

**CITY OF CARSON
701 E. CARSON STREET
CARSON, CALIFORNIA 90745**

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN THAT THE Purchasing Manager of the city of Carson will receive sealed bids for:

THE REPAIR OR REPLACEMENT OF DAMAGED WOOD ON OFFICE BUILDING AND PATIO COVER SURFACES AT CALAS PARK, AND REPLACEMENT OF CABINET DOORS IN THE MULTIPURPOSE ROOM AND KITCHEN AT HEMINGWAY PARK

EACH BID MUST BE SUBMITTED IN TRIPLICATE IN THE ENCLOSED RETURN ENVELOPE OR SIMILARLY MARKED ENVELOPE AND ON THE FORMS AVAILABLE IN THE OFFICE OF THE PURCHASING MANAGER. IF AN ENVELOPE OTHER THAN THE ONE PROVIDED IS USED TO RETURN THE BID IT MUST BE IDENTIFIED AS BID NO. B09-10 ON THE ENVELOPE, AND ADDRESSED TO THE CITY CLERK. FAILURE TO IDENTIFY THE BID ON THE ENVELOPE MAY RESULT IN DISQUALIFICATION OF THE BID.

Each bid must be **submitted in triplicate** to the office of the City Clerk at 701 E. Carson Street, Carson, California, 90745 before **2:30 p.m. on the 18th day of November 2009**, and will be opened at that time in the office of the City Clerk, city of Carson and, thereafter, will be submitted to the Purchasing Manager/City Council for award of a contract or rejection of the bids as the Purchasing Manager/City Council may deem wise in his/its discretion.

BIDS RECEIVED AT 2:30 P.M. OR AFTER 2:30 P.M. WILL BE CONSIDERED LATE. It is the policy of the city of Carson to reject any bid that is received late. Such bid will be returned unopened.

Each bid shall be accompanied by a cash deposit, certified or cashiers check, or a bidder's bond made payable to the city, in an amount not less than 10 percent of the total bid submitted.

The successful bidder will be required to pay the prevailing wage scale determined by the Department of Industrial Relations, copies of which are on file in the office of the Development Services General Manager.

The successful bidder shall furnish a performance bond and labor and material payment bond equal to 100 percent of the contract.

There will be a mandatory job walk beginning at Calas Park, 1000 E. 220th St., Carson, CA 90745 on November 5, at 10:00 a.m.

If you have any questions regarding this bid, please call Martha Orozco, Buyer at (310) 952-1758.

DATED: THIS 29TH DAY OF OCTOBER 2009

CITY OF CARSON

**SHERRIE HAMILTON
PURCHASING MANAGER**

SH:MO:st

BID INSTRUCTIONS AND CONDITIONS

1. **Reservations:** The city reserves the right to reject any and all bids received, to take all bids under advisement for not to exceed ninety (90) days after date of opening thereof, to waive any informality on any bid and to be the sole judge of the relative merits of material mentioned in the respective bids received.
2. **Bid Form:** The bid must be made on the forms provided for that purpose, enclosed in a sealed envelope and marked **Bid No. B09-10** and bid opening date **November 18, 2009 before 2:30 p.m.**, and addressed to the office of the City Clerk, 701 E. Carson Street, Post Office Box 6234, Carson, California 90749. No telegraphic **bid** will be considered.

Blank spaces in the bid must be properly filled in, using ink, indelible pencil, or typewriter, and the phraseology of the bid must not be changed. Any unauthorized conditions, limitations or proviso attached to a bid will be liable to render it informal and may cause its rejection. Alteration by erasure or interlineation must be explained or noted in the bid over the signature of the bidder. Bidders are invited to be present at the opening of the bids. Bids shall be subject to acceptance by the city for a period of ninety (90) days unless a lesser period is prescribed in the bid by the bidders.

Three (3) of the completed bid forms shall be submitted to the city before the date and time specified in the Notice Inviting Bids.

