\_, as SURETY, are  
held and firmly bound unto the City of Commerce, in the penal sum of  
\_\_\_\_\_ dollars (\$\_\_\_\_\_),  
which is ten percent (10%) of the total amount bid by BIDDER to the City of Commerce for the above stated  
project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm  
by these presents. THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about  
to submit a bid to the City of Commerce for the above stated project, if said bid is rejected, or if said bid is  
accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this  
obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of  
Commerce. IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this  
\_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

BIDDER\* \_\_\_\_\_

SURETY\* \_\_\_\_\_

\*Provide BIDDER/SURETY name, address and telephone number and the name, title, address and  
telephone number for authorized representative.

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

NOTARY PUBLIC \_\_\_\_\_

**CITY OF COMMERCE  
STANDARD CONTRACT**

**CASH CONTRACT #090  
INSTALLATION OF NEW ABOVEGROUND FUEL TANKS PROJECT  
5625 JILLSON STREET  
IN THE CITY OF COMMERCE, CALIFORNIA**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2009, by and between the **CITY OF COMMERCE**, a Municipal corporation, hereinafter called CITY, and \_\_\_\_\_, hereinafter called CONTRACTOR.

**RECITALS**

CITY, by its Notice Inviting Bids duly advertised for written bids to be submitted on or before \_\_\_\_\_, for the following:

**CASH CONTRACT #090  
TRANSPORTATION SERVICE CENTER UNDERGROUND STORAGE TANKS REMOVAL PROJECT  
5555 JILLSON STREET  
IN THE CITY OF COMMERCE, CALIFORNIA**

hereinafter called PROJECT.

At \_\_\_\_\_, on said date, in the Conference Room of the City of Commerce City Hall, said bids were duly opened.

At its regular meeting held on \_\_\_\_\_, 2009, the City Council duly accepted the bid of CONTRACTOR for said PROJECT for being the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR. NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, said parties do hereby agree as follows:

**ARTICLE I**

The contract documents for the PROJECT shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, General Specifications, Standard Specifications, Special Provisions, Plans, CONTRACTOR'S Proposal, and all referenced specifications, details, standard drawings, and appendices, together with this Contract and all required bonds, insurance certificates, permits, notices, and affidavits, and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner.

All of the rights and obligations of CITY and CONTRACTOR are fully set forth and described in the Contract Documents.

All of the above-mentioned documents are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The documents comprising the complete contract are hereinafter referred to as CONTRACT DOCUMENTS and are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

**ARTICLE II**

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

### **ARTICLE III**

CONTRACTOR hereby agrees to receive and accept the total amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which is based on performing all of the bid quantities shown on Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. The final total amount to be paid to the CONTRACTOR shall be based on actual bid quantities completed. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall herein retain ten percent (10%) of said price until said time as the provisions of Article XII herein have been met.

### **ARTICLE IV**

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the said amounts set forth in Article III hereof, and hereby agrees to pay the same at the time, in the manner, and upon the conditions set forth in the CONTRACT DOCUMENTS.

In addition, CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein.

Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

### **ARTICLE V**

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued to said CONTRACTOR by the CITY and shall complete work on the PROJECT within the time schedule specified in the specifications.

### **ARTICLE VI**

- A. CONTRACTOR shall, without disturbing the condition, notify CITY in writing as soon as CONTRACTOR, or any Contractor's subcontractor, agents or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
  2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
  3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Contract.
- B. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- C. CITY shall promptly investigate the reported conditions. If CITY, through the City Engineer or his/her, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, then CITY shall issue a change order.

D. In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights, which pertain to the resolution of disputes and protests between the parties.

#### **ARTICLE VII**

CONTRACTOR shall assume the defense of and indemnify and save harmless the CITY, its elective and appointive boards, officers, agents and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of the Contractor's work, regardless of responsibility of negligence; and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the contract, regardless of responsibility of negligence; provided:

- (a) That CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the aforesaid hold-harmless agreement because of the deposit with CITY by CONTRACTOR, of any of the insurance policies hereinafter described in this Agreement.
- (b) That the aforesaid hold-harmless agreement by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleges to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

#### **ARTICLE VIII**

CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a bond, or bonds, in a form satisfactory to the CITY, in the sum of one hundred percent (100%) of the contract price thereof conditioned upon the faithful performance of this contract and upon the payment of all labor and materials furnished in connection with this contract.

#### **ARTICLE IX**

CONTRACTOR shall not commence work under this contract until CONTRACTOR shall have obtained all insurance required by the CONTRACT DOCUMENTS and such insurance shall have been approved by CITY as to form, amount and carrier, nor shall CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

- (a) COMPENSATION INSURANCE. CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor's similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. If any class of employees engaged in work under this contract at the site of the PROJECT is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor's to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify CITY for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.
- (b) COMPREHENSIVE GENERAL LIABILITY, PRODUCTS / COMPLETED OPERATIONS HAZARD, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONTRACTOR shall take out and maintain during the life of this contract such comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance as shall protect

the CITY, its elective and appointive boards, officers, agents and employees, CONTRACTOR, and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONTRACTOR or any subcontractor, or by anyone directly or indirectly employed by either CONTRACTOR or any subcontractor's, and the amounts of such insurance shall be as follows:

- (1) Public Liability and Property Damage Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
- (2) Products/Completed Operations Hazard Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
- (3) Comprehensive Automobile Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
- (4) Contractual General Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
- (5) or GENERAL AGGREGATE LIABILITY in an amount of not less than TWO MILLION DOLLARS (\$2,000,000).

