

CONTRACT

CITY OF MURRIETA CITY HALL SILICONE ROOF REPLACEMENT PROJECT

CITY PROJECT NO. 10027

THIS CONTRACT, made and entered into the 1st day, of April 2025, by and between the **City of Murrieta**, a municipal corporation, hereinafter referred to as "CITY," and **HI-Top Roof, Inc.**, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

That CITY and CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. **CONTRACT DOCUMENTS.** The complete Contract includes all of the Contract Documents, to wit: Instructions to Bidders, Proposal, Performance Bond, Labor and Materials Bond, Plans and Special Provisions entitled CITY OF MURRIETA, Insurance Forms, this Contract, and all modifications and amendments thereto, and the latest version of the Standard Specifications for Public Works Construction, Parts 1 through 6, with the exception of Section 307, "Street Lighting and Traffic Signals," and the addition of the Standard Specifications, Department of Transportation, State of California State Standard Specifications, Section 86, "Signals, Lighting and Electrical Systems," and Section 56, "Signs," dated May 2006.

The Plans consist of:

PLANS FOR THE CITY OF MURRIETA CITY HALL SILICONE ROOF REPLACEMENT PROJECT: CIP Project No. 10027

Copies of the Standard Specifications for Public Works Construction are available from the publisher:

Building News, Inc. (BNi)
990 Park Center Drive, Suite E
Vista, CA 92081
(760) 734-1113
www.bnibooks.com

The aforementioned Standard Specifications will control the general provisions, construction materials, and construction methods for this Contract except as amended by the Plans and Specifications of this Contract.

In case of conflict between the Standard Specifications for Public Works Construction or State Standard Specifications, and the remaining Contract Documents, the remaining Contract Documents shall take precedence over and be used in lieu of such conflicting portions.

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed completed and in place and that only the best general practice is to be used.

Unless otherwise specified, CONTRACTOR shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Contract.

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS

The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. Any conflict between this Contract and any other Contract Document shall be resolved in favor of this Contract.

2. **SCOPE OF WORK.** CONTRACTOR shall perform the work as shown on the Contract Drawings, shall furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the completion of the following project:

**CITY OF MURRIETA CITY HALL SILICONE ROOF REPLACEMENT PROJECT
CITY PROJECT NO. 10027**

All of said work to be performed and materials to be furnished shall be in strict accordance with the Drawings and Specifications and the provisions of the Contract Documents hereinabove enumerated and adopted by CITY.

3. **CITY APPROVAL.** All labor, materials, tools, equipment, and services shall be furnished and work performed and completed under the direction and supervision and subject to the approval of CITY or its authorized representatives.
4. **CONTRACT AMOUNT AND SCHEDULE.** CITY agrees to pay and Contractor agrees to receive and accept the prices set forth in the proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. 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 aforesaid 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.

CONTRACTOR agrees to complete the work on **CITY OF MURRIETA CITY HALL SILICONE ROOF REPLACEMENT PROJECT** in a period not to exceed **Thirty (15)** working days per Section 6-7 of the Standard Specifications for Public Works Construction, commencing upon the date stated in the Notice to Proceed by CITY. Construction shall not commence until bonds and insurance are approved by CITY.

5. **CHANGE ORDERS.** All change orders shall be approved by the City Council, except that the City Manager or his designee is hereby authorized by the City Council to make, by written order, changes or additions to the work in an amount not to exceed fifteen (15) percent of this Contract amount and the City Manager or his designee shall notify City Council in a public meeting if changes or additions to the work exceed ten (10) percent of this Contract amount.
6. **PAYMENTS/ACCEPTANCE OF WORK.** The text of Subsection 9-3.2 of the Standard Specifications for Public Works Construction is hereby deleted and replaced with the following:

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS

The closure date for the purpose of making partial progress payments will be the last day of each month. CONTRACTOR shall prepare the approximate measurement of the work performed through the closure date and submit it to CITY for approval by the tenth (10th) day of the following month. Payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. A full five percent (5%) retention will be deducted from all progress payments. Partial payments on the Contract price shall not be considered as an acceptance of any part of the work.

Upon completion of the work, CONTRACTOR shall so notify Engineer, in writing, submit satisfactory evidence of payment for equipment, materials and labor, submit "CONTRACTOR'S AFFIDAVIT." Upon receipt of the notification, Engineer shall promptly, by personal inspection, determine the actual status of the work in accordance with the terms of the Contract. If he finds materials, equipment, or workmanship that do not meet the terms of the Contract, he shall prepare a preliminary punch list of such items and submit it to CONTRACTOR. Final determination of acceptability shall be made by CITY. Upon acceptance of the work, CITY shall file a Notice of Completion. The conditions of the guarantee shall commence on the date that CITY files a Notice of Completion. CITY shall make final payment to CONTRACTOR in the manner provided by law following the expiration of thirty-five (35) days after filing the Notice of Completion.

The final payment shall include the entire sum found to be due hereunder after deducting all previous payments and such other lawful amounts as the terms of this Contract describe.

7. LIQUIDATED DAMAGES; EXTENSION OF TIME. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay to CITY the sum of **seven hundred dollars (\$700)** per day for each calendar day completion is delayed beyond the time allowed pursuant to paragraph 4 of this Contract. Such sum shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR will be granted an extension of time and will not be assessed liquidated damages for unforeseeable delays beyond the control of and without the fault or negligence of CONTRACTOR, including delays caused by CITY. CONTRACTOR is required to promptly notify CITY of any such delay.
8. WAIVER OF CLAIMS. Unless a shorter time is specified elsewhere in this Contract, on or before making final request for payment under paragraph 6 above, CONTRACTOR shall submit to CITY, in writing, all claims for compensation under or arising out of this Contract; the acceptance by CONTRACTOR of the final payment shall constitute a waiver of all claims against CITY under or arising out of this Contract except those previously made in writing and request for payment. CONTRACTOR shall be required to execute an affidavit, release, and indemnify agreement with each claim for payment.
9. PREVAILING WAGES. Pursuant to provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract, from Director of the Department of Industrial Relations. These rates are on file with the

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS

City Clerk. Copies may be obtained at cost at the City Clerk's office of Murrieta. CONTRACTOR shall post a copy of such rates at the job site and shall pay the adopted prevailing wage rates as a minimum. CONTRACTOR shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code.

Pursuant to the provisions of 1775 of the Labor Code, CONTRACTOR shall forfeit to CITY, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of the Contract.

10. WORKERS' COMPENSATION LIABILITY INSURANCE. CONTRACTOR, by executing this Agreement, hereby certifies:

"I am aware of the provision of Section 3700 of the Labor Code that requires every employer to be insured against liability for Workers' Compensation or 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."

11. TIME OF THE ESSENCE. Time is of the essence in this Contract.
12. INDEMNIFICATION. All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify, hold harmless, and defend CITY, its officers, employees, and agents against any and all liability, injuries, or death of persons (CONTRACTOR's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigations arising through the sole active negligence or sole willful misconduct of CITY.
13. CONTRACTOR'S INDEPENDENT INVESTIGATION. No plea of ignorance of conditions that exist or that may hereafter exist or of conditions of difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by CITY for purposes of letting this Contract out to bid will be accepted as an excuse for any failure or omission on the part of CONTRACTOR to fulfill in every detail all requirements of this Contract. Nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.
14. GRATUITIES. CONTRACTOR warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities or promises to CITY's employees, agents, or representatives with a view toward securing this Contract or securing favorable treatment with respect thereto.
15. CONFLICT OF INTEREST. CONTRACTOR warrants that he has no blood or marriage relationship, and that he is not in any way associated with any City officer or employee, or

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS

any architect, engineer, or other preparer of the Drawings and Specifications for this project. CONTRACTOR further warrants that no person in his employ has been employed by CITY within one (1) year of the date of Notice Inviting Bids.