3. **The Contract:** The bidder to whom the award is made will be issued a Purchase Order by the city or enter into a written contract with the city of Carson. In case of default by the vendor, the city reserves the right to procure the services from other sources and to hold the vendor responsible for any excess cost incurred by the city thereby.
4. **Payments:** Progress payments and/or complete payment on the contract price will be made in approximately thirty (30) days from date of completion and acceptance of the work performed by demands on the City Treasury of the city of Carson approved as required by Municipal Code and General Law Provisions.
5. **Bid Bond:** The proposal shall be accompanied by a cash deposit, a certified or a cashier's check issued by a responsible bank, payable to the order of the city of Carson, in an amount not less than 10 percent of the aggregate sum of the bid. A surety bond by a responsible corporate surety company will be accepted in lieu of a check. Individual sureties will not be considered as meeting the requirements of this Article and therefore will not be accepted.

The surety bond shall be accompanied by a current copy of the surety company's license issued by the Department of Insurance of the State of California. The check or the bidder's bond shall be enclosed in the same envelope with the bid.

6. **Performance Bond:** The successful bidder shall furnish and maintain a satisfactory performance bond. The bond shall be executed by a responsible corporate surety, authorized to issue such bonds in the State of California and shall be secured through an authorized agent with an office in California. The bond shall be in an amount of not less than 100 percent of the contract amount and shall be accompanied by a current copy of the surety company's license issued by the Department of Insurance of the State of California.

The performance bond shall guarantee faithful performance of the contract in a manner satisfactory to the city, and that materials furnished and quality of work shall be free from defects. The bond shall extend to work performed pursuant to Change Orders and to Extensions of Time, although such changes or extensions are ordered without notice to the surety.

The performance bond shall be furnished by the successful bidder within 14 calendar days after the date of award.

7. **Taxes:** Municipalities are EXEMPT from Federal Excise and Transportation taxes. Prices quoted are to EXCLUDE Federal Taxes. Exemption certificates will be furnished on request. Unless otherwise indicated, prices quoted will be considered to INCLUDE SALES or USE TAX which is payable by the city.
8. **Errors and Omissions:** The vendor shall not be allowed to take advantage of any errors and/or omissions in these specifications or in the vendor's specifications submitted with his bid. Full instructions will always be given when such errors or omission are discovered.
9. **Default:**
 - a. If the vendor fails in any manner fully to perform and carry out each and all of the terms, covenants, and conditions of the contract, he shall be in default and notice in writing shall be given him of such default by the Purchasing Manager of the city. If the vendor fails to cure such default within such time as may be required by such notice, the city, acting by and through the Purchasing Manager, may at its option terminate and cancel the contract, and at the expense of the vendor and his or its surety, complete the contract or cause the same to be completed. The performance bond and the money payable thereon shall be forfeited thereby and to remain the property of the city of Carson.
 - b. In the event of such termination, all monies due the vendor under the terms of the contract shall be retained by the city, but such retention shall not release the vendor or his surety from liability for his default. In such event, however, the vendor and his surety will be credited with the amount of money so retained toward any amount by which the cost of completion of the contract, as above provided, exceeds the original contract price.
 - c. Such termination shall not affect or terminate any of the rights of the city as against the vendor or his surety then existing, or which may thereafter accrue because of such default and the foregoing provision shall be in addition to all other rights and remedies available to the city under the law.
 - d. The waiver or a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.
10. **Infringement on patent rights, copyrights or trademarks:** The contractor must save, keep, hold harmless and fully indemnify the city of Carson and its officers and employees, and agents from all damages, or claims for damages, costs or expenses, in law or equity that at any time arises or be set up for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the city of Carson, or by any of its officers, employees, or agents, of articles to be supplied under this bid, and of which the contractor is not the patentee or assignee or has not the lawful right to sell same.

11. **Safety Requirements:** The equipment you would supply to the city of Carson must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused. Suppliers may be required at his expense to provide training to city employees in the operation of this item, and its maintenance at the convenience of the city.
12. **Business License:** The successful vendor shall possess or obtain a city of Carson Business License within five (5) business days after receipt of the Notice of Acceptance of his bid.
13. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
14. **Permits:** All permits fees and licenses necessary for the completion of the work shall be paid for by the Contractor and subcontractors.
15. **BIDS ARE TO BE SUBMITTED TO THE CITY OF CARSON IN TRIPLICATE. (ONE ORIGINAL AND TWO COPIES).**
16. The preceding instructions and conditions and the attached are applicable to this bid and the BIDDER ACKNOWLEDGES ACCEPTANCE THEREOF OF BY SIGNING AND FILING SAID BID.