A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

- (c) PROOF OF INSURANCE. The City of Commerce shall be named as "additional insured" on all policies required hereunder, and CONTRACTOR shall furnish CITY, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give CITY at least thirty (30) days' prior notice of the cancellation of any policy during the effective period of this contract. Such insurance shall be primary and noncontributory with any other insurance maintained by the City of Commerce
- (d) NOTICE TO COMMENCE WORK. The CITY will not issue any notice authorizing CONTRACTOR or any subcontractor to commence work under this contract until CONTRACTOR has provided to the CITY the proof of insurance as required by subparagraph(c) of this article.

#### **ARTICLE X**

If any dispute shall arise concerning this Agreement, the prevailing party shall be entitled to attorney fees.

#### **ARTICLE XI**

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the CITY in the event the PROJECT is not commenced and/or completed on or before the dates specified for commencement and completion of the PROJECT in the CONTRACT DOCUMENTS. The parties have considered the facts of breach of this contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the damages sustained by the CITY in the event of such a breach. The parties therefore agree that in the event such work is not begun and/or completed and accepted by the times so specified in the CONTRACT DOCUMENTS, the sum of Two-hundred-fifty dollars (\$250) shall be presumed to be the amount of damages suffered by the CITY for each day's delay in the starting and/or completion and acceptance of said PROJECT after the dates specified in the CONTRACT DOCUMENTS for the start and/or completion thereof, and CONTRACTOR hereby agrees to pay said sum of Two-hundred-fifty dollars (\$250) as liquidated damages for each day of delay in the starting and/or completion and acceptance of said PROJECT beyond the date specified in the CONTRACT DOCUMENTS. Any and all such liquidated damage assessed shall be done so in accordance with that certain edition of the Specification for Public Works Construction, currently in effect as of the date of this Agreement.

**ARTICLE XII**

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Requirements related to employment and labor relations.

**ARTICLE XIII**

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY Manager shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to Article III hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

**ARTICLE XIV**

This contract shall not be assignable, either in whole or in part, by the CONTRACTOR without first obtaining the written consent of the CITY thereto.

**ARTICLE XV**

The provisions of this agreement are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

**ARTICLE XVI**

If either party to this agreement is required to initiate or defend, or is made a party to, any action or proceeding in any way connected with this agreement, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorney's fees. Attorney's fees shall include reasonable costs for investigating such action conducting discovery and all other necessary cost the court allows, which are incurred in such litigation.

The provisions of this agreement are cumulative and in addition to and not in limitation of any rights or remedies available to the CITY.

IN WITNESS WHEREOF the parties hereto have caused this contract to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF COMMERCE, a Municipal corporation

CONTRACTOR

Signed by: \_\_\_\_\_  
Joe Aguilar, Mayor

Signed by: \_\_\_\_\_  
President

ATTEST:

Signed by: \_\_\_\_\_  
Linda Olivieri, MMC  
City Clerk

Signed by: \_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

Signed by: \_\_\_\_\_  
Eduardo Olivo, City Attorney

**FAITHFUL PERFORMANCE BOND  
FOR**

**CASH CONTRACT #090  
INSTALLATION OF NEW ABOVEGROUND FUEL TANKS PROJECT  
5625 JILLSON STREET  
IN THE CITY OF COMMERCE, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_,  
as CONTRACTOR and \_\_\_\_\_, as SURETY, are  
held and firmly bound unto the City of Commerce, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_dollars (\$\_\_\_\_\_), which is one-hundred percent  
(100%) of the total contract amount for the above stated project, for the payment of which sum,  
CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded  
and is about to enter into a Contract with the City of Commerce for the above stated project, if  
CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner  
and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force  
and effect in favor of the City of Commerce; provided that any alternations in the obligations or time for  
completion made pursuant to the terms of the contract documents shall not in any way release either  
CONTRACTOR or SURETY, and notice of such alternations are hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seal this \_\_\_\_day of  
\_\_\_\_\_, 200\_\_.

CONTRACTOR\* \_\_\_\_\_  
\_\_\_\_\_

SURETY\* \_\_\_\_\_  
\_\_\_\_\_

\* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and  
telephone number for authorized representative. Subscribed and sworn to this \_\_\_\_\_ day of  
\_\_\_\_\_, 200\_\_.

NOTARY PUBLIC \_\_\_\_\_

**MATERIAL AND LABOR BOND  
FOR**

**CASH CONTRACT #090  
INSTALLATION OF NEW ABOVEGROUND FUEL TANKS PROJECT  
5625 JILLSON STREET  
IN THE CITY OF COMMERCE, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_,  
as CONTRACTOR and \_\_\_\_\_, as SURETY, are  
held and firmly bound unto the City of Commerce, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ dollars (\$\_\_\_\_\_), which is one-hundred percent  
(100%) of the total contract amount for the above stated project, for the payment of which sum,  
CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded  
and is about to enter into a Contract with the City of Commerce for the above stated project, if  
CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner  
and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force  
and effect in favor of the City of Commerce; provided that any alternations in the obligations or time for  
completion made pursuant to the terms of the contract documents shall not in any way release either  
CONTRACTOR or SURETY, and notice of such alternations are hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seal this \_\_\_\_ day of  
\_\_\_\_\_, 200\_\_.

CONTRACTOR\* \_\_\_\_\_  
\_\_\_\_\_

SURETY\* \_\_\_\_\_  
\_\_\_\_\_

\* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and  
telephone number for authorized representative.

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

NOTARY PUBLIC \_\_\_\_\_

## APPENDIX A

### CASH CONTRACT #090 INSTALLATION OF NEW ABOVEGROUND FUEL TANKS PROJECT 5625 JILLSON STREET IN THE CITY OF COMMERCE, CALIFORNIA

#### A. DESCRIPTION OF WORK AND GENERAL PROCEDURES

##### 1. General

The standard specifications for this project shall be based on the "Greenbook", Current Edition, except as amended by these bid and contract documents.