16. CONTRACTOR'S AFFIDAVIT. After completion of the work contemplated by this Contract, CONTRACTOR shall file with the City Manager his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors upon the project have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice that has been filed under the provisions of the laws of the State of California.

17. SIGNATURE OF CONTRACTOR

Corporations:

The signature must contain the name of the corporation, must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above if a certified copy of a resolution of the corporate board of directors so authorizing them to do so is on file in the City Clerk's office.

Partnerships:

Names of all persons comprising the partnership or co-partnership must be stated. Bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a certificate of partnership acknowledging signer to be a general partner is presented to the City Clerk, in which case the general partner may sign.

Joint Ventures:

Bids submitted as joint ventures must so state and be signed by each joint venturer.

Individuals:

Bids submitted by individuals must be signed by the bidder, unless an up-to-date power of attorney is on file in the City Clerk's office, in which case said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where the fictitious name is used, it must be so indicated in the signature.

18. SUBSTITUTED SECURITY. In accordance with Section 22300 of the Public Contracts Code, CONTRACTOR may substitute securities for any monies withheld by CITY to ensure performance under the Contract. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with CITY or with a State or Federally chartered bank or an escrow agent who shall pay such monies to CONTRACTOR upon notification by CITY of CONTRACTOR's satisfactory completion of the Contract. The type of securities deposited and the method of release shall be approved by the City Attorney's office.

19. RESOLUTION OF CLAIMS. Any dispute or claim arising out of this Contract shall be handled pursuant to Section 9204 of the California Public Contracts Code.
20. NOTICE TO CITY OF LABOR DISPUTES. Whenever CONTRACTOR has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Contract, CONTRACTOR shall immediately give notice thereof, including all relevant information with respect thereto, to CITY.
21. BOOKS AND RECORDS. CONTRACTOR's books, records, and plans or such part thereof as may be engaged in the performance of this Contract, shall at all reasonable times be subject to inspection and audit by any authorized representative of CITY.
22. UTILITY LOCATION. CITY acknowledges its responsibilities with respect to locating utility facilities pursuant to California Government Code Section 4215.
23. REGIONAL NOTIFICATION CENTERS. CONTRACTOR agrees to contact the appropriate regional notification center in accordance with Government Code Section 4216.2.
24. TRENCH PROTECTION AND EXCAVATION. CONTRACTOR shall submit its detailed plan for worker protection during the excavation of trenches required by the scope of the work in accordance with Labor Code Section 6705.
 - A. CONTRACTOR shall, without disturbing the condition, notify CITY, in writing, as soon as CONTRACTOR, or any of CONTRACTOR's subcontractors, 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 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 for those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
 - B. Pending a determination by 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 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 CONTRACTOR's cost of, or time required for, performance of any part of the work, then CITY shall issue a change order.

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS

- 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 CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the contract. CONTRACTOR shall retain any and all rights that pertain to the resolution of disputes and protests between the parties.
25. INSPECTION. The work shall be subject to inspection and testing by CITY and its authorized representatives during manufacture and construction and all other times and places, including, without limitation, the plans of CONTRACTOR and any of its suppliers. CONTRACTOR shall provide all reasonable facilities and assistance for the safety and convenience of inspectors. All inspections and tests shall be performed in such manner as to not unduly delay the work. The work shall be subject to final inspection and acceptance notwithstanding any payments or other prior inspections. Such final inspection shall be made within a reasonable time after completion of the work.
26. DISCRIMINATION. CONTRACTOR represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.
27. GOVERNING LAW. This Contract and any dispute arising hereunder shall be governed by the law of the State of California.
28. WRITTEN NOTICE. Any written notice required to be given in any part of the Contract Documents shall be performed by depositing the same in the U.S. Mail, postage prepaid, directed to the address of CONTRACTOR as set forth in the Contract Documents, and to CITY addressed as follows:

*Robert Moehling, P.E.
Director of Public Works / City Engineer
City of Murrieta
1 Town Square
24601 Jefferson Avenue
Murrieta, CA 92562*

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the date first above written.

DATED: _____

CONTRACTOR:

By: _____

Print or type NAME

Print or type TITLE

Phone Number

By: _____

Print or type NAME

Print or type TITLE

Phone Number

DATED: _____

CITY OF MURRIETA

By: _____

Justin Clifton, City Manager

APPROVED AS TO FORM:

Tiffany Israel, City Attorney

ATTEST:

Cristal McDonald, City Clerk

BOND NO. _____

LABOR AND MATERIALS BOND

CITY OF MURRIETA CITY HALL SILICONE ROOF REPLACEMENT PROJECT

CITY PROJECT NO. 10027

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, WHEREAS, the City of Murrieta has awarded to

CONTRACTOR

CONTRACTOR'S ADDRESS,

hereinafter called "Contractor," a contract for the work described as follows:

hereinafter called "Contract," and

WHEREAS, said Contractor is required by the provisions of Sections 3247-3252 of the Civil Code to furnish a bond in connection with said Contract, as hereinafter set forth.

NOW, THEREFORE, WE, the undersigned Contractor, as Principal, and

FILL IN NAME AND ADDRESS OF SURETY

duly authorized to transact business under the laws of the State of California, as Surety, hereinafter called "Surety," are held and firmly bound unto the City of Murrieta, California, and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the aforesaid Contract and referred to in Title 15 of the Civil Code, in the penal sum of _____ **dollars** and _____ **cents** (\$_____), lawful money of the United States, said sum being not less than one hundred percent (100%) of the estimated amount payable by the said City of Murrieta under the terms of the Contract, for the payment of which, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, if said Contractor, his or its heirs, executors, administrators, successors, and assigns, or subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies, or teams, implements, or machinery used in, upon, for, or about the performance of the work under the Contract to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Code with respect to such work or labor, as required by the provisions of Chapter 7 of Title 5 of Part 4 of Division 3 of the Civil Code, and provided that the claimant shall have complied with the provisions of said Civil Code, Surety shall pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, Surety will pay costs and reasonable expenses and fees, including reasonable attorney's fees to be fixed by the Court.

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond, and shall also cover payment for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or his or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in any way affect its obligations on this bond. Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 20__.

(Seal)

SURETY

CONTRACTOR

By: _____

By: _____

(Name)

(Name)

(Title)

(Title)

By: _____

APPROVED AS TO FORM:

(Name)

Tiffany Israel, City Attorney

(Title)

BOND NO. _____

PERFORMANCE BOND

CITY OF MURRIETA CITY HALL SILICONE ROOF REPLACEMENT PROJECT

CITY PROJECT NO. 10027

THAT, WHEREAS, the City of Murrieta, State of California, entered into a contract dated _____, 20____, hereinafter called "Contract," with

CONTRACTOR

CONTRACTOR'S ADDRESS

hereinafter called "Principal," for the work described as follows:

CITY OF MURRIETA CITY HALL SILICONE ROOF REPLACEMENT PROJECT

CITY PROJECT NO. 10027

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

NOW, THEREFORE, WE, the Principal, and

FILL IN NAME AND ADDRESS OF SURETY

duly authorized to transact business under the laws of the State of California, as Surety, hereinafter called "Surety," are held and firmly bound unto the City of Murrieta in the penal sum of _____ **dollars and _____ cents** (\$_____), lawful money of the United States, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, if Principal, his or its heirs, executors, administrators, successors or assigns shall in all things stand to, abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Contract, and in any alteration thereof made as therein provided, on his or its part to be kept and performed, at the time and in the manner therein specified, in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Murrieta, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees incurred by the

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS

City of Murrieta in successfully enforcing this obligation, all to be taxed as costs and included in any judgment rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on _____, 20__.