TERMS AND CONDITIONS

1.0 BID SIGNATURE

If the bid is made by an individual, it shall be signed and full name of bidder with complete address shall be given; if made by a firm, it shall be signed with the co-partnership name by a member of the firm who shall sign name and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be provided and signed by its duly authorized officer or officers attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

2.0 INTERPRETATION OF BID DOCUMENTS

Should a party responding to this document find discrepancies in, or omissions from the specifications, or should such a party be in doubt as to their meaning, the party responding shall notify the Purchasing Manager in writing immediately. Should it be found necessary, a written addendum will be sent to all bidders. Addenda issued during the bid period shall form a part of the contract and shall be included with the bid.

The city of Carson reserves the right to make such changes in the Notice of Inviting Bid as it may deem appropriate. Any and all changes in the Request for Bid shall be made by a written addendum, which shall be issued by the city to all prospective bidders who have been issued or obtained a copy of the Request for Bid. No oral changes will be permitted. Addenda issued during the bid process shall become a part of the original bid.

3.0 NON-DISCRIMINATION

The successful selected bidder shall be required to certify that its firm shall not discriminate against any subcontractor, supplier, employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, sex or national origin. The bidder shall be required to take affirmative action to ensure that applicants are employed and employees are treated fairly during employment without regard to their race, religion, color ancestry, age, sexual orientation, sex or national origin.

4.0 COMPLIANCE WITH LAWS

The bidder shall comply with all applicable laws, ordinances, and codes of the State of California and local governments, and all regulations and rules relating to affirmative action.

5.0 AWARD OF CONTRACT

No contract exists on the part of the city until the City Council has made the award and purchase order has been executed. The city reserves the right to reject any or all bids, to waive any informality in the bid and to make awards as the interest of the city may require. The award, if made, will take place by the city within approximately ninety (90) calendar days after the scheduled bid opening date. The city reserves the right to accept all or any part of a bid.

6.0 INSURANCE AND BONDING REQUIREMENTS

Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by the City Attorney (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement: (2) property damage insurance with a minimum limits of \$1,000,000.00 (3) automotive liability insurance, with minimum combined single limits coverage of \$1,000,000.00; and (4) worker's compensation insurance with a minimum limit of \$1,000,000.00 or the amount required by law, whichever is greater. City its officers, employees, attorneys, and volunteers shall be named as additional insured on the policy (ies) as to comprehensive general liability, property damage, and worker's compensation coverages.

All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insured to the policy) by the insurance carrier without the insurance carrier giving city thirty (30) day's prior written notice thereof. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, city may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Contractor and the cost of such insurance may be deducted, at the option of city, from payments due Contractor.

At all times, during the term of this Agreement, Contractor shall maintain on file with the City Clerk endorsements of the insurance carrier or carriers on city's standard endorsement forms showing that the aforesaid policies are in effect as provided above. Copies of city's standard endorsement forms are attached. Contractor shall file such endorsements with the Risk Management prior to execution of this Agreement.

Contractor agrees to indemnify, hold harmless and defend city, its officials, officers, and employees, from any and all liability or financial loss, including legal expenses and costs of expert witnesses and consultants, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury and arising directly or indirectly from the activities and operations of Contractor, including its officers, agents, employees, subcontractors or any person employed by Contractor, in the performance of this Agreement, by executing city's standard Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached. Contractor agrees that Contractor's covenant under this section shall survive the termination of this Agreement.

7.0 LICENSES AND PERMITS

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this bid.

8.0 DATE AND LIQUIDATED DAMAGES

The completion of the project shall not exceed ten (10) consecutive calendar days from the date specified for delivery by the Contract. If the Contractor fails to make delivery as specified, he shall be in default and will be subject to the conditions outlined in Item 9, Bid Instructions and Conditions (page 3). No extensions shall be granted unless the failure or delay is due to provisions contained under Item 13, Bid Instructions and Conditions (page 4). Should the Contractor fail to complete the project by the date specified by the Contract, the city will deduct and retain out of the monies which may be due the Contractor as liquidated damages, but not as a penalty, the sum of \$100.00 per day for each and every day or portion of a day that the completion of the project goes beyond ten (10) consecutive calendar days after the date stipulated for its delivery. The said sum of \$100.00 per day in view of the difficulty of estimating such damage is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that the city will suffer by reason of such default and not by way of penalty.