##### 2. Emergency Information

The names, addresses and telephone numbers of the Contractor and subcontractor, or their representatives, shall be filed with the City Engineer or City Project Manager prior to beginning work.

##### 3. Scope of the Work

The work to be performed consists of furnishing all labor, materials, tools, equipment and incidental necessary to remove and dispose of three 10,000 gallons underground fuel tanks and all fuel lines to and from the underground tanks located at 5555 Jillson Street, Commerce, California 90040. All work to be performed in accordance with all applicable Local, County, State and Federal regulations. Contractor shall be familiar with all applicable regulations and ensure full compliance to them.

A work schedule shall be submitted five (5) day prior to start of work for approval by the City. Notification and posting of work areas shall be done at least 48 hours in advance and the cost included in the proposal quote/price. All work shall be in conformance with the latest edition of the Standard Specifications for Public Works Construction (Greenbook).

##### 4. Contractor's Duties

Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.

##### 5. CITY OF COMMERCE License and Permit

The Contractor shall obtain a City Business License and a Construction Permits before commencing work.

##### 6. Allotted Working Space

The Contractor shall be responsible for storing his materials and equipment as necessary. The City will not allow keeping equipment, materials, vehicles, removed items, debris, etc. within public right-of-way.

##### 7. Maintenance of Existing Improvements

The Contractor shall protect and maintain all existing improvements to remain in place. Contractor shall notify the City Engineer or his/her designee of any damage to any existing improvements as soon as practical. Contractor shall repair any damage caused by his operation to existing improvements at no cost or extra burden to the City.

##### 8. Notice to Proceed

Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to delivery of a Notice to Proceed. The City's knowledge of work being performed prior to delivery

of the Notice to Proceed shall not obligate the City to accept or pay for such work. The Contractor shall provide all required contract bonds and evidences of insurance prior to commencing work at the site.

**9. Contract Time/Project Schedule**

The Contractor shall submit a Construction Schedule to the City prior to beginning construction. No work may be started until the Schedule has been approved in writing. The work shall be scheduled to assure that construction will be completed within the specified time. The Contractor shall be held responsible for coordination of all phases of the operation so that the time schedule can be met. The date construction shall begin will be specified in a Notice to Proceed, and shall be completed by the date indicated in the construction schedule in "INSTRUCTIONS TO BIDDERS SECTION" of these bid and contract documents.

Except as otherwise provided in the Special Provisions, working hours in traffic lanes will be restricted to between the hours of 8:00 AM and 5:00 PM Monday through Friday, excluding legal holidays and weekends.

During periods when weather or other conditions are unfavorable for construction, the Contractor's shall pursue only such portions of the work as shall not be damaged thereby.

No portions of the work whose acceptable quality or efficiency will be affected by any unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor's and the City that the Contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

**10. Inspection and Testing**

The City Engineer or his/her designee will make, or have made, such inspections and tests as he deems necessary to see that the work is being accomplished in accordance with the requirements of the Contract. In the event such inspections or tests reveal noncompliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the City Engineer or his/her designee, as well as the cost of the subsequent reinspection and retesting. It shall be understood and agreed that the inspection or making of tests shall not constitute an acceptance of any portion of the work nor relieve the Contractor from compliance with the terms of the Contract.

It shall be the Contractor's responsibility to obtain Inspection in a timely manner prior to proceeding with any phase of construction. The Contractor shall neither allow nor cause any of its work to be covered or enclosed until it has been inspected, tested and approved by the City Engineer or his/her designee.

Standard inspections shall be requested by the Contractor at least twenty-four (24) hours in advance of an anticipated inspection.

Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the City and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not.

**11. Sanitary Conditions**

The Engineer may from time to time prescribe rules and regulations for maintaining sanitary conditions along the work and the Contractor shall enforce observance of the same by its employees and the

employees of the subcontractor's, and, if the Contractor fails to enforce these rules and regulations, the Engineer shall have the authority to enforce them.

**12. Sound Control**

The noise level from the Contractor's operations between the hours of 9:00 p.m. and 6:00 a.m. shall not exceed 86 dba at the distance of 50 feet. This requirement in no way relieves the Contractor's from responsibility for complying with local ordinances regulating noise levels.

Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

**13. Air Pollution and Dust Control**

The Contractor shall adhere strictly to Section 7-8.1 and Section 7-8.2 of the Standard Specifications for Public Works (Greenbook) throughout this entire project.

**14. Water Pollution Control**

The Contractor shall adhere strictly to Sections 7-8, Subsections 7-8.6 and 7-8.7 of the Standard Specifications for Public Works (Greenbook) Current Edition through the entire project. The Contractor, without limitation, shall be responsible to provide and implement Best Management Practices to comply with National Pollution Discharge Elimination System (NPDES) standards and practices. The Contractor shall be responsible, to the fullest extent possible, not to permit any contaminants, paints, or other foreign materials (including soil) to enter any drainage system. Contractors shall be responsible to be prepared to provide hay bales or similar devices to prevent erosion from being washed into the storm drain system. Contractors shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to runoff. The Contractor and its Surety shall fully indemnify the City for any pollution damage and/or cleaning costs.

All construction on off-site or on-site improvements shall adhere to NPDES (National Pollution Discharge Elimination System) Best Management Practices to prevent deleterious materials or pollutants from entering the City or County storm drain systems.

Best Management Practices (BMPs). Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the County Regional Best Management Practices Handbook for Construction Activities.

Additional BMPs may be required as a result of a change in actual field conditions, contractor activities, or construction operations

The CITY, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The CITY may assess the Contractor a penalty of \$1,000 for each calendar day that the Contractor has not fully implemented the BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, the CITY will deduct, from the final payment due the Contractor, the total amount of any fines levied on the CITY, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

Full compensation for the implementation of BMPs, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials, shall be considered as included in the prices bid for the various items of work.