(Seal)

SURETY

PRINCIPAL

By: _____

By: _____

(Name)

(Name)

(Title)

(Title)

By: _____

APPROVED AS TO FORM:

(Name)

Tiffany Israel, City Attorney

(Title)

MAINTENANCE BOND

CITY OF MURRIETA CITY HALL SILICONE ROOF REPLACEMENT PROJECT

CITY PROJECT NO. 10027

KNOW ALL PERSONS BY THESE PRESENTS THAT:

a _____, hereinafter called "Principal," and
(fill in whether a Corporation, Partnership, or Individual)

FILL IN NAME AND ADDRESS OF SURETY

hereinafter called "Surety," are held and firmly bound unto the City of Murrieta, a municipal corporation, hereinafter called "City," in the penal sum of _____
_____ **dollars and** _____ **cents**
(\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas Principal entered into a certain Contract with City, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

CITY OF MURRIETA CITY HALL SILICONE ROOF REPLACEMENT PROJECT

CITY PROJECT NO. 10027

WHEREAS, said Contract provides that Principal will furnish a bond conditioned to guarantee for the period of one (1) year after approval of the final payment on said job, by the City, against all defects in workmanship and materials that may become apparent during said period; and

WHEREAS, the said Contract has been completed, and was approved on _____, 20__.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if within one (1) year from the date of approval of the said Contract, the work done under the terms of said Contract shall disclose poor workmanship in the execution of said work, and the carrying out of the terms of said Contract, or it shall appear that defective materials were furnished thereunder, then this obligation shall remain in full force and virtue, otherwise this instrument shall be void.

Signed and sealed this _____ day of _____, 20__.

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS

(Seal)

SURETY

PRINCIPAL

By: _____

By: _____

(Name)

(Name)

(Title)

(Title)

By: _____

APPROVED AS TO FORM:

(Name)

Tiffany Israel, City Attorney

(Title)

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS

CONTRACTOR'S AFFIDAVIT AND FINAL RELEASE

This is to certify that

FILL IN CONTRACTOR'S NAME

(hereinafter the "undersigned") declares to the City of Murrieta, hereinafter referred to as "City," under oath, that it has paid in full for all materials, supplies, labor, services, tools, equipment, and all other bills contracted for by the undersigned or by any of the undersigned's agents, employees, or subcontractors used or in contribution to the execution of its contract with City with regard to the building, erection, construction, or repair of that certain work of improvement known as **CITY PROJECT NO. 10027**, situated in the City of Murrieta, State of California, more particularly described as follows:

CITY OF MURRIETA CITY HALL SILICONE ROOF REPLACEMENT PROJECT

The undersigned declares that it knows of no unpaid debts or claims arising out of said Contract that would constitute grounds for any third party to claim a stop notice of any unpaid sums owing to the undersigned.

Further, for valuable consideration, the receipt of which is hereby acknowledged, the undersigned does hereby fully release and acquit City and all agents and employees of City, and each of them, from any and all claims, debts, demands, or causes of action that exist or might exist in favor of the undersigned by reason of the Contract executed between the undersigned and City or that relate in any way to the work performed by the undersigned with regard to the above-referenced construction project.

Further, the undersigned expressly acknowledges its awareness of, and waives the benefits of, Section 1542 of the Civil Code of the State of California which provides: "A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially effected his settlement with the debtor."

This release is intended to be a full and general release of any and all claims that the undersigned now has or may, in the future, have against City and/or its agents and employees with regard to any matter arising from the construction of the above-referenced project or the Contract between City and the undersigned with respect thereto, whether such claims are now known or unknown or are suspected or unsuspected.

CONTRACTOR

Dated: _____

By: _____
Signature

Print Name and Title

PROPOSAL

FLUID APPLIED SILICONE ROOFING SYSTEM FOR MURRIETA CITY HALL ROOF PROJECT

CITY PROJECT NO. 10027

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS

DATE: _____

TO THE CITY CLERK OF MURRIETA, CALIFORNIA:

BIDDER (Firm Name) _____

The undersigned hereby proposes and agrees to furnish any and all materials, labor, and services for the following:

FLUID APPLIED SILICONE ROOFING SYSTEM FOR MURRIETA CITY HALL ROOF PROJECT

CITY PROJECT NO. 10027

All in accordance with the City's Notice Inviting Bids, 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. The attached Bid Schedule is hereby made a part of this proposal.

The undersigned bidder declares that this proposal is based upon careful examination of the worksite, Plans, Specifications, Instructions to Bidders, and all other Contract Documents. If this proposal is accepted for award, bidder agrees to enter into a contract with City at the unit prices or lump-sum prices set forth in the following Bid Schedule. Bidder understands that failure to enter into a contract and furnish bonds in the manner and time prescribed will result in forfeiture to City of the guarantee accompanying this proposal.

The undersigned bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder understands that the City Council reserves the right to accept or reject any or all proposals, or to waive any irregularities in any proposal in the interests of City.

The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of work, but the accuracy of these figures is not guaranteed, and bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by bidder, the unit price will be considered to be the bid.

BID SHEET

FLUID APPLIED SILICONE ROOFING SYSTEM FOR MURRIETA CITY HALL ROOF PROJECT

CITY PROJECT NO. 10027

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM PRICE
1	Preparation, mobilization, cleaning, and preparation/repair of roof , for installation of white -roof silicone roof coating	1	LS		
2	Protect the building, site, and adjacent landscape from damage during the project, including but not limited to masking all surfaces not to be coated.	1	LS		
3	Identify any damaged areas, separated seams, or potential leak areas and make repairs as necessary prior to proceeding with cleaning.	1	LS		
4	Temporarily adjust or remove all rubber support boots or other unattached support structures to gain complete access to entire substrate.	1	LS		
5	Prepare and seal watertight all seams, flashings, penetration areas, curbs, projections, corners, cant strips, gutters, parapet walls, caps, pitch pans, and all other areas where water could enter through the roof using Seam Sealant mastic/polyester fabric as needed.	1	LS		
6	Apply Primer/Filler coat to all roof areas, curbs, and a minimum of 12" up roof walls at a rate of 1 Gal/100 sq. ft.	1	LS		
7	Apply Silicone Roof Coating first coat at a minimum of 24 wet mils to entire roof at a rate of 1.5 Gal/100 sq. ft. a. Allow roof and other prepared surfaces to dry completely before proceeding with field priming and/or coating application.	1	LS		
8	Apply Silicone Roof Coating finish coat at a minimum of 40 wet mils to entire roof at a rate of 2.5 Gal/100 sq. ft.	1	LS		
9	Add anti-slip granules to all potential walkway areas to reduce slipping hazard.	1	LS		
10	Remove and properly dispose of all unnecessary debris.	1	LS		
11	Clean up the work area.	1	LS		

TOTAL BASE BID: \$ _____

TOTAL AMOUNT OF BASE BID (WORDS): _____

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS

Additive:					
	[Not Applicable]				
	Incremental Additional cost of 20 Year Warranty compared to 15 Year warranty	1	LS		
	Annual Roof Maintenance Plan	1	LS		

The unit price or lump sum prices to be paid for the items listed in the Proposal Bid Sheet shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials complete and in place, in accordance with the details as shown on the plans and as specified herein. Any items shown on the plans, but not included in the bid items, shall be considered as appurtenant items. All costs shall be included within the appropriate item of the Contractor's bid.

Remove and properly dispose of all unnecessary debris.

BID SCHEDULE

FLUID APPLIED SILICONE ROOFING SYSTEM FOR MURRIETA CITY HALL ROOF PROJECT

CITY PROJECT NO. 10027

Addendum(a) No(s). _____ has/have been received and is/are included in this proposal.