9.0 LIST OF SUBCONTRACTORS

If a bidder contemplates subcontracting any part of the work covered by these specifications, the bidder's bid shall include a description of the work to be done under each subcontract and the name, address, and telephone number of each proposed subcontractor. No subcontractor shall be substituted or added after submission of the bid without prior written approval of the city.

10.0 LABOR LAWS

The successful bidder and the bidder's agents, employees, and subcontractors shall comply with all applicable provisions of the Labor code and all federal, state, and local laws and regulations which affect the hours of work, wages, and other compensation of employees, nondiscrimination, and other conduct of the work. Workers shall be paid not less than the prevailing wages pursuant to determinations of the Director of Industrial Relations as applicable in accordance with the Labor Code. Penalties prescribed by the Labor Code for violations shall be forfeited to the city.

11.0 ASSIGNMENT OF CONTRACT PROHIBITED

The Contractor shall not assign or otherwise attempt to dispose of this contract, or of any of the moneys due or to become due thereunder, unless authorized by the prior written consent of the city of Carson. No right shall be asserted against the city, in law or equity, by reason of any assignment or disposition unless so authorized.

If the Contractor, without such prior written consent, purports to assign or dispose of the contract or of any interest therein, the city, at its option, may terminate the contract, and the city will be relieved and discharged from any and all liability and obligations to the Contractor and to any assignee or transferee thereof.

12.0 MATERIALS AND WORK

All materials and work shall comply with these specifications. All materials and equipment furnished shall be new and unused, but this requirement shall not preclude the use of recycled materials in the manufacturing processes. All work shall be done by qualified workers in a thorough manner. Materials or quality of work not definitely specified, but incidental to and necessary for the work, shall conform to the best commercial practice for the type of work in question.

13.0 GENERAL

1. The city of Carson is soliciting bids to furnish all labor and material to replace pieces of damaged wood, repair and paint all exterior surfaces at Calas Park, and remove and replace all cabinet doors in the multipurpose room and kitchen at Hemingway Park.
2. The city of Carson will not accept any bid submitted by FAX.
3. A bid may be withdrawn prior to the opening of bids without prejudice upon written request to the Purchasing Manager. **No bid may be withdrawn for a period of ninety (90) days once bids have been opened by the City Clerk.**
4. The city of Carson reserves the right to reject the bids, request additional information or take any other action considered to be in the best interest of the city of Carson.
5. The city of Carson reserves the right to waive any informality when awarding a purchase contract to the lowest responsible bidder.

14.0 MANDATORY PRE-BID CONFERENCE AND JOB WALK

A pre-bid conference and job walk for contractors will be held on **November 5, 2009, at 10:00 a.m.** at the following locations:

From:

**Calas Park
1000 E. 220th St.,
Carson, CA 90745**

To:

**Hemingway Park
700 E. Gardena Blvd.
Carson, CA 90746**

This is a mandatory conference and job walk. Any contractor not present at both job sites may not submit a bid. Bids from contractors not present will be rejected.

15.0 COORDINATION

All work shall be coordinated with the city of Carson Landscape and Building Maintenance Superintendent or his designee.

16.0 BID DOCUMENTS

All bids shall include the following executed documents to be submitted with each bid:

Proposal

Certificate of Non-Discrimination by Contractor

Affidavit of Non-Collusion

Agreement to Comply with California Labor Law Requirements

Designation of Subcontractors

Bid Bond

17.0 CONTRACT DOCUMENTS

The contract documents shall be submitted after award and include all insurance documents, performance bonds, labor and material payment bonds and indemnification and hold harmless agreements.

