



City of Bishop, California

Bidding Information

and

Contract Documents

for

Valley Apartment's Electrical and Solar Project

in the

City of Bishop, County of Inyo, California

August 18th, 2017

Approved:

Jim Tatum
Planning Director

Notice To Bidders

Sealed proposals will be received at the City of Bishop City Administrator's office, City Hall, 377 West Line Street, Bishop, California, 93514 until three o'clock (3:00) in the afternoon on September 10, 2017, for furnishing all labor, materials, tools, implements and machinery to do and complete all work in a manner satisfactory to the City of Bishop, for the following project:

Valley Apartment's Electrical and Solar Project

Together with such other incidental items as are necessary to complete the work in the manner and time prescribed and in strict conformity with the contract documents.

At 3:01 in the afternoon on the above date, said proposals will be publicly opened and read aloud.

All proposals shall be made using the forms furnished by the City and shall be enclosed and sealed in an envelope which is addressed to the City Council, Bishop, California, and is clearly labeled:

Bid for Valley Apartment's Electrical and Solar Project

Bid books including specifications, bid forms to be used for bidding on this project and other contract documents can be obtained at the City of Bishop City Hall, 377 West Line Street, Bishop, California, 93514, 760-873-8458, and ekabala@cityofbishop.com. Only bids referencing all addendums issued for the project shall be considered. To receive addendums and other information issued on the project during the advertisement period, provide your contact information to the Bishop Public Works in City Hall at the above addresses and number at least two working days prior to bid opening.

Valley Apartments is a 19-unit multifamily residential project occupied by low-income seniors and persons with disabilities. The former motor court was purchased by Inyo Mono Advocates for Community Action, Inc. (IMACA), a Community Action Agency, in 1980 with funding from the California Department of Housing and Community Development (HCD) and converted into affordable housing. This project site is located in the City of Bishop on the south side of E. Clarke Street, approximately 384 feet east of Main Street (US Highway 395). The street address of the subject property is 156 E. Clarke Street, Bishop, California, 93514, and the Tax Assessor's Parcel Number (APN) for the project site is 01-212-05.

This is the first phase of a rehabilitation project that includes building repairs and modifications to the three, one-story multifamily residential buildings and site improvements on the property. Phase one consists of electrical repairs and the installation of solar photovoltaic (PV) panels to generate power for the apartment complex. Electrical work will include upgrading the main power service from 400 amp panel to a 600 amp main, replacing Zinsco subpanels to a Square D subpanel or equivalent, and replacing eight exterior junction boxes with NEMA rated exterior boxes, as well as increasing the power supply service to the buildings. Additional electrical work includes installation of (6) new motion sensor security lights and branch circuits for on-demand electric hot water heaters to each unit. The Solar PV Project will include installation of a 20kW system along with an

inverter and all other electrical work to make the system operational. The project includes furnishing of all labor, implements, tools, machinery, materials and all other work required to complete the project.

Bidders are required to attend a bidders conference and mandatory job walk at the job location on September 6, 2017 at 10:00 am.

The estimated range for the construction cost of the project is approximately \$300,000, depending on construction options.

This project is funded entirely with Community Development Block Grant (CDBG) funds awarded to the City in 2013 by HCD. State CDBG Program and U.S. Department of Housing and Urban Development regulations and requirements along with City of Bishop Municipal Code standards apply to this project.

Technical questions should be directed to Elaine Kabala, Associate Planner, City of Bishop, 377 West Line Street, Bishop, California, 93514, 760-873-8458, ekabala@cityofbishop.com.

The successful bidder shall furnish all items required in the contract documents.

All proposals shall include prices for all items of work for all construction options contained in the contract documents. The City intends to award the contract to the bidder with the lowest responsive bid for the most extensive construction option the City is able to fund from the allocation available for this project with consideration for total time to complete the project. Responsive bid proposals shall include:

1. Completed Bid Form
2. Bid Bond or other security
3. Completed Non-collusion Declaration form
4. Completed Contractor's Certificate Regarding Worker's Compensation form
5. Completed Proposed Equipment and Material Manufacturers form
6. Completed Proposed Subcontractors form
7. Completed Licenses form

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

All bidders are requested to return a bid even if not bidding by submitting an application marked "No Bid."

The contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Small, women-owned and minority –owned business are encouraged to submit a bid.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of Bishop and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The Contractor shall procure all required permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

The City Council of the City of Bishop, California, reserves the right to reject any and all proposals and to waive any formalities in the proposal.