REJECTION OF BIDS

The undersigned agrees that City reserves the right to reject any or all bids and reserves the right to waive informalities in a bid or bids not affected by law, if to do so seems to best serve the public interest.

TIME

The Contract shall be signed by the bidder and returned with the proposal. Signatures shall comply with Section 17 of the Contract. The successful bidder shall submit the Contract bonds and insurance certificate, **within ten (10) calendar days** after the bidder has received a Notice of Award.

BID DEPOSIT

There is enclosed herewith, a certified check or surety bond in the sum of ten percent (10%) of the base _____ **dollars** and _____ **cents** (\$ _____) made payable to City and the undersigned agrees that in case of his failure to execute the necessary Contract and furnish the required bonds, the certified check or surety bond, the money payable thereon, shall be and remain the property of City.

The undersigned hereby certifies that he will have an appropriate license, issued by the State of California to provide this work; that such license will be in full force and effect throughout the duration of construction; and that any and all subcontractors to be employed on this project will be similarly licensed.

Dated: _____

CONTRACTOR

California Contractor's License No.

Signature

Print or Type Name and Title

Telephone Number

SUBCONTRACTORS LIST

FLUID APPLIED SILICONE ROOFING SYSTEM FOR MURRIETA CITY HALL ROOF PROJECT

CITY PROJECT NO. 10027

As required by California State Law, the General Contractor bidding will hereinafter state the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work in an amount in excess of one-half of one percent (0.5%) of the General Contractor's total bid and will state the firm name and principal location of the mill, shop, or office of each. If a General Contractor fails to specify a subcontractor, or if he specifies more than one (1) subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent (0.5%), he agrees that he is fully qualified to perform that portion himself and that he shall perform that portion himself.

(Identify by *Asterisk Certified DBE Contractors)

Bid Item Number	Name of Subcontractor - Trade	Address/ Telephone

NOTE: If alternate bids are called for, and the General Contractor intends to use different or additional subcontractors on the alternates, he must provide a separate list of subcontractors for each alternate.

Signature of Bidder _____

NON-COLLUSION AFFIDAVIT

FLUID APPLIED SILICONE ROOFING SYSTEM FOR MURRIETA CITY HALL ROOF PROJECT

CITY PROJECT NO. 10027

State of California)
)
County of _____) ss

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone, to fix the bid price of the bidder or any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged the information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or any member or agent thereof to effectuate a collusive or sham bid.

Subscribed and sworn to before me this _____ day of _____, 20__.

By: _____

Notary Public _____ Title _____

_____ Date: _____

GENERAL SPECIFICATIONS

FLUID APPLIED SILICONE ROOFING SYSTEM FOR MURRIETA CITY HALL ROOF PROJECT

CITY PROJECT NO. 10027

SCOPE OF WORK

The Project includes, but is not limited to, performing the following work: Provide labor, equipment and materials necessary to repair, prepare, and apply a 40 mm silicone roof coating system with a 15-year warranty on installation work. The Contractor shall take care to ensure safe, uninterrupted pedestrian and vehicle access to the subject property for the duration of the work.

The roof at the Murrieta CITY HALL total approximately 20,000 square feet in size.

Site Specific Roofing Work

The existing roofing membrane will be made sound prior to the application of the installation of the Silicone Roofing System.

Inspect wood decking for damage.

Primer: Sikalastic-501, 502 or 503 Primer (depending on existing substrate), or equivalent.

B. Detailing / Seam Sealant: Sikalastic 500 Flash trowel grade, enhanced high solids silicone detailing compound, or equivalent.

C. Silicone Roof Coating: Sikalastic-500 single component, ultra high solids, Low VOC, UV-Stable Liquid Applied Silicone Roof Coating, or equivalent.

D. Primer coat, first coat and second coat shall be different colors, and approved by the City, to make identification of coverage in coats easier.

- a. Primer coat: white
- b. Silicone first coat: light grey
- c. Silicone finish coat: white

Pitch Pans: Pitch pans to be sealed using acrylic mastic in a three course method

Skylight & Curbed HVAC/AC Units: Perimeter, corners and seams to be flashed with a 8” coat of acrylic mastic in a three course method . All exposed skylight fasteners will be encapsulated with acrylic mastic.

Roof Drains (if applicable): Remove clamping ring and clean all existing build-up from around drains and sumps. Apply acrylic mastic in a *three course* method across entire drain/sump area. We will also extend the application into the drain bowl from center of drain onto the deck, 6” beyond drain sump. After curing time has been met, replace clamping ring.

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS

Curb Flashings: All curb flashings will be flashed with a minimum 8” width of acrylic mastic in a three course method

Penetrations: Acrylic mastic in a three-course method applied around the base of the penetrations, extending at least 4” onto vertical and 8” onto base. We will embed a 6” width of polyester fabric using additional as necessary to accommodate the shape of the penetration.

Seams: All seams and areas around roof protrusions (vents scuttle hatches, etc) will be treated with acrylic mastic in a three-course method to achieve watertight seals.

The new roofing membrane shall extend up the parapet walls and terminate under the existing cap flashing.

All materials and equipment shall be delivered by the Contractor to the site, or to the City yard, if removal and salvage is specified on plans.

Install walk pads to allow access to HVAC units.

Provide appropriate liquid roofing application process to roof areas that have rock, including patio roofs, Lobby area five (5) awnings around the City Hall facility.

Contractor to clean up and haul away all debris resulting from work done, at the end of each day.

APPROVED EQUIVALENT

References to manufacturer’s product names or trade names is intended to be descriptive, but not restrictive, and is used to only to indicate products or materials that will be satisfactory. Although materials and products are specified, bids using APPROVED EQUIVALENT materials will be considered, provided eachbidder clearly states on the face of their bid exactly what is proposed to be furnished.

Unless otherwise stated in the bid, the City of Murrieta shall understand that the Bidder intends to furnish the items specified and does not propose to furnish an “equal.” The City of Murrieta hereby reserves the right to approve as an equal, or to reject as not being an equal, any product or roofing system the Bidder proposes to furnish which contains minor or major variations from the specification requirements, but which may comply substantially therewith.

For bidding purposes, any new roofing membrane shall be fully adhered to the existing roofing system. Mechanical fastening of the new roofing membrane to the existing roofing system will not be considered as an “equal.”

Warranties

Contractor shall provide a 15-year, unconditional, non-prorated warranty for labor, workmanship and materials that the roof system will be free of leaks.

Contractor will provide a cost for alternative 20-year, unconditional, non-prorated warranty for labor, workmanship and materials that the roof system will be free of leaks.

PREVENTATIVE MAINTENANCE CONTRACT

Contractor shall supply the City a separate 2-Year preventative maintenance and workmanship warranty contract effective the date of Project completion. Preventative maintenance is to be serviced annually, with certified technicians supplied by the installing contractor. Contractor shall provide, as a separate document, the City with the scope of work that will be performed during the preventative maintenance period.

LOCATION OF WORK

CITY OF MURRIETA CITY HALL, 1 TOWN SQUARE, MURRIETA, CA 92562

TIME OF COMPLETION

Contractor shall complete all work in every detail within the time limits specified in the Instructions to Bidders, Section 18, herein.

UTILITY REQUIREMENTS

Contractor is advised of the existence of the utility notification service provided by Underground Service Alert (USA). USA member utilities will provide Contractor with the precise locations of their substructures in the construction area when Contractor gives at least two (2) working days' notice to USA by calling 1-800-422-4133.

Contractor shall notify the agencies listed in Appendix A at least two (2) working days in advance of excavating around any of their structures. The utility companies listed can be contacted as applicable.

The California Public Utilities Commission mandates that, in the interest of public safety, mainline gas valves be maintained in a manner to be readily accessible and in good operating condition. Contractor shall notify the Southern California Gas Company's Headquarters Planning Office at (951) 634-3258 at least two (2) working days prior to the start of construction.

FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface, or other waters will be encountered at various times during the work herein contemplated. Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid; accordingly, and Contractor submitting a bid assumes all said risk.

Contractor shall conduct his operations in such a manner that storm or other existing waters may proceed uninterrupted along their existing street or drainage courses. Diversions of water for short reaches to protect construction in progress will be permitted if public and/or private properties, in the opinion of the Engineer, are not subject to probability of damage.

Contractor shall obtain written permission from the applicable public agency or property owner before any diversion of water outside of public right-of-way will be permitted.

REMOVAL OF WATER

Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. No concrete footing or floor shall be laid in water, nor shall water be allowed to rise over them until the concrete or mortar has set. De-watering for the structures and pipelines shall commence when ground water is first encountered and shall be continuous until such time as water can be allowed to rise in accordance with the above paragraph.

De-watering shall be accomplished by well points or some other method that will ensure a dry hole and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of Engineer.

Disposal of water from de-watering operations shall be the sole responsibility of Contractor. Disposal methods shall conform to the Porter-Cologne Water Quality Control Act of 1974, the Federal Water Pollution Control Act Amendments of 1972, and the California Administrative Code, Title 23, Chapter 3.

Full compensation of de-watering shall be considered as included in the Contract prices paid for the related items of work, and no additional compensation will be allowed therefor.

STANDARD SPECIFICATIONS

The Standard Specifications of City are contained in the latest edition of the **Standard Specifications for Public Works Construction**, including all supplements as written and promulgated by Public Works Standards, Inc. Copies of those Standard Specifications are available from the publisher:

Building News, Inc. (BNi)
990 Park Center Drive, Suite E Vista, CA 92081
(760) 734-1113
www.bnibooks.com

The Standard Specifications set forth above will control the general provisions for this Contract except as amended by the Plans, Special Provisions, or other Contract Documents, and the deletion of Section 307.

In case of conflict between the Standard Specifications or State Standard Specifications and the Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

Where the Plans or Specifications describe portions of the work in general terms, but not in completed detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to be used. Unless otherwise specified, Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Contract.

WAGE RATES AND LABOR CODE REQUIREMENTS

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS

Wage Rates

Contractor and all subcontractors shall be required to adhere to the general prevailing rate of per diem wages as determined and published by the State Director of the Department of Industrial Relations, pursuant to Section 1770, 1773, and 1773.2 of the California Labor Code. Copies of these rates and the latest revisions thereto are on file in the Office of the City Clerk and are available for review upon request.

Apprentices

Section 1777.5 requires Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project that administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract.

Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules, and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

Clayton Act and Cartwright Act

Section 4551 of the State Government Code specifies that in executing a public works contract with City to supply goods, services, or materials, Contractor or subcontractors offer and agree to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700) of Part 2 of Division 7 of the Business and Professional Code arising from purchase of goods, services, or materials pursuant to the Contract or subcontract. This assignment shall become effective when City tenders final payment to Contractor without further acknowledgment by the parties.

SUBSTITUTION OF SECURITIES

In conformance with the State of California Public Contract Code, Section 22300, Contractor may substitute securities for any monies withheld by City to ensure performance under the Contract.

At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with City or with a State or Federally chartered bank as the escrow agent who shall pay such monies to Contractor upon notification by City of Contractor's satisfactory completion of the Contract.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

SPECIAL PROVISIONS

CITY OF MURRIETA CITY HALL ROOF REPLACEMENT PROJECT

CITY PROJECT NO. 10027

THE FOLLOWING SPECIAL PROVISIONS ARE TO BE USED IN CONJUNCTION WITH THE “STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK)” UNLESS OTHERWISE NOTED.

SECTION 1 — TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS1-2

DEFINITIONS

[Add or replace with the following]:

- | | |
|------------------|---|
| Agency | - City of Murrieta (City) |
| Board | - City Council of the City |
| Caltrans | - California Department of Transportation |
| City | - City of Murrieta |
| County | - County of Riverside |
| Director | - Director of the Public Works Department, City of Murrieta, acting either directly or through his properly authorized agents, each agent acting only within the scope of authority designated to him. |
| Engineer | - Director of the Public Works Department/City Engineer, City of Murrieta, acting either directly or through his properly authorized agents, each agent acting only within the scope of authority designated to him. |
| Final Acceptance | - That stage of construction and plant establishment that allows City to accept the project as completed (no punch list items remaining unresolved).

When Contractor believes the project is ready for final acceptance, he shall call for a final acceptance inspection. Director will inspect the project to verify its completion. Should there be elements that are not completed, Director will record same (final acceptance punch list) and bring them to the attention of Contractor. All punch list items must be resolved prior to final acceptance.

When, in Director's judgment, the work has been completed in accordance with the Plans and Specifications and is ready for final acceptance, he will so certify to the Board, which may accept the completed work. Upon acceptance of the work by the Board, the City Clerk will file the Notice of Completion with the County Recorder. |
| Federal | - United States of America |

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS

- Standard Specifications - Standard Specifications for Public Works Construction, latest edition
- State Standard Specifications - State of California, Department of Transportation, Standard Specifications, dated May 2006
- R.C.W.D. - Rancho California Water District
- R.C.F.C.D. & W.C.D. - Riverside County Flood Control and Water Conservation District
- Substantial Completion - That stage of construction that allows Director to occupy or use the project for its intended purpose. When a project includes a plant establishment period, the date of the start of the plant establishment period may, at the discretion of Director, be used as the basis for determining the substantial completion date, provided that all elements of the project, other than the landscape, are substantially completed as defined above.

The substantial completion date will be determined by Director in cooperation with Contractor and establish the termination of the time period for construction, and this date is used as a basis for determining whether liquidated damages are assessable. In no case shall the plant establishment period end prior to the final acceptance of the project.

When Contractor believes that construction of the project is substantially complete, he shall call for an inspection. Director will inspect the total project to verify its completion by Contractor. Should there be elements of the project that are not yet completed, Director will record same (substantial completion punch list) and bring them to the attention of Contractor. All such items must be completed prior to acceptance of the project substantially complete.

In the event re-inspection of any project element results in additional cost to City for consultant or staff time, Director retains the right to withhold sufficient funds from payments due Contractor to cover the cost to City of such re-inspection.
- Traveled Way - That portion of the roadway reserved for the movement of vehicles for the general public, exclusive of shoulders and auxiliary lanes. When traffic has been diverted or restricted to certain lanes, with the approval of Engineer, these diversions or restricted lanes become the traveled way.
- W.M.W.D. - Western Municipal Water District

1-4 UNITS OF MEASURE

1-4.1 GENERAL

[Replace with the following]:

U.S. Standard Measure is the principal measurement system in these contract documents and shall be used for construction.

SECTION 2 — SCOPE AND CONTROL OF WORK 2-1

AWARD AND EXECUTION OF CONTRACT

[Add the following]

Within ten (10) working days after the date of the Notice to Award, Contractor shall execute and return the following Contract Documents to City:

- Labor and Materials Bond
- Performance Bond
- Insurance Forms in Appendix B
- Vendors' Statements

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee.

The Contract shall not be considered binding upon City until executed by the authorized City officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by City, to furnish evidence of its corporate existence, of its right to enter into contracts in California, and that the officers signing the Contract and Bonds for the corporation have the authority to do so.

2-5 PLANS AND SPECIFICATIONS

2-5.1 GENERAL

[Replace the first paragraph with the following]:

Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, Contractor shall return the control set to Engineer. Final payment will not be made until this requirement is met.

Adjustments to the layout of this Plan may be necessary due to the unknown existing conditions. It is Contractor's responsibility to retain the design intent. If a layout discrepancy should occur, Contractor is to contact City's representative.