18.0 TIME OF COMPLETION

All work shall be completed within as follows: **Calas Park within 45 days after award of purchase contract, and Hemingway Park within 30 days after completion of Calas Park. Total time frame not to exceed 75 days.**

19.0 SPECIFICATIONS As follows: (pages 9-12)**20.0 CALAS PARK****20.1 OFFICE BUILDING, WOOD STAIN (BUILDING EAST AND SOUTH SURFACES)**

- Replace termite wood sidings 540 linear feet
- Using Pine wood
- Replace corner post covers on 6 places
- Provide and apply primer coat on surfaces

20.2 PATIO COVER

- Replace (8) pieces of real damaged wood 14 feet long 4x4
- Replace (3) pieces of real damaged wood 9 feet long 4x4
- Replace (4) pieces of real damaged wood 2 feet long 7x10
- Replace (4) pieces of real damaged wood 4 feet long 10x6
- Patch all damaged surfaces using Bondo
- Apply two coats of black color stain on all surfaces
- Cover all floors and lawn areas

20.3 OFFICE BUILDING EXTERIOR PAINTING

- Hydro water blast all exterior surfaces (2000 psi)
- Protect lawn and flower bed areas at all times
- Scrape off all loose painting and fill all cracks
- Sand all damaged surfaces and make smooth
- Apply prime coat on all surfaces
- Apply two coats of paint exterior complete
- City to choose color
- Material Dunn Edwards Paint

21.0 HEMINGWAY PARK

21.1 MULTIPURPOSE ROOM

- Remove and replace existing doors
- Re-enforce and strip all doors
- Re-enforce and strip between double open doors
- All doors to be made with real good quality plywood (Oakwood)
- All doors and drawers to have keys
- Handle – Brush nickel style
- Hinge – 100 open degree angle, by Bradley or equal
- Big size 1 door top and bottom total of 12 doors
- 2nd, cabinet total of 30 doors
- 3rd, cabinet 8 doors and 8 drawers
- Re-surface all Formica surfaces
- City to choose Formica color

21.2 KITCHEN CABINET DOORS

- Remove and replace existing doors
- Re-enforce and strip between double open doors
- All doors to be made with good quality plywood
- All doors and drawers to have key
- Handle – Brush nickel style
- Hinge – 100 open degree angle, by Bradley or equal
- Total of 44 doors and 7 drawers
- Re-surface all Formica surfaces
- City to choose Formica color

**CITY OF CARSON
BID SPECIFICATION NO. B09-10**

THE REPAIR OR REPLACEMENT OF DAMAGED WOOD ON OFFICE BUILDING AND PATIO COVER SURFACES AT CALAS PARK, AND REPLACEMENT OF CABINET DOORS IN THE MULTIPURPOSE ROOM AND KITCHEN AT HEMINGWAY PARK

City of Carson
701 E. Carson Street
Carson, California 90749

Gentlemen:

In accordance with your invitation to bid for furnishing all labor and material to replace, repair and painting of damaged wood, repair and paint all exterior surfaces at Calas park, and remove and replace all cabinet doors in the multipurpose room and kitchen areas at Hemingway park, as described by city of Carson Bid Specification No. B09-10, we are pleased to offer the city of Carson the requested work and provide all the labor and materials necessary to accomplish the work _____ days after receipt of order for the following price:

CALAS PARK 20.0

OFFICE BUILDING: Wood replacement, repair, and stain (East and South surfaces) - Furnish all labor, materials, and equipment, per detailed specifications 20.1 Page 9. \$ _____

OFFICE BUILDING: Exterior painting - Furnish all labor, materials, and equipment, per detailed specifications 20.3, Page 10 \$ _____

PATIO COVER: Wood replacement and stain - Furnish all labor, materials, and equipment, per detailed specifications 20.2, Page 9. \$ _____

HEMINGWAY PARK 21.0

MULTIPURPOSE ROOM - Furnish all labor, materials, and equipment, per detailed specifications 21.1, Page 10 \$ _____

KITCHEN CABINETS DOORS - Furnish all labor, materials and equipment, per detailed specifications 21.2, Page 11 \$ _____

ALL FOR, AND INCLUDING APPLICABLE SALES TAX \$ _____

Bidder's Initials _____

ALL BIDS MUST BE SUBMITTED IN TRIPLICATE

Name Date

Address Telephone Number

Fax Number

By (Signed) By (Printed)

Title Contractor's License No. Exp. Date

**CITY OF CARSON
BID NO. B09-10
AFFIDAVIT OF NON-COLLUSION**

The undersigned, as bidder declares that this bid is made without collusion with any other person, firm or corporation and that the only person or parties interested as principals are named herein. Having carefully examined the Notice Inviting Bids, the Specifications and the Terms and Conditions, we do hereby propose and agree, in the event of acceptance hereof, to enter into the required agreement with the city of Carson.