Bid Form

Proposal to City of Bishop for the construction of

Valley Apartment's Electrical and Solar Project

Bidder Information:

Name: _____

Address: _____

Phone: _____

Email: _____

To the Bishop City Council:

Pursuant to and in compliance with your Notice to Bidders inviting sealed proposals (bids) and the other documents relating thereto, the undersigned bidder, being fully familiar with the terms of the contract documents, local conditions affecting the performance of the contract, the character, quality, quantities, and scope of work, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the contract and complete in a workman like manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other contract documents, including Addenda _____, _____, _____, and _____, for the prices hereinafter set forth.

The bidder, under penalty of perjury, certifies that, except as noted on an attached page, he or she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager: is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years. If there are any exceptions to this certification, insert the exceptions on an attached page.

The undersigned as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein and that this proposal is made without collusion with any person, firm, or corporation; and proposes and agrees, if the proposal is accepted, that he or she will execute a contract with the City in the form set forth in the contract documents and will accept in full payment thereof the unit prices on the following 3 pages.

Bid, Construction Option 1:

Entire project – Valley Electrical with Solar PV Panels and Repairs

| Item | Quantity | Unit | Description | Unit Price | Total Item Price |
|-------------|-----------------|-------------|--|-------------------|-------------------------|
| 1 | 1 | LS | Submittals | | |
| 2 | 1 | LS | Mobilization | | |
| 3 | 1 | LS | Valley Apartments Electrical Repairs | | |
| 4 | 1 | LS | Valley Apartments 400 amp Main Electrical Panel Replacement with 600 amp Main Electrical Panel | | |
| 5 | 3 | LS | Replacement of Valley Apartments Electrical Subpanels (3) with Square D subpanel or equivalent | | |
| 7 | 1 | LS | Valley Apartments Inverter for Solar Photovoltaic System | | |
| 8 | 1 | LS | Valley Apartments 20kW Solar Photovoltaic System | | |
| 9 | 19 | LS | Valley Apartments installation of branch circuits for tankless (on- demand water heaters in all 19 units | | |
| 10 | 6 | LS | Install (6) new security lights | | |
| | | | | Total Bid | |
| | | | | | |
| | | | | | |

EA is each; LF is linear foot; LS is lump sum; SF is square foot

In the event the total amount for an individual bid item does not agree with the product of the estimated quantity and unit price bid for that item, the unit price stated for the individual item shall govern and the incorrect total amount for that item shall be corrected. In the event the Total Bid does not agree with the sum of the total amounts bid for the respective bid items, the total amounts for the respective bid items shall govern and the incorrect Total Bid shall be corrected.

Unit prices for all items, extensions and total amount of bid must be shown. The proposal submitted shall be in effect for 30 days after the opening of bids.

Accompanying this proposal is a deposit in the form of a _____(Insert words "certified check", "cashier's check", "bid bond", "cash", or appropriate description of substitute security, as the case may be) in the amount of \$_____ which amount is not less than 10% of the total bid, payable to the CITY OF BISHOP.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the contract documents or fails to furnish the required payment bond, or substitute, and insurance certificates and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City's reasonable attorneys' fees, incurred with or without suit.

The names of all persons interested in the foregoing proposals as principals are as follows. If bidder is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of firm, also names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if an individual, state first and last names in full; if the bidder is a joint venture, state the complete name of each party.

Authorized Bidder Representative:

Name (typed or printed): _____(SEAL)

By: _____
(Individual's signature – attach evidence of authority to sign)

Title: _____

Bid Bond

(10% of Total Bid Amount)

We, _____ as Principal,
and _____ as Surety,
jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein to the

City of Bishop, California

(herein called City) for payment of the penal sum of _____

Dollars (\$ _____), lawful money of the United
States. Principal has submitted the accompanying bid for the construction of

Valley Apartment’s Electrical and Solar Project

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the City, at the price designated by his or her bid, and files two bonds with the City, or substitute security in lieu thereof, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by the City, and carries all insurance in type and amount which conforms to the contract documents, and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the City from seeking all other remedies provided by law to cover losses sustained as a result of the Principal’s failure to do any of the foregoing.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City’s reasonable attorney’s fees incurred with or without suit.