2-5.3 SUBMITTALS

[Add the following]:

Contractor shall submit the following submittals in addition to those identified in the SpecialProvisions:

No.	Submittal	Section Reference
1	Quality control procedures	
2	Material Certifications	
3	Product data sheets	
4	Upon completion of the installed work, submit copies of the manufacturer's final inspection to the specifier prior to the issuance of the manufacturer's warranty.	

2-6 WORK TO BE DONE

2-6.1 CITY-FURNISHED MATERIALS

Materials will not be furnished by the City on this project.

Note: All materials and equipment shall be furnished by the Contractor.

SECTION 3— CHANGES IN WORK3-3

EXTRA WORK

3-3.2.3 MARKUP

[Add the following as the first paragraph]:

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers, and other personnel not working directly on the change order and pickups or yard trucks used by the above personnel. These costs shall not be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

3-3.2.3 (a) Work by Contractor

[Add the following]:

The Contractor’s markup to the Contractor’s costs as determined under 3-3.2.2 shall not exceed 13% and shall constitute the markup for all overhead and profit on work by the Contractor.

3-3.2.3 (b) Work by Subcontractor

[Add the following]:

The Contractor’s markup to the Subcontractor’s costs and markup shall not exceed 5% and shall constitute the markup for all overhead and profit for the Contractor on work by the Subcontractor.

SECTION 5 – UTILITIES

[Add the following section]:

5.6.1 FACILITY COORDINATION

Full compensation for coordinating efforts with the CITY OF MURRIETA Representative and their contractors, labor, equipment and materials, down time, and any other activity that may pertain to coordinating utility and equipment relocations shall be included in the contract lump sum price bid for Communication Equipment Coordination and no additional compensation will be allowed therefore. Extra time may be allowed to the contractor in the event of the CITY OF MURRIETA delaying relocation.

SECTION 6 — PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK 6-1

CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

[Replace with the following]:

Contractor's proposed Construction Schedule shall be submitted to Engineer within ten (10) working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed, Engineer will schedule a pre-construction meeting with Contractor to review the proposed Construction Schedule and delivery dates, arrange for relocation of existing communication equipment, discuss construction methods, and clarify inspection procedures.

Contractor shall submit periodic Progress Reports to Engineer by the tenth (10th) day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-7 TIME OF COMPLETION

6-7.1 GENERAL

[Add the following]:

The time for completion shall be as set forth in the Instructions to Bidders herein, if not identified in the contract.

6-7.2 WORKING DAY

[Replace with the following]:

Contractor's activities shall be confined to the hours between 7:00 a.m. and 4:30 p.m., Monday through Friday, excluding City designated holidays. Deviation from these hours will not be permitted without the prior consent of Engineer, except in emergencies involving immediate hazard to persons or property.

In the event of either a requested or emergency deviation, inspection service fees will be charged against Contractor. The service fees will be calculated at overtime rates, including benefits, overhead, and travel time. The service fees will be deducted from any amounts due Contractor.

6-9 LIQUIDATED DAMAGES

[Replace the last sentence of the first paragraph with the following]: Liquidated

damages shall be as set forth in the Contract.

[Delete the second paragraph in its entirety.]

SECTION 7—RESPONSIBILITIES OF CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES

[Add the following]:

A noise level limit of 86-dba at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job, whether owned by Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

7-2 LABOR

7-2.2 LAWS

[Add the following]:

Contractor, and all subcontractors, suppliers, and vendors shall comply with applicable City, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

7-5 PERMITS

[Add the following]:

Prior to the start of any work, Contractor shall take out the applicable City permits and make arrangements for City inspections. Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility.

7-8.6 WATER POLLUTION CONTROL

[Add the following]:

This project is subject to the requirements of the National Pollutant Discharge Elimination System (NPDES) and the associated Construction General Permit (CGP) No. 2009-0009-DWQ and subsequent amendment No. 2010-0014-DWQ issued by the California State Water Resources Control Board (SWRCB). This permit regulates storm water discharges associated with construction activities. Copies of the permit can be obtained from the SWRCB website at www.waterboards.ca.gov. The Contractor shall fully inform itself of the conditions of the CGP which govern its operations and shall conduct its construction operations accordingly. Specifically, the Contractor shall comply with the CGP's discharge prohibitions and receiving water limitations.

The Contractor shall allow authorized agents of the City, SWRCB, Regional Water Quality Control Board (RWQCB), United States Environmental Protection Agency (EPA), local storm water management agency, and other applicable state or federal agencies upon the presentation of credentials and other documents as may be required by law, to:

1. Enter, at reasonable times, upon the construction site and the Contractor's facilities pertinent to the work.
2. Have access to and copy, at reasonable times, any records that must be kept as specified in the CGP, SWPPP, and these Special Provisions.
3. Inspect, at reasonable times, the construction site and related erosion and sediment control measures.
4. Sample or monitor, at reasonable times, for the purpose of ensuring compliance with the CGP, SWPPP, and these Special Provisions.

Conformance with the requirements of this section shall in no way relieve the Contractor from its responsibilities, as provided in Section 7-1.11, "Preservation of Property," and Section 7-1.12, "Responsibility for Damage," of the State Standard Specifications.

The Contractor shall be liable for any violations of the CGP issued to the City as a direct result of the Contractor's failure to comply with the CGP, SWPPP, and these Special Provisions.

7-8.6.4 DEWATERING

[Add the following]:

Permits necessary for treatment and disposal of accumulated water shall be obtained by the Contractor.

7-8.6.5 PAYMENT

[Add the following]:

Full compensation for conforming to the requirements in Section 7-8.6 "Water Pollution Control" and these special provisions shall be considered as included in the contract prices paid for "Erosion Control" and no additional compensation will be made therefor.

Payment for dewatering shall be considered as included in the Contract Unit Price for each item in the bid necessitating dewatering.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

[Add the following after the second paragraph]:

Protect existing building, paving, and other services or facilities on-site and adjacent to the site from damage caused by site work operations. Cost of repair and restoration of damaged items shall be at Contractor's expense.

The quality of construction is the responsibility of Contractor.

7-10 PUBLIC CONVENIENCE AND SAFETY

[Add the following]:

Contractor shall maintain safe access around the work area to the subject public facilities for all persons otherwise utilizing the public areas around and below the facility subject to improvement.

7-10.1 TRAFFIC AND ACCESS

[Add the following paragraphs]:

The Contractor shall provide for the safety of traffic and the public in accordance with the provisions in Section 7-1.09, "Public Safety," of the State Standard Specifications and these special provisions.

Attention is directed to Section 12, "Construction Area Traffic Control Devices," of the State Standard Specifications and to these Special Provisions.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

When entering or leaving roadways carrying public traffic, Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

Maintaining traffic shall conform to the provisions in 7-1.02, "Load Limitations"; 7-1.06, "Safety and Health Provisions"; 7-1.08, "Public Convenience"; 7-1.09, "Public Safety"; and Section 12-3.04, "Portable Delineators," of the State Standard Specifications, and these Special Provisions.

All existing traffic control signs and street name signs shall be maintained in visible locations as directed by City Engineer.

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS

The contractor shall conduct his operation in such a manner that traffic will be able to pass through the work and access existing businesses with as little delay as possible.

All warning lights, signs, flares, barricades, and other facilities for the sole convenience and direction of public traffic shall be furnished and maintained by Contractor.

All signs shall conform to and be placed in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD) and associated California Supplements as issued by CalTrans. Traffic control devices shall be new or like-new condition. Traffic control devices that are bent, faded, illegible or otherwise damaged as determined by the City Engineer shall be promptly replaced. All construction signs shall be either covered or removed when not required by the nature of the work, or if no present hazard to the motorists exists.