Dated this _____ day of _____ 2009.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

NAME OF COMPANY

SIGNATURE

TITLE

BID SPECIFICATION NO. B09-10

CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

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

We agree specifically:

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

FIRM _____

TITLE OF PERSON SIGNING _____

SIGNATURE _____

DATE _____

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

**AGREEMENT TO COMPLY WITH
CALIFORNIA LABOR LAW REQUIREMENTS**
(Labor Code 1720, 1773.8, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700)

The undersigned contractor certifies that it is aware of and hereby agrees to fully comply with the following provisions of California law:

Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor code relating to public works and the awarding public agency (Agency) and agrees to be bound by all the provisions thereof as though set forth in full herein.

Contractor agrees to comply with the provisions of California Labor Code Sections 1773.8 which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.

Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.

Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

California labor code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

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

Date: _____

Signature: _____

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description:

Indemnitor(s) (List all names):

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Carson and the Carson Redevelopment Agency and their respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities."), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorneys fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitee's sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"indemnitor"

Name _____

Name _____

By: _____

Its

By: _____

Its

CITY OF CARSON/CARSON RDA

o1993 Richards Watson & Gershon 921026 ddp 02014582

INDEMNIFICATION & HOLD HARMLESS/

WAIVER OF SUBROGATION & CONTRIBUTION

PROJECT BID SPECIFICATION NO. B09-10

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ as Principal,
and _____, as Surety, are
held firmly bound unto the Owner, consisting of the following described public entities:

[X] ■ The City of Carson, California

in the sum of \$ _____;

_____ DOLLARS,
(not less than ten percent of total amount of bid)

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

WHEREAS, said Principal has submitted a bid to said Owner to perform all work required under
the following:

PROJECT NO. B09-10

**TITLE: THE REPAIR OR REPLACEMENT OF DAMAGED WOOD ON OFFICE
BUILDING AND PATIO COVER SURFACES AT CALAS PARK, AND
REPLACEMENT OF CABINET DOORS IN THE MULTIPURPOSE ROOM AND
KITCHEN AT HEMINGWAY PARK**

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

SIGNED AND SEALED, this _____ day of _____, 2009.

Principal (SEAL)

Surety (SEAL)

BY: _____
Signature

BY: _____
Signature

PROJECT NO. BID B09-10

FAITHFUL PERFORMANCE BOND

WHEREAS, the Owner, consisting of the following described public entities:

[X] ■ The City of Carson, California

has awarded to _____, hereinafter designated as the "Principal", a Contract for:

PROJECTS NOS.: BID NO. B09-10

TITLE: THE REPAIR OR REPLACEMENT OF DAMAGED WOOD ON OFFICE BUILDING AND PATIO COVER SURFACES AT CALAS PARK, AND REPLACEMENT OF CABINET DOORS IN THE MULTIPURPOSE ROOM AND KITCHEN AT HEMINGWAY PARK

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

NOW, THEREFORE, we, _____

_____, as Principal, and

_____ as Surety, are held and firmly bound unto the Owner in the sum of _____ Dollars

(\$ _____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the "Owner" in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents, or of the work to be performed thereunder, shall in any way affect the obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the Contract Documents or of the work to be performed thereunder.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the _____ day of _____, 2009, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal _____
By _____
Surety _____
By _____

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM TO	LIMITS OF LIABILITY
------------------------------------------------------	-----------------------	---------------------

Scheduled items or locations are to be identified on an attached sheet.

The following are covered by the policy:

- Owned Automobiles
- Non-owned Automobiles
- Hired Automobiles
- Owned, Non-owned and Hired Automobiles

A deductible or self-insured retention (strike out one) of _____ applies to _____ coverage.

DEDUCTIBLE APPLIES PER CLAIM _____, PER OCCURRENCE _____

 INSURANCE COMPANY
 ADDRESS: _____

I, _____, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

 Signature of Authorized Representative (Original Signature only; No facsimile signature or initialed signature accepted)

Executed at _____, _____ on _____, 20_____

Phone No.: (____) _____

**WORKERS' COMPENSATION/EMPLOYERS LIABILITY
SPECIAL CANCELLATION NOTICE ENDORSEMENT**

NAME AND ADDRESS OF INSURED:

General description of agreement(s) and/or activity(ies) insured:

This policy shall not be subject to cancellation except after notice in writing shall have been sent not less than thirty (30) days prior to the effective date thereof by certified mail, return receipt requested, addressed to Risk Management, City of Carson, P.O. Box 6234, Carson, CA 90749. The company agrees to waive all rights of subrogation against the Owner, consisting of the following described public entities:

[] ■ The City of Carson, California

and its or their elected officials, officers, agents and employees.