Executed on _____

PRINCIPAL

(Seal of Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

_____ (Name and address of Surety's agent for service of
process in California, if different from above)

_____ (Telephone number of Surety's agent in California)

(Attach Acknowledgement)

SURETY

By _____
(Attorney-in-Fact)

Non-collusion Declaration

The undersigned declares:

I am the _____
of _____,
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

Date _____ at

City, State _____

Signature _____

Printed Name _____

Contractor's Certificate Regarding Worker's Compensation

Description of Contract: City of Bishop **Valley Apartment's Electrical and Solar Project**

Labor Code Section 3700 Provides (in part):

“Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- A. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

- B. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

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

Dated: _____
_____ (Contractor)

By _____
_____ (Official Title)

Licenses

The following licenses are required for this project:

- Class B – General Building Contractor (with Class A subcontractor) or
- Class C-10 - Electrical Contractor or
- Class C-46 - Solar Contractor
- In addition to contractor licenses, commercial modular building manufacturer, dealer, and distributor licenses, as appropriate, issued by the California Department of Housing and Community Development

These classifications are provided for information purposes only. The Engineer does not warrant that all classifications required for the project are listed.

It is the City’s intent that “plans,” as used in Public Contract Code Section 3300, is defined as the construction contract documents, which include both drawings and specifications.

The contractor hereby confirms that it has all licenses and permits required by federal, state, and local statutes, regulations, and ordinances including the licenses listed below:

| <u>License Number</u> | <u>Expiration Date</u> |
|-----------------------|------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

I state under penalty of perjury that all information submitted by me and included in this contract is true and correct.

Signature of Bidder: _____

Dated: _____

Agreement

THIS AGREEMENT, made and entered into by and between the

City of Bishop, California

hereinafter referred to as “CITY” and

a corporation under the laws of the state of _____;

hereinafter referred to as “CONTRACTOR”.

CITY and CONTRACTOR agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and shall perform all of the work for the construction of the Valley Apartment’s Electrical and Solar Project in accordance with this agreement and the other contract documents. The scope of work shall be for Construction Option _____.
2. **TIME FOR COMPLETION:** The work shall be completed within the times set forth in the contract documents. Time is of the essence and forfeiture due to delay will be assessed as provided for in the contract documents.
3. **CONTRACT SUM:** CITY will pay CONTRACTOR as described in the Contractor bid and the rest of the contract documents.
4. **PAYMENTS:** Payment will be made in accordance with the contract documents. The filing of the notice of completion by CITY shall be preceded by acceptance of the work made only by an action of the City Council.
5. **COMPLIANCE WITH PUBLIC CONTRACTS LAW:** CITY is a public agency in the State of California and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein and will be complied with by CONTRACTOR.
6. **CONTRACT DOCUMENTS:** The complete contract includes all of these documents:
 - Notice to Bidders
 - Bid Form
 - Agreement
 - Payment Bond

- Worker’s Compensation Certificate
- Special Provisions
- Other referenced documents

This Agreement is executed by the CITY pursuant to an action of its Governing Body in session on _____, authorizing the same, and CONTRACTOR has caused this Agreement to be duly executed.

Dated:

_____ By _____
City Administrator

Dated:

_____ By _____
(Contractor)

Title:

APPROVED AS TO FORM:

City Attorney

Payment Bond

(100% of the Agreement Amount)

We, _____ as Principal,
and _____ as Surety,
jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth
herein to the

City of Bishop

(herein called City) for payment of the penal sum of _____

_____ Dollars (\$ _____), lawful money of
the United States. City has awarded Principal a contract for the construction of

Valley Apartment’s Electrical and Solar Project

If Principal or any of his or her subcontractors fails to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract or during the one-year guarantee period, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax board from the wages of employees of the contractor and his or her subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay the same in an amount not exceeding the sum specified above, and also will pay, in case suit is brought upon this bond, such reasonable attorney’s fees as shall be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed there under, or the plans and specifications shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City’s reasonable attorney’s fees incurred with or without suit, in addition to above sum.