No payment for extra work will be allowed for work performed as specified in Section 12-2.02, "Flagging Costs," of the State Standard Specifications.

The Contractor shall provide and maintain a minimum of one 11-foot wide paved traffic lane for use by public traffic in each direction of travel at all times throughout the project. The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, and City designated legal holidays, and Monday through Friday when construction operations are not in progress.

Personal vehicles of Contractor's employees may not be parked on the shoulders of any section closed to public traffic. Whenever vehicles or equipment are parked on the shoulder within six (6) feet of a traffic lane, the shoulder area shall be closed. Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

The Contractor shall notify local authorities of the Contractor's intent to begin work or rerouting of traffic at least ten (10) days before work is begun.

The Contractor shall provide a Traffic Control Plan prepared, signed, and stamped by a Civil Engineer to accommodate each phase of traffic control. The Civil Engineer preparing the Traffic Control Plans shall be a Professional Engineer registered with the State of California. The Contractor shall submit Traffic Control Plans for review and approval by City Engineer within ten (10) working days of the Contract award by City and allow five (5) working days for City review.

Contractor shall adhere to the requirements set forth in the Work Area Traffic Control Handbook (WATCH), 2006 edition except as otherwise provided for in these specifications.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

Minor deviations from the requirements of this section which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS

Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved them in writing. All other modifications will be made by contract change order.

Payment for conforming to these provisions shall be considered as included in the contract lumpsum price paid for “**Pedestrian Access and Construction Staging**”. Payment shall include full compensation for all labor, materials, and equipment necessary to prepare plans, install, maintain, store, and relocate pavement, traffic control devices, and construction signing during the construction period. Payment will be made on a basis of the percentage of work completed on the entire project.

7-10.4.1 SAFETY ORDERS

[Add the following paragraph]:

Contractor shall comply with the provisions of any City ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection.

7-10.4.5 PUBLIC SAFETY DURING NON-WORKING HOURS

Notwithstanding Contractor's primary responsibility for safety on the job site, when Contractor is not present, Engineer may, at his option after attempting to contact Contractor, direct City forces to perform any functions he may deem necessary to ensure public safety at or in the vicinity of the jobsite. If such procedure is implemented, Contractor will bear all expenses incurred by City.

7-15 PAYROLL RECORDS

Payroll records, if required, shall be submitted to City by the tenth (10th) day of each month. Progress payments will be withheld pending receipt of any outstanding reports.

SECTION 8— FACILITIES FOR AGENCY PERSONNEL 8-1

GENERAL

8-1.1 FACILITIES FOR AGENCY PERSONNEL

Facilities for Agency personnel will not be required on this project.

TECHNICAL SPECIFICATIONS

CITY OF MURRIETA CITY HALL ROOF REPLACEMENT PROJECT

CITY PROJECT NO. 10027

THE FOLLOWING TECHNICAL SPECIFICATIONS ARE TO BE USED IN CONJUNCTION WITH THE “STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK)” UNLESS OTHERWISE NOTED.

1. GENERAL REQUIREMENTS

1.1 Specifications

All work and materials will conform to the special provisions, plans or specifications in the priority sequence so indicated:

- A. Special Provisions
- B. Standard Specifications
 - a. The City of Murrieta Municipal Code
 - b. The California Building Code, 2016 Edition
 - c. The Standard Specifications for Public Works Construction (Green Book) 2018 Edition
 - d. Project drawings

2. MOBILIZATION

Mobilization shall conform to Section 7-3.4, “Mobilization,” of the Standard Specifications.

Fifty percent (50%) of the lump sum price for mobilization shall be submitted for payment with the first progress payment invoice and fifty percent (50%) shall be submitted for payment with the final progress payment invoice. Mobilization shall include demobilization, final project clean-up and restoration of any laydown or staging sites to their original condition.

The contract lump sum price for Mobilization shall be considered the full compensation for furnishing all labor, materials, tools, and equipment, and for all work involved in mobilization and no additional compensation will be made therefor. Half of the price for this bid item shall be paid for with the first invoice and the other half shall be paid for with the last invoice.

3. PEDESTRIAN ACCESS AND CONSTRUCTION STAGING

Pedestrian access and construction staging shall conform to all provisions of the City of Murrieta Municipal Code, the Standard Specifications and the following Special Provisions:

Public Streets and Areas:

The Contractor shall maintain access to public streets, parking areas, and pedestrian walkways open to traffic and accessible during construction and shall avoid excessive dust, mud or unnecessary inconvenience to the public.

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS

The Contractor shall be responsible for the maintenance of necessary barricades, signs, etc., at all times, including Saturdays, Sundays, and other normal nonworking hours. The contractor shall submit a pedestrian, traffic and construction staging plan to the Engineer for approval prior to commencing construction.

Construction Staging:

Work shall be performed between the hours of 6:30 a.m. and 4:30 p.m., however the contractor shall take care to minimize disruption to the public during business hours. The contractor shall be responsible for staging and phasing construction so that the area under construction is clearly identified as restricted access. The contractor shall be responsible for maintaining a safe, clear fenced in buffer zone between the area of activity and the greater area. This buffer zone, area of closure, and all other staging/phasing shall be indicated on the pedestrian, traffic and construction staging plans prior to approval by the City.

Special Accommodations:

The contractor shall coordinate and stage the construction to minimize disruption to pedestrian movements and vehicular parking. The contractor shall maintain a clearly marked, ADA compliant, pedestrian path of travel to provide access to the facility throughout the construction period. ADA compliant path(s) of travel shall be indicated on the approved pedestrian, traffic and construction staging plans.

Full compensation for providing notifications, coordinating access and staging construction as required in the Standard Specifications and these Special Provisions shall be considered as included in the **contract lump-sum price paid for pedestrian access and construction staging** and no additional compensation will be made, therefore.

4. INSTALL FLUID APPLIED SILICONE ROOFING SYSTEM and WALKWAY

All construction shall comply and be done in accordance with the most current edition of the California Energy Code, California Building Code, California Fire Code, California Mechanical Code, California Electrical Code, and California Green Standards, in addition to all other applicable codes, standards and regulations current at the time of construction.

Installation of Fluid Applied Silicone System and walkway shall include, but not be limited to: Removal and disposal of all waste material including, but not limited to, liquid waste collected during wash activities and the installation of new Fluid Applied Silicone System and walkway in accordance with all applicable standards, codes and regulations current at the time of construction. The Contractor shall ensure that new roof membrane is installed under new flashing to ensure proper drainage and runoff as applicable and to the satisfaction of the Engineer.

Materials that can be re-used or recycled shall not be disposed of in the landfill system but shall be processed for such re-use or recycling. All such materials to be recycled will be weighed before disposal at recycling facilities.

The contract lump sum price for Install new Fluid Applied Silicone System and walkway shall be considered the full compensation for furnishing all labor, materials, tools, and equipment, and for all work involved in the installation of the new roof system and all work incidental to and required to deliver the project complete and in-place, and no additional compensation will be made therefor.

5. SALVAGE AND REPLACE PIPE SUPPORTS

The Contractor shall salvage all existing roof-top pipe supports and replace with new, in-kind pipe supports to the satisfaction of the Engineer. The Contractor shall coordinate with the City representative for delivery of salvaged pipe supports.

Full compensation for providing labor, materials and equipment to salvage existing and install new roof-top pipe supports as required in the Standard Specifications and these Special Provisions shall be considered as included in the **contract lump-sum price paid for Salvage and Replace Pipe Supports** and no additional compensation will be made therefore.