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement No.	Effective Date	Policy No.
-----------------	----------------	------------

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM TO	LIMITS OF LIABILITY
------------------------------------------------------	-----------------------	---------------------

Workers' Compensation		Statutory
-----------------------	--	-----------

Employers Liability

The following are included in the above coverages:

- () Broad Form All States Endorsement
- () Voluntary Compensation Endorsement
- () _____
- () _____

INSURANCE COMPANY

ADDRESS: _____

I, _____, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative (Original Signature only; No facsimile signature or initialed signature accepted)

Executed at _____, _____ on _____, 20 _____

Phone No.: (____) _____

**EXCESS LIABILITY INSURANCE
ADDITIONAL INSURED ENDORSEMENT**

NAME AND ADDRESS OF INSURED:

General description of agreement(s) and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The Owner, consisting of the following described public entities:

The City of Carson, California

and its or their elected officials, officers, agents and employees are insured thereunder in relation to those activities described generally above with regard to operations performed by or on behalf of the named insured.

2. Such insurance shall be primary, and not contributing with any other insurance maintained by the Owner.
3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Risk Management, city of Carson, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto.

CANCELLATION NOTICE AND ENDORSEMENT TO BE SENT TO:

Risk Management
City of Carson
P.O. Box 6234
Carson, CA 90749
(310) 952-1700

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement No.	Effective Date	Policy No.
TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM TO	LIMITS OF LIABILITY

AMOUNT EXCESS OF

Excess Liability

- () Following Form
- () Umbrella Liability
- () Other

Applicable underlying coverages

<u>Insurance Company</u>	<u>Policy No.</u>	<u>Amount</u>
--------------------------	-------------------	---------------

The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

A deductible or self-insured retention (strike out one) of \$ _____ applies to coverages not included in underlying policies.

DEDUCTIBLE APPLIES PER CLAIM _____, PER OCCURRENCE _____

INSURANCE COMPANY _____

ADDRESS: _____

I, _____, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative (Original Signature only; No facsimile signature or initialed signature accepted)

Executed at _____, _____ on _____, 20 _____

Phone No.: (_____) _____

GENERAL COMPREHENSIVE LIABILITY
ADDITIONAL INSURED ENDORSEMENT

NAME OF ADDRESS OF INSURED:

General description of agreement(s) and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The Owner, consisting of the following public entities:

[X] ■ The City of Carson, California

and its or their elected officials, officers, agents and employees are insured thereunder in relation to those activities described generally above with regard to operations performed by or on behalf of the named insured.

2. Such insurance shall be primary, and not contributing with any other insurance maintained by the Owner.
3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Risk Management, City of Carson, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto.

CANCELLATION NOTICE AND ENDORSEMENT TO BE SENT TO:

Risk Management
City of Carson
P.O. Box 6234
Carson, CA 90749
(310) 952-1700

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement No.	Effective Date	Policy No.
-----------------	----------------	------------

TYPE OF COVERAGES TO WHICH	POLICY PERIOD	LIMITS OF
----------------------------	---------------	-----------

THIS ENDORSEMENT ATTACHES _____ FROM _____ TO _____ LIABILITY

Scheduled items or locations are to be identified on an attached sheet.

The following inclusions relate to the above coverages includes:

- Premises & Operations
- Contractual Liability
- Independent Contractors
- Products/Completed Operations
- Broad Form Property Damage
- Broad Form Liability Endorsement
- Explosion Hazard
- Collapse
- Underground Hazard
- Personal Injury
- _____

A deductible or self-insured retention (strike out one) of _____ applies to _____ coverage.

DEDUCTIBLE APPLIES PER CLAIM _____, PER OCCURRENCE _____

INSURANCE COMPANY

ADDRESS: _____

I, _____, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative (Original Signature only; No facsimile signature or initialed signature accepted)

Executed at _____, _____ on _____, 20_____

Phone No.: (____) _____