CONTRACTOR TO COMPLY WITH THESE REQUIREMENTS AND PUBLIC WORKS DIRECTOR'S DIRECTIONS DURING THE COURSE OF CONSTRUCTION.

**15. Public Convenience and Traffic Control**

The Contractor shall be responsible to furnish, install and maintain such devices which are necessary to provide safe and efficient passage for the traveling public through the work area, for the safety of personnel present in the work area, and to minimize inconvenience to adjacent properties.

Every effort shall be made by the Contractor to insure traffic safety. If in the opinion of the Public Works Director, additional signing or delineation is required for traffic safety, then the Contractor shall furnish and place the additional signs or delineators at no additional cost to the City. Should the Contractor fail to furnish precautionary traffic control devices within one (1) hour after notification by the City, the City shall cause the placement of the necessary items or personnel and the Contractor shall be billed for said items or personnel.

At the end of the Work Day the job site shall be left in a neat and orderly manner. Roadway and parking shall be made available wherever possible to the satisfaction of the Public Works Director or his/her designee.

During construction the Contractor shall provide continuous access to each residence or business affected by this project to the satisfaction of the Engineer.

Should any change in these requirements be necessitated by extraordinary occurrences or requirements during the execution of the work, the Contractor shall obtain prior written approval of the Engineer.

In the event that services of City forces are required for the correction of traffic control conditions during hours other than the normal working hours of the City, an additional charge of \$60.00 per person per hour so required shall be levied for each occurrence thereof.

The Contractor shall install, maintain, and remove all temporary delineators, barricades, lights, warning signs and other facilities necessary to control traffic as specified in the "Work Area Traffic Control Handbook" (WATCH Manual). Flashing Arrow Sign (FAS) are required for all lane closures. Signs, markings, striping, barricades, delineators and all materials shall conform to applicable Caltrans standards and specifications.

**16. Minimum Requirements for Maintaining Traffic Flow**

Work shall be permitted only under the following conditions:

- a. The Contractor shall maintain one (1) minimum ten-foot-wide lanes in each direction at all times.
- b. Driveways: The Contractor shall maintain access to each driveway at all times unless other arrangements have been made with each property owner, subject to approval by the Engineer.

Reduction in lane requirements may be afforded only with the prior written approval of the Engineer. Traffic signs, flaggers, warning devices, safety traffic devices and electronic arrow board for diverting

and directing traffic shall be furnished, installed and maintained by the Contractor through the project. Arrow boards and other devices must comply with the City of COMMERCE requirements for nighttime noise standards at adjacent private property lines.

**17. Temporary No Parking**

Parking will be restricted only for the minimum time necessary to complete on-going work. Contractor must post temporary "NO PARKING" signs a minimum of twenty-four (24) hours in advance and notify the City Engineer. Flashers, approved by the City Engineer, will also be used in pre-approved areas of construction affecting public traffic and for the public safety.

**18. Street Closures, Detours and Barricades**

The Contractor shall notify the Public Works Director, at least ten (10) working days before closing or partially closing any street or alley.

The Contractor shall notify the following agencies at least two (2) working days before closing or partially closing any street or alley:

- City of Commerce Community Development Department
- City of Commerce Community Services Department
- County of Los Angeles Sheriffs Department
- County of Los Angeles Fire Department

Immediately upon completion of the construction work and opening or reopening of any street or alley, the three (3) parties above shall be notified.

The Contractor shall install, maintain, and remove all temporary delineators, barricades, lights, warning signs and other facilities necessary to control traffic as specified in the "Work Area Traffic Control Handbook" (WATCH Manual). Flashing Arrow Sign (FAS) are required for all lane closures. Materials for a temporary facility may be provided from new or used materials. If used materials are provided, they shall be sound, in good condition and otherwise meet the requirements of new materials. All traffic control devices shall be free of graffiti, and the Contractor shall be responsible to immediately clean and/or replace any device to the satisfaction of the Engineer. The Contractor will be allowed no more than one (1) work day to remove graffiti.

All traffic delineators used at night shall display two white retro-reflective bands. The upper band shall be a minimum of 3", but not more than 4", from the top and shall be 6" wide and the lower band shall be 4" wide. The two bands shall be separated by a minimum 2" space.

**19. Materials**

**Material Specifications:** Whenever any material is specified by name and number thereof, such specifications shall be deemed to be used for the purpose of facilitating a description of the materials and establishing the quality of the materials to be used. All materials shall be new and the best of their class and kind. No substitution will be permitted which has not been approved in writing by the Public Works Director or his/her designee.

**Material List:** A complete material list shall be submitted prior to performing any work. Catalog data and full descriptive literature and manufacturer's specifications and installation instructions shall be submitted whenever the use of items different than those specified is requested.

**Approval of Substitutes:** Approval of any items, alternates or substitutes indicates only that the product(s) apparently meet the requirements of the drawings and specifications on the basis of the information and/or samples submitted.

Contractor's Responsibility: Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility. The Public Works Director or his/her designee, may at his or her option, require a manufacturer's warranty on any product offered for use.

**20. Graffiti Removal**

It shall be the Contractor's responsibility to completely remove all "construction graffiti" (spray paint or other marking for utilities, survey points and construction limits) prior to acceptance of the work as completed.