Executed in two original counterparts on _____, 20____

PRINCIPAL

(Seal of Corporation)

By _____

Title _____

Any claims under this bond may be addressed to:

(Name and address of Surety)

(Name and address of Surety's agent for
service of process in California, if different
from above)

(Telephone number of Surety's agent in
California)

(Attach Acknowledgement)

SURETY

By _____

(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

SPECIAL PROVISIONS

A. GENERAL PROVISIONS

1. GENERAL

Unless otherwise stated, the work embraced herein shall be completed in accordance with the 2016 California Building Standards Code (California Code of Regulations, Title 24) insofar as the same may apply and in accordance with these Special Provisions. Copies of the Code may be obtained from the California Department of General Services, Building Standards Commission or online at <http://www.bsc.ca.gov/Codes.aspx>. In addition, the City of Bishop Municipal Code standards including, but not limited to, Title 8 (HEALTH AND SAFETY) (hours of construction), Title 12 - STREETS, SIDEWALKS AND PUBLIC PLACES, Title 15 - BUILDINGS AND CONSTRUCTION, and Title 17 - ZONING shall also apply. Copies may be obtained from the City of Bishop Public Works Department.

When approved by the City, forms, documents, and standards equivalent to those specified may be used.

In the event of conflict between these Special Provisions, the project plans, the California Building Standards Code, the City of Bishop Municipal Code the order of precedent shall be: 1) the California Building Standards Code and Bishop Municipal Code over these Special Provisions; 2) these Special Provisions over the project plans; and 3) the project plans over the project description and scope of work in this RFP and the bid documents.

2. GLOSSARY

All definitions and terms in Section 1-1.07B, Glossary, of the Standard Specifications shall apply, except whenever the following terms are used the intent and meaning shall be as follows.

Bid Item List: The bid form corrected for math errors.

Contract: Executed agreement between the City and Contractor.

Contract Documents: The documents which make up the Contract, including any and all documents incorporated therein; also, any and all written agreements between the City and Contractor which amend or change the Contract. Referred to as the Bid Book in the Standard Specifications.

City: The City of Bishop, State of California, working through its Public Works Department.

Department: The Public Works Department of the City of Bishop.

Director: The Planning Director of the City of Bishop.

Department of Housing and Community Development: The Public Works Department of the City of Bishop, except when Department of Housing and Community Development publications are cited, such cites are to remain as written and refer to the State of California, Department of Housing and Community Development, also known as HCD.

Engineer: The Public Works Director of the City of Bishop, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

Office Engineer: The Public Works Director of the City of Bishop.

Owner: Inyo Mono Advocates for Community Action.

Planning Director: The Planning Director of the City of Bishop.

State or State of California: The City except when State publications or standards are cited, such cites are to remain as written and refer to the State of California.

3. PROPOSAL REQUIREMENTS

The bidder's attention is directed to the provisions in Section 2, Bidding, of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation and the submission of the bid. Subcontracting Request forms are not required but each proposal shall list the portion of work that will be done by each subcontractor. A sheet for listing the subcontractors is included in the Proposal.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

4. BONDS

The Contractor shall furnish a bid guarantee equal to 5 percent of the bid price. The bid guarantee shall consist of a bid bond, certified check, or other negotiable instrument accompanying the bid.

A performance bond from contractors for 100% of the contract shall be executed in connection with each contract.

The Contractor, simultaneously with the execution of the contract, shall furnish a payment bond in an amount equal to 100 percent of the contract amount, or equivalent cash or security in lieu of bonds pursuant to Section 995.710 of the Code of Civil Procedures.

The bid Bonds shall be furnished by surety companies satisfactory to the City on the forms furnished as part of the contract documents. Surety companies, to be acceptable to the City, must be authorized to do business and have an agent for service of process in California.

5. INSURANCE

In addition to insurance requirements of the Standard Specifications, the building supplier must provide Professional Architectural and Engineering Errors and Omissions insurance, in the minimum amount of \$1,000,000, to cover claims against the owner or the general contractor for State and Federal accessibility and other design/engineering code issues. This Errors and Omission Policy must remain in effect for 5 years from the completion of the project.

6. SCOPE OF WORK

The scope of the work shall consist of electrical repairs and the installation of solar photovoltaic (PV) panels to generate power for the apartment complex. Electrical work will include upgrading the main power service from 400 amp panel to a 600 amp main, replacing Zinsco subpanels to a Square D subpanel or equivalent, and replacing eight exterior junction boxes with NEMA rated exterior boxes, as well as increasing the power supply service to the buildings. Additional electrical work includes installation of (6) new security lights and branch circuits for on-demand electric hot water heaters to each unit. The Solar PV Project will include installation of a 20kW system along with an inverter and all other electrical work to make the system operational. The project includes furnishing of all labor, implements, tools, machinery, materials and all other work required to complete the project as described in the contract documents for the **Valley Apartment's Electrical and Solar Project**.