**21. CHANGES TO THE CONTRACT**

**A. CHANGES IN CONTRACT SCOPE OF WORK**

1. Without invalidating the Contract and without notice to sureties or insurers, the City may at any time, or from time to time order Extra Work, delete Work or otherwise revise the Contract Scope of Work. In revising said Scope of Work, the City shall have the right and the authority to make minor changes in the Work which can be prosecuted by the Contractor without extra cost so long as the Work is not inconsistent with the purpose and intent of the Bid and Contract Documents. The City reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 50% (plus or minus) of the individual bid item quantity, and 40% (plus or minus) of the total bid amount. If the change exceeds these percentages, a change order may be negotiated to adjust unit bid prices.
2. Extra Work, where performed, shall be governed by all applicable provisions of the Contract Documents, as well as any additional requirements specifically identified as part of the Extra Work.
3. Changes to the Contract Scope of Work will be authorized by Field Directive, Contract Change Order, or similar written direction issued to the Contractor by the City. Except for emergencies endangering life, limb, or property, no Extra Work shall be performed unless such work has been authorized in written by the City.
4. The Contractor shall prosecute the work associated with a Field Directive, Contract Change Order, or similar written direction in a timely manner.
5. If the Contractor believes that a Field Directive causes an increase or decrease to either the Contract Sum or the Contract Time, the Contractor may submit a Change Order Request to the City.
6. If the City believes that a Field Directive has caused a decrease to either the Contract Sum or the Contract Time, the City shall process a Contract Change Order for said decrease in Contract Sum or Contract Time.
7. If the Contractor accepts a Contract Change Order that does not include a time extension, the Contractor waives any claim for a time extension to the Contract Completion Date for the work covered by that Contract Change Order.

8. Extra Work performed by the Contractor without written authorization from a Field Directive, Contract Change Order, or other similar written directive will not entitle the Contractor to an increase in the Contract Sum or a time extension to the Contract Completion Date.

**B. CHANGES IN CONTRACT PRICE**

1. Whenever a revision to the Contract Scope of Work is ordered by the City results in a change in Contract Sum, the cost of the work affected by such change will be added to or deducted from the Contract Sum, by a fair and reasonable valuation, which shall be determined by one or more of the following:
  - a) By unit price accepted by the City as stated in the Contract Documents.
  - b) By unit prices subsequently fixed by agreement between the Contractor and the City. [See also 3(D) below.]
  - c) By an acceptable lump sum proposal from the Contractor. [See also 3(D) below.]
  - d) By Force Account as described in Section 4, Force Account Payment Procedures below when directed in writing by the City.
2. The Contractor's Change Order Request shall include any change in Contract Time, and shall be signed by the Contractor.
3. The City will review the Contractor's Change Order Request and negotiate with the Contractor an equitable change in Contract Sum or Contract Price in accordance with Section 3, Negotiated Contract Change Orders below. The change in Contract Sum agreed upon, and any change in Contract Time agreed upon, shall be incorporated into the Contractor's final Change Order Request.
4. All Contract Change Orders shall be signed by the Contractor and the City. By signature on the Contract Change Order, the Contractor acknowledges that the adjustments to the Contract Sum and the Contract Time contained in the Contract Change Order are to the full satisfaction and accordance of the Contractor, and that payment in full so waives any right to claim any further cost and/or time impacts at any time during and after the completion of the Contract for the changes encompassed by said Contract Change Order.
5. After there is agreement, the City will prepare and process a Contract Change Order. All Contract Change Orders must be approved by the City in writing before the Contract Change Order can be executed and the work can be authorized.
6. Should the Contractor fail to prepare and submit a Change Order Request for a decrease in Contract Sum, a decrease in Contract Price, or both associated with a decrease in the Contract Scope of Work within a timely manner, but in no case more than twenty (20) working days after the Contractor is directed by the City, or the Construction Manager acting on behalf of the City, to delete said work, the City shall process a unilateral Contract Change Order in accordance with Section 4, Force Account Payment Procedures below.

### C. NEGOTIATED CONTRACT CHANGE ORDERS

1. Whenever a revision to the Contract Scope of Work results in a potential difference in Contract Sum, the Contractor shall submit in the form prescribed by the City, an itemized breakdown of Contractor and subcontractor direct costs, including labor, material, equipment, and approved services, pertaining to such revised work with complete supporting data for the quantities and prices quoted. Labor documentation shall include, but not be limited to, time cards for all employees of the Contractor and its Subcontractors performing all additional labor. This information shall be submitted by the Contractor to the City as part of a Change Order Request.
2. Where the Contractor's Change Order Request includes costs submitted from any subcontractor, at any tier, for labor, material, equipment, and approved services, the Contractor shall be solely responsible for verifying the accuracy of said subcontractor costs in accordance with applicable law and the Contract Documents prior to submitting the Change Order Request to the Construction Manager.
3. The Contractor's direct costs shall be limited to the following:
  - a) Payroll costs for workers and foremen, including wages, fringe benefits as established by negotiated labor agreements or Federal or State prevailing wages, Workers' Compensation and Labor insurance, and labor taxes as established by Law. No other fixed labor burdens will be considered, unless approved in writing by the Construction Manager. The Contractor's direct costs shall not include any costs associated with documenting employee labor hours associated with any revision in Contract Scope of Work as all such indirect costs form a part of the Contractor's overhead expense.
  - b) The cost of materials, including sales tax, if paid for by the Contractor or its subcontractor, in such work as can be substantiated by documentation considered acceptable to the Construction Manager.
  - c) The cost of equipment based on fair rental or ownership value as accepted by the Construction Manager. The rates for rented or contractor-owned equipment shall not exceed the rates as published in the State of California, Business, Transportation, and Housing Agency, Department of Transportation, Construction Program, Labor Surcharge & Equipment Rental Rates, latest Edition. For equipment, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use.
  - d) The cost of incidentals directly related to such work. The direct costs shall not include any labor or office costs pertaining to the Contractor's Managers or Superintendents, its office and engineering staff, its office facilities, or anyone not directly employed on such work, nor the cost of small tools as all such indirect costs form a part of the Contractor's overhead expense.
4. Under the methods described in Paragraphs 2(A)(2) and 2(A)(3) above, the maximum percentage which will be allowed for the Contractor's combined overhead and profit shall be limited to the following:
  - a) For work by its own organization, the Contractor may add the following percentages:
    1. Direct Labor 20 percent (20%)
    2. Materials 5 percent (5%)

3. Equipment (owned or rented) 5 percent (5%)
  - b) For all such work done by subcontractors, such subcontractor may add the same percentages as for the Contractor in Paragraph 3(D)(1) above to its actual net increase in costs for combined overhead and profit. The Contractor may add up to five percent (5%) of the subcontractor's total for its combined overhead and profit.
  - c) For all such work done by subtier-subcontractors, such subtier-subcontractors may add the same percentages as for the Contractor as listed in Paragraph 3(D)(1) above to its actual net increase in costs for combined overhead and profit, and the subcontractor may add up to five percent (5%) of the subtier-subcontractor's total for its combined overhead and profit. The Contractor may add up to five (5%) percent of the subcontractor's total for its combined overhead and profit.
  - d) To the total of the actual costs and fees allowed herein, not more than two percent (2%) shall be added for additional bond and insurance costs.
5. The above fees represent the maximum limits which will be allowed, and they include all and any costs, markups, profits, etc. associated with the preparation and performance and completion of the work.
6. When both additions and credits are involved in any one Contract Change Order, the combined overhead and profit shall be figured on the basis of the net increase, if any, for each area of work; i.e., labor, material, equipment, approved services, and subcontractors. The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in the Contract Sum will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method for Force Account Payment.
7. The Contractor shall not claim for anticipated profits on work that may be omitted.

## **22. FORCE ACCOUNT PAYMENT PROCEDURES**

- A. If either the amount of work, payment, or time extension for a Contract Change Order cannot be determined or agreed upon beforehand, the City may direct by a Field Directive or Contract Change Order that the Contractor perform a revision to the Contract Scope of Work on a Force Account basis. For the actual work performed, the Contractor's payment will be made for the documented actual cost of the following:
  1. Payroll costs. (See Paragraph 3(C)(1) above for the definition of Direct Labor Payroll Costs.)
  2. Material costs. (See Paragraph 3(C)(2) above for the definition of Material and Installed Equipment costs.)
  3. Equipment costs. (See Paragraph 3(C)(3) above for the definition of Equipment costs.)
  4. Additional bonding costs. [See Paragraph 4(B) below.]
  5. Additional insurance costs. [See Paragraph 4(B) below.]

- B. To the preceding costs, there shall be added the following fees for the Contractor, subcontractor, or sub-tier-subcontractor actually performing the work:
1. For work by its own organization, the Contractor may add the following percentages:
    - a. Direct Labor 20 percent (20%)
    - b. Materials 5 percent (5%)
    - c. Equipment (owned or rented) 5 percent (5%)
  2. To the total of the actual costs and fees allowed hereunder, not more than two percent (2%) shall be added for additional bonding and insurance costs for.
- C. For work performed by an approved subcontractor, the Contractor may add to the total of the actual costs and fixed fees allowed under the preceding paragraph an additional fixed fee of five percent (5%) of said total. No further compensation will be allowed for the Contractor's administration of the work performed by the subcontractor.
- D. For work performed by a sub-tier-subcontractor, the subcontractor may add to the total of the actual costs and fixed fees allowed under the preceding paragraph an additional fixed fee of five percent (5%) of said total. No further compensation will be allowed for the subcontractor's administration of the work performed by the sub-subcontractor. The Contractor may add to the total of the actual costs and fixed fees allowed under this paragraph an additional fixed fee of five percent (5%) of said total. No further compensation will be allowed for the Contractor's administration of the work performed by the subcontractor.
- E. The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense. The above fixed fees represent the maximum limits which will be allowed, and they include the Contractor's and all subcontractors' indirect home office expenses and all costs for cost proposal preparation and record keeping.
- F. The City reserves the right to furnish such materials and equipment as it deems expedient, and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment.
- G. For equipment under Paragraph 4(A)(3) above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. The rates for rented or contractor-owned equipment shall not exceed the rates as published in the State of California, Business, Transportation, and Housing Agency, Department of Transportation, Construction Program, Labor Surcharge & Equipment Rental Rates, latest Edition. The rental cost allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, ownership, mobilization, and incidental costs, and no further allowances will be made for those items, unless specific agreement to that effect is made.
- H. Prior to the commencement of Force Account work, the Contractor shall notify the City of its intent to begin work. Labor, equipment and materials furnished on Force Account work shall be recorded daily by the Contractor upon report sheets furnished to the Contractor by the City. The reports, if found to be correct, shall be signed by both the Contractor and the City, and a copy of which shall be furnished to the City no later than the working day following the performance of said work.
- I. The daily report sheet shall thereafter be considered the true record of Force Account work provided. If the City does not agree with the labor, equipment and/or materials listed on the

Contractor's daily Force Account report, the Contractor and City shall sign-off on the items on which there is agreement. The Construction Manager shall then review the items of disagreement, and will advise the Contractor, in writing, of its determination. If the Contractor disagrees with this determination, it shall have the right to file a claim notice in accordance with Section "Claims and Resolution of Claims".

- J. The Contractor shall maintain its records in such manner as to provide a clear distinction between the direct costs of work paid for on a Force Account basis and the costs of other operations.
- K. To receive partial payments and final payment for Force Account work, the Contractor shall submit, in a manner approved by the City, detailed and complete documented verification of the Contractor's and any of its subcontractor's actual costs involved in the Force Account pursuant to the associated Field Directive or Contract Change Order. Such costs shall be submitted within thirty (30) days after said work has been performed. No payments will be made for work billed and submitted to the Construction Manager after the thirty (30) day period has expired.
- L. The Contractor's Force Account invoice shall itemize the materials used and shall cover the direct costs of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The invoice shall be in a form acceptable to the Construction Manager and shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, a copy of all time cards, and the size, type, and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendor's invoices.
- M. When both additions and credits are involved in any one Contract Change Order, the combined overhead and profit shall be figured on the basis of the net increase, if any. The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method described in this Section. The Contractor shall not claim for anticipated profits on work that may be omitted.