7. PRE-CONSTRUCTION CONFERENCE

Prior to issuance to the Notice to Proceed, the City will hold a pre-construction conference for the purpose of discussing essential matters pertaining to the pursuit of the satisfactory completion of the project. The Contractor's representatives at this conference shall include all major superintendents for the work and may include subcontractors. The bidders conference and mandatory job walk will be held at 10:00 am on September 6, 2017 at 156 E. Clarke Street in Bishop, CA.

8. SUBMITTALS

In addition to submittals required in the Standard Specifications and elsewhere in these Special Provisions, the Contractor shall submit the following information to the City seven (7) working days prior to beginning of work for review and approval.

Each submittal shall include a cover sheet clearly describing the purpose of the submittal and containing a statement that the contractor has examined and verified all field dimensions and measurements, field construction criteria, materials, and similar data, and they meet the requirements for the project. Submittals shall provide sufficient information to determine that the item is in compliance with the requirements.

Submittals are required for items including for the following:

- a) Replacement of main electrical and subpanels;
- b) Increase in electrical service power to property;
- c) Solar Photovoltaic (PV) Panels and Inverter;
- d) Electrical equipment and fixtures; and
- e) Other equipment, fixtures, and features

9. PERMITS AND LICENSES

The following permits and licenses are known to be required for the work:

- a) City of Bishop Business License;
- b) California Contractors License Classification C-10 (required for bid items 3, 4, 5, 6, 7, 9, and 10); and
- c) California Contractors License Classification C-46 (required for bid item 8).

The prime contractor on this project may be either an Classification B or Classification C-10. The bid items listed in this section shall be completed by the contractor or subcontractor with the specified license.

10. TIME OF COMPLETION

The Contractor shall have 45 working days to complete the work from issuance of the notice to proceed.

11. LIQUIDATED DAMAGES

Liquidated damages shall be \$1000 per day.

12. MEASUREMENT AND PAYMENT

All work will be measured and paid for as shown on the bid form and the contract documents.

Item quantities shall be measured by planned, actual, or lump sum in accordance with these special provisions. Item quantities to be measured for payment by planned quantities shall be based on theoretical or calculated quantities of completed work based on the plans. Item quantities to be measured for payment by actual quantities shall be determined by measurement of completed work.

The price paid for bid items shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing those items of work complete in place in accordance with the contract documents.

When the contract does not include a contract pay item for work required by the contract, full compensation for that work is included in the prices paid for the contract pay items included in the contract.

The Contractor with assistance from the City shall, on or before the tenth day of each calendar month after construction work is started, cause an estimate in writing to be made of the value of the work completed.

A request for payment shall be submitted by the Contractor each month and upon completion of all work for approval and payment by the City.

The City shall retain 10 percent of the estimated value of the work done and 10 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor, except that at any time after 20 percent of the work has been completed, if the Engineer finds that satisfactory progress is being made, the City may reduce the total amount being retained from payment pursuant to the above requirements to 5 percent of the estimated value of the work and materials and may also reduce the amount retained from any of the remaining partial payments to 5 percent of the estimated value of the work and materials. In addition, on any partial payment made after 95 percent of the work has been completed, the Department may reduce the amount withheld from payment pursuant to the requirements of this section to such lesser amount as the Department determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Planning Director.

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code concerning prompt payment to subcontractors.

13. RESOLUTION OF CLAIMS

All public works claims between the Contractor and City relating to this contract where the total claims of both parties are equal or less than \$375,000 shall be resolved in accordance with Public Contract Sections 20104 et seq., which are incorporated herein by reference. There shall be no claims for labor compliance issues.

14. TRAFFIC CONTROL

The contractor's traffic control plan shall include, but not be limited to, the following:

- Construction signing
- Types and location of traffic control devices
- Draft notification letters

The plan shall conform to the California Manual of Uniform Traffic Control Devices.

The City Engineer will review the submittal and provide written comments on the proposed plan. Upon resolution of issues the Engineer shall accept the plan in writing.