## **23. UNIT PRICE ADJUSTMENTS DUE TO INCREASED OR DECREASED QUANTITIES**

- A. The unit prices as stated in the Bid Proposal and as negotiated in any Contract Change Order shall apply to one hundred percent (100%) of the quantity indicated to be the estimated quantity for the Bid item, plus or minus thirty-five percent (35%).

## **24. DIFFERING SITE CONDITIONS**

- A. Pursuant to Public Contract Code Section 7104, the Contractor shall promptly, and before such conditions are disturbed, notify the City in writing, if any of the following is encountered:
  - 1. Material at the Project Site that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to a Class 1, Class 11, or Class III disposal site in accordance with provisions of existing law.
  - 2. Subsurface or latent physical conditions at the Project Site that differs from those indicated in the Contract Documents.

3. Unknown physical conditions at the Project Site of any unusual nature which differs materially from those ordinarily encountered, and which is generally recognized as inherent in work of the character provided for in the Contract Documents.
- B. Upon notification the City shall promptly, investigate the conditions observed by the Contractor. If the City finds that the conditions do materially differ from the Bid and Contract Documents, or do involve hazardous waste, and do cause a decrease or increase in the Contractors cost of, or the time required for, prosecution of any part of the work, the City shall cause to be issued a Contract Change Order under the procedures provided for Contract Change Orders.
  - C. In the event that a dispute arises between the City and the Contractor concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractors cost of, or time required for, prosecution of any part of the work, the Contractor shall not be excused from any scheduled Contract Completion Date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the City and the Contractor and in accordance with Section "Claims and Resolution of Claims". No claim of the Contractor under this clause shall be allowed unless the Contractor has given the required notice.

## **25. CLAIMS AND RESOLUTION OF CLAIMS**

### **A. CLAIMS**

1. If the Contractor disagrees with the City's decision, or in any case where the Contractor deems additional compensation or a time extension to the Contract period is due the Contractor for work or materials not covered in the Contract or which the City has not recognized as extra work, the Contractor shall notify the City, in writing, of its intention to make a claim.
2. Claims pertaining to decisions shall be submitted in writing to the City within five (5) days of the Contractor's notification of the City's decision.
3. All other claims notices for extra work shall be filed in writing to the Construction Manager prior to the commencement of such work. Written notice shall use the words "Notice of Potential Claim". Such Notice of Potential Claim shall state the circumstances and the reasons for the claim, and the estimated amount for the claim. No claim for additional compensation or extension of time for a delay will be considered unless the provisions of these Specifications for Delays and for Time Extensions are complied with. No claim filed after the date of final payment will be considered.
4. It is agreed that unless notice is properly given, the Contractor shall not recover costs incurred by the Contractor as a result of the alleged extra work, changed work or other situation which had proper notice been given would have given rise to a right for additional compensation. The Contractor should understand that timely notice of potential claim is of great importance to the City, and is not merely a formality. Such notice allows the City to consider preventative action, to monitor the Contractor's increased costs resulting from the situation, to marshal facts, and to plan its affairs. Such notice by the Contractor, and the fact that the City has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

**B. RECORDS OF DISPUTED WORK**

1. In proceeding with a disputed portion of the Work, the Contractor shall keep accurate records of its costs and shall submit to the City, a daily summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used.

**C. SUBMISSION OF CLAIM COSTS**

1. Where the Contractor disagrees with any decision of the City, or where the Contractor believes that it has not been properly compensated for a Contract Change Order, or where the Contractor believes that compensation is due for a Field Directive, the Contractor shall submit a claim in accordance with the following schedule:
  - a) To dispute a decision made by the City, the Contractor shall submit to the City a claim within five (5) working days of the disputed decision.
  - b) The Contractor shall keep accurate records of its costs of disputed work, and shall submit to the City daily summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used. Such information shall be submitted to the City at the end of the following working day of the day the disputed work is performed by the Contractor. Receipt of such information by Construction Manager shall not be construed as an authorization for or acceptance of the disputed work. A total final claim amount shall be submitted to the City within five (5) working days of completion of the disputed work. The total final claim submittal shall include the daily summaries previously submitted.
2. Claims shall include an itemized breakdown of the Contractor's and subcontractor's direct costs, including labor, material, equipment, and approved services, pertaining to such disputed work with complete supporting data for the quantities and prices quoted. Labor documentation shall include, but not be limited to, time cards for all employees of the Contractor and its Subcontractors performing all additional labor. This information shall be submitted by the Contractor to the City as part of a Change Order Request.
3. In the event that the City determines that a claim is just, the City shall be allowed to pay for the disputed work in accordance with Section "Changes to the Contract".

**D. CLAIMS MEETINGS**

1. From time to time the City may call a special meeting to discuss outstanding claims should the City deem this of possible help. The Contractor shall cooperate and attend such meetings prepared to discuss its claims, making available the personnel necessary for resolution, and all documents which may reasonably be requested by the Construction Manager.

**E. RESOLUTION OF CLAIMS**

1. For all contracts awarded during the effective dates of Public Contract Code Section 20104, where claims cannot be resolved between the parties, claims for three hundred and seventy five thousand dollars (\$375,000) or less shall be resolved pursuant to the provisions of that code section.

2. Unless this Contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the City and the Contractor that are not resolved between the City and the Contractor and are not governed by Public Contract Code 20104 shall be decided by a court of competent jurisdiction.
3. Arbitration shall not be used for resolution of these disputes. Should either party to this Agreement bring legal action against the other, the case shall be handled in the California County where the work is being performed.

## **26. LIABILITY INSURANCE**

All bidders must be able to provide proof with bid submittal of a minimum of \$1,000,000 general/public liability insurance and additional \$5,000,000 umbrella/excess liability insurance. At time of contract, the City shall be named as "additional insured" on all policies required and contractor shall provide Additional Insured Endorsement as evidence of such.

The liability insurance coverage values shall be:

- (1) Public Liability and Property Damage Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
  - a) General Liability total aggregate of 2 million. Which should state:  
"Additional insured endorsement names the City of Commerce as additional insured and that their insurance is primary and noncontributory.
  - b) The City of Commerce requires a separate Certificate of Endorsement that enforces the general liability statement:  
"Additional insured endorsement names the City of Commerce as additional insured. The certificate should indicate that their insurance is primary and noncontributory."
- (2) Products/Completed Operations Hazard Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
- (3) Comprehensive Automobile Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
- (4) Contractual General Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
- (5) or GENERAL AGGREGATE LIABILITY in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
- (6) Proof of Worker's Compensation Insurance is required.

Automobile and lease vehicle insurance; owned, not owned and hired. Insurance to include bodily injury, sickness and death of any person and property damage owned and unowned per occurrence.

**APPENDIX B**

**CASH CONTRACT #090  
INSTALLATION OF NEW ABOVEGROUND FUEL TANKS PROJECT  
5625 JILLSON STREET IN THE CITY OF COMMERCE, CALIFORNIA**

MAP #1: AERIAL AND PHOTOS OF 5555 JILLSON STREET



## APPENDIX C

### **CASH CONTRACT #090 INSTALLATION OF NEW ABOVEGROUND FUEL TANKS PROJECT 5625 JILLSON STREET IN THE CITY OF COMMERCE, CALIFORNIA**

## **Underground Storage Tank (UST) Program**

The Underground Storage Tank (UST) Program of the County of Los Angeles Department of Public Works, **Environmental Programs Division** (DPW EPD) permits and inspects underground storage tanks within the **unincorporated areas** (PDF, 32 KB) of Los Angeles County and **77 cities**. The Unit regulates all unauthorized releases from underground storage tanks.

**Los Angeles County Code (LACC), Title 11, Division 4**, established the underground storage tank program in Los Angeles County in 1983. The Los Angeles County Underground Storage Tank Program's goal is to protect the public, the environment (air, soil and groundwater) and UST owners/operators by ensuring that UST facilities are **permitted, designed/installed/modified, operating and eventually closed** in compliance with local/state/federal requirements.

If you have any questions or need **forms** or other information you may **contact** us at our public counter, via mail or phone.

## APPENDIX D

### CASH CONTRACT #090 INSTALLATION OF NEW ABOVEGROUND FUEL TANKS PROJECT 5625 JILLSON STREET IN THE CITY OF COMMERCE, CALIFORNIA

## Closure

Closure of an underground storage tank is permitted by the DPW Environmental Programs Division. Closure by removal of an UST, piping and/or dispensers, the closure in-place of an UST and the temporary closure of an UST must comply with the closure conditions as directed on the Closure Permit as well as meet the requirements of California Health and Safety Code Division 20, Chapter 6.7, Section 25298, California Code of Regulations Title 23, Division 3, Chapter 16, Sections 2670 through 2672, and the Los Angeles County Code. It is the policy of Los Angeles County not to allow closure in-place of an UST unless it can be demonstrated from an engineering perspective that it is not feasible to remove the UST.

### Closure Permit Forms

- Completed **Application For Closure** form;
- Site plan to scale which shows the tanks, piping layout, location of any remote fill piping, dispensers, structures, streets, property lines and overhead/underground utilities;
- Completed Unified Program Forms **FACILITY INFORMATION** and **TANK INFORMATION**;
- **Closure Report Requirements** form;
- **Supplement Application for Temporary Closure**.

### Additional Requirements

- DPW authorization to remove, close in-place or temporary close USTs is valid only for 180 days. Closure by removal or in-place requires a closure report to be submitted within 30 days of completing closure-related activities.
- A closure report must be prepared under the direction of a California **registered geologist, certified engineering geologist** or **Civil Engineer** and shall include the following:
  - a written summary of events related to the UST closure
  - a description of the method of obtaining, handling, and/or transporting soil samples
  - documentation as to the existing geology and depth of ground water
  - a plot plan to scale of sampling points
  - soil sampling results
  - completed and signed chain of custody forms
  - documented depth below ground surface where sample was obtained
  - disposal destination of USTs
  - evidence of legal disposal (manifests for UST, product or tank rinsate, piping, impacted soil, etc.)
  - on **State Department of Health Services Environmental Laboratory Accreditation Program (ELAP)** approved laboratory letterhead the analysis date, method of extraction, methods of analysis, results, and QA/QC
- Soil samples are required under each tank, every 20 feet of piping and under each dispenser or remote fill and should be described in the approved UST Closure Permit. For

USTs containing petroleum, soil sampling analysis must meet at a minimum the **California Regional Water Quality Control Board - Los Angeles Region requirements of September 2006**

- Permits/clearance for closure must also be obtained from the **Los Angeles County Fire Department** or local fire department, the DPW Building and Safety Division or local city building and safety equivalent, either the **South Coast** (rules **1149** and **1166**) or **Antelope Valley** AQMD, as well as other applicable permits
- Contractors removing underground storage tanks must be licensed by the **California Contractors State License Board** and possess the **Hazardous Substance Removal Certification (HAZ)**

## APPENDIX E