Acceptance by the Engineer of a traffic control plan shall in no way relieve the Contractor of responsibility for safety. Acceptance of the traffic control plan by the City Engineer indicates that the plan generally appears to conform to the contract requirements. Such acceptance shall in no way be construed as confirmation of the technical accuracy or adequacy of the contents of the plan and shall not relieve the Contractor of the obligation to institute traffic control measures in full compliance with contract requirements, and which function safely and correctly, and are in conformance with applicable statutes, ordinances, and regulations.

Notifications: Draft notifications to properties shall be submitted to the Engineer for review and approval before Contractor distributes notices. The Contractor shall submit a copy to the Engineer of all notifications delivered.

The Contractor shall prepare and deliver project information notices to all properties adjacent to the project to ensure properties receive the notices no less than 7 calendar days prior to beginning any construction. The notice will include:

- Impacts of construction to property
- General scope of project including description of project and limits, hours and days of operation, phasing information, lane closure, and parking restrictions
- Contractor contact and telephone number
- Other appropriate information requested by the Engineer.

When temporary full-street and driveway closures are necessary for vehicles, the Contractor shall notify the affected properties 3 working days prior to each closure event.

Flagging: Flagging shall be paid entirely by the contractor. Assigned flaggers must control traffic and warn public of any dangerous conditions results from work activities. All flaggers must maintain flagging apparel. Flaggers shall be used during active construction operations whenever one-way traffic control is used on a two-way street.

Open Trenches and Excavation: Except for the minimum area needed to resume construction the following day, trenches and excavation shall be plated or backfilled and compacted to at least the bottom of the pavement section by the end of each work day.

Phasing and Access Requirements: No more than one block shall be closed to vehicle traffic at a time. Except at isolated locations, at least two smooth firm lanes at least 11 feet wide shall be open on all two way streets when construction operations are not underway. At isolated locations at least one smooth firm lane at least 11 feet wide shall be open on all streets when construction operations are not underway.

15. GENERAL SAFETY

Contractor shall transmit to the City copies of reports and other documents related to accidents and injuries encountered during this work. Where there is conflict between applicable safety orders, laws and regulations and policies, the more stringent measures shall apply.

16. CHEMICALS

The Contractor shall provide two copies of Material Safety Data Sheets to the City for all chemicals used during this project at least three days prior to bringing them on site. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

If the Contractor encounters hazardous substances during this work, he or she shall immediately notify the City and the County Environmental Services Office. Hazardous substances shall be disposed of in accordance with the requirements of Inyo County Department of Environmental Health.

B. BID ITEMS

1. Submittals

Submittals shall include 3 paper and one electronic copy electrical plan drawings of the apartment buildings, including sealed electrical, stamped by a licensed California engineer or architect to meet the conditions at the site. Construction drawings shall include electrical fixture and solar photovoltaic panel dimensions and locations. After authorization by the City Building Inspector, submittals include obtaining California Housing and Community Development approval for the repairs and Solar PV panels, if applicable. Submittals shall be measured lump sum and shall be paid 75% after all submittals are provided by contractor and the remaining 25% after submittals are authorized.

2. Mobilization

Mobilization shall be measured lump sum.

3. Valley Apartments Electrical Repairs

Valley Electrical Repairs shall include, as a minimum, replacement of eight (8) exterior electrical junction boxes with outdoor NEMA rated, UL certified and approved electrical fixtures.

4. Valley Apartments Main Electrical Panel Replacement

This project item shall include replacement of the main 400 amp electrical panel to a 600 amp main panel for the 19-unit apartment complex.

5. Valley Apartments Electrical Subpanel Replacement

The project task is to replace three (3) Zinsco subpanels with Square D subpanels or equivalent for the apartment buildings.

6. Valley Apartments Power Supply Increase

Project Task No. 6 includes working with the Los Angeles Department of Water and Power (LADWP) to increase the power supply for Valley Apartments.

7. Install New Exterior Security Lighting

Project Task No. 7 includes install of (6) new exterior, motion sensor activated security lights.

8. Valley Apartments Inverter for Solar Photovoltaic (PV) System

This part of the project is the installation of an inverter for the Solar PV System that will be added to the southern apartment building.

9. Valley Apartments 20kW Solar Photovoltaic (PV) System

Project Task No. 8 is the installation of new solar PV panels on the south facing roof of the south apartment building, which parallels the alley.

10. Valley Apartment Installation of Branch Circuits for Tankless (on-demand) Water Heaters

Electrical conduit and cable shall be installed in all units and connected to subpanels with minimum 20 amp breakers.