APPENDIX A

LIST OF UTILITY CONTACTS

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS

UTILITY CONTACT LIST

ELECTRIC/POWER & GAS

Southern California Edison (SCE):

Inquiries - P.O. Box 11982, Santa Ana, CA 92711-1982

Phone: (714) 796-9932, Fax: (714) 796-9999, *Attn: Map Requests Bldg DPlanning*

Department - 26100 Menifee Road, Romoland, CA 92588 Phone: 1-800-655-4555,

Attn: Ms. Katie Chaney

Southern California Gas Company:

1981 West Lugonia, Redlands, CA 92374, Phone: (909) 335-7507, *Attn: Mr. Bruce Waddell*

TELEPHONE & CABLE

AT & T California (Pacific Bell):

Engineering Department - 27402 Camino Capistrano, Rm 105, Laguna Niguel, CA 92677 Phone:

(949) 855-5091, *Attn: Ms. Sandy Walters*

Inquiries - 1265 Van Buren Street, Room 180, Anaheim, CA 92807 Phone:

(714) 666-5501, *Attn: Ms. Susan Morgan*

AT & T Core:

Inquiries - 22311 Brookhurst Street, Suite 203, Huntington Beach, CA 92646 Phone:

(925) 977-2413, *Attn: Ms. Rosemary Hamill*

Level 3:

1025 El Dorado Blvd, Broomfield, CO 80021, Phone: (720) 888-3813, *Attn: Mr. Matt Williams*

Media One:

556 Birch Street, Lake Elsinore, CA 92530, Phone: (951) 270-3415, *Attn: Mr. Brian Caton*

Time Warner (Adelphia):

4077 W. Stetson Avenue, Hemet, CA 92545, Phone: (951) 766-4270, *Attn: Mr. Ron Moore, Ext 260*

Time Warner (Comcast):

1581 Commerce Street, Corona, CA 92880, Phone: (951) 549-3977, *Attn: Mr. Billy Merino*

Time Warner Telecom:

Phone: (916) 806-1038, *Attn: Mr. Mike Long*

Verizon/General Telephone Electronics:

150 S. Juanita Street, Hemet, CA 92543, Phone: (951) 929-9492, *Attn: Ms. Linda Quartararo*

WATER & SEWER

Eastern Municipal Water District (EMWD):

2270 Trumble Rd., Perris, CA 92570, Mail: P. O. Box 8300, Perris, CA 92572-8300 Phone: (951)

928-3777, *Attn: Mr. John Foster*

Elsinore Valley Municipal Water District (EVMWD):

31315 Chaney Street, Mail: P.O. Box 3000, Lake Elsinore, CA 92531 Phone:

(951) 674-3146, *Attn: Mr. Loren Sorber*

Rancho California Water District (RCWD):

42135 Winchester Road, Temecula, CA 92590, Mail: P.O. Box 9017, Temecula, CA 92589-9017 Phone: (951)

296-6900, *Attn: Mr. Bud Jones*

Western Municipal Water District (WMWD):

42290 Ivy Street, Murrieta, CA 92562, Mail: P.O. Box 949, Lake Elsinore, CA 92564 Phone: (951)

677-7667, *Attn: Utility Contact*

FLOOD CONTROL

Riverside County Flood Control District & Water Conservation District (RCFC&WCD):

1995 Market Street, Riverside, CA 92501, Phone: (951) 955-1200, Fax: (951) 788-9965, *Attn: Mr. Bob Cullen*

APPENDIX B
INSURANCE FORMS

EXHIBIT "A" - INSURANCE ENDORSEMENTS & CERTIFICATE

GENERAL LIABILITY ENDORSEMENT

(Revised 3/17/87)

City of Murrieta ("the Agency") 1 Town Square
24601 Jefferson Avenue
Murrieta, CA 92562
Attn: Engineering Manager

A. POLICY INFORMATION

Endorsement No. _____

- 1. Insurance Company _____
Policy No. _____
2. Policy Term: From: _____ To: _____
Endorsement Effective Date: _____
3. Named Insured: _____
4. Address of Named Insured _____
5. Limit of Liability Any One Occurrence/Aggregate \$ _____
6. Deductible or Self-Insured Retention (Nil unless otherwise specified): _____
7. Coverage is equivalent to:

Comprehensive General Liability form GL-0002 (Ed 1/73) _____
Commercial General Liability "occurrence" form CG-0001 _____
Commercial General Liability "claims-made" form CG-0002 _____

- 8. Bodily Injury and Property Damage Coverage is:

_____ "claims-made"
_____ "occurrence"
If claims-made, the retroactive date is _____

NOTE: The Agency's standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage requires special approval.

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

- 1. INSURED. The Agency, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the Named Insured for or on behalf of the Agency; or (b) products sold by the Named Insured to the Agency; or (c) premises leased by the Named Insured from the Agency, the insurance afforded by this policy shall be primary insurance as respects the Agency, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Agency, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

EXHIBIT "A" - INSURANCE ENDORSEMENTS & CERTIFICATE

GENERAL LIABILITY ENDORSEMENT – Continued (Revised 3/17/87)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE
(original signature required on endorsement furnished to the Agency)

ORGANIZATION: _____ TITLE: _____

ADDRESS: _____

TELEPHONE: _____

EXHIBIT "A" - INSURANCE ENDORSEMENTS & CERTIFICATE

AUTOMOBILE LIABILITY ENDORSEMENT

(Revised 3/17/87)

City of Murrieta ("the Agency") 1 Town Square
24601 Jefferson Avenue
Murrieta, CA 92562
Attn: Engineering Manager

A. POLICY INFORMATION

Endorsement No. _____

- 1. Insurance Company
Policy No.
2. Policy Term: From: To:
Endorsement Effective Date:
3. Named Insured
4. Address of Named Insured
5. Limit of Liability Any One Occurrence/Aggregate \$
6. Deductible or Self-Insured Retention (Nil unless otherwise specified):

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

- 1. INSURED. The Agency, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Agency, its elected or appointed officers, officials, employees or volunteers.
2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the Agency, the insurance afforded by this policy shall: (a) be primary insurance as respects the Agency, its elected or appointed officers, officials, employees or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. In either event, any other insurance maintained by the Agency, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. SCOPE OF COVERAGE. This policy, if primary, affords coverage to the Named Insured at least as broad as:
a. Insurance Services Office form number CA-0001 (Ed. 1/78), Code 1 ("any auto") an endorsement CA-0025.
b. If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).

EXHIBIT "A" - INSURANCE ENDORSEMENTS & CERTIFICATE

WORKERS' COMPENSATION/EMPLOYERS LIABILITY ENDORSEMENT

City of Murrieta ("the Agency") 1 Town Square
24601 Jefferson Avenue
Murrieta, CA 92562
Attn: Engineering Manager

A. POLICY INFORMATION

Endorsement No. _____

- 1. Insurance Company _____ ("the Company")
Policy No. _____
- 2. Endorsement Effective Date: _____
- 3. Named Insured _____
- 4. Employer's Liability Limit (Coverage B) _____

B. POLICY AMENDMENTS

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

- 1. **CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Agency. Such notice shall be addressed as shown in the heading of this endorsement.
- 2. **WAIVER OF SUBROGATION.** The Insurance Company agrees to waive all rights of subrogation against the Agency, its elected or appointed officers, officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(original signature required on endorsement furnished to the Agency) ORGANIZATION:

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

(Revised 3/17/87)

EXHIBIT "A" - INSURANCE ENDORSEMENTS & CERTIFICATE

CERTIFICATE OF INSURANCE

*Return Completed Certificate to
**City of Murrieta (Agency)1
 Town Square
 24601 Jefferson Avenue
 Murrieta, CA 92562
 Attn: Engineering Manager***

**CERTIFICATE OF INSURANCE
 TO
 CITY OF MURRIETA
 ("Agency")
 (Revised 5/28/87)**

**Only this Certificate of
 Insurance form will be
 accepted**

This certifies to the Agency that the following described policies have been issued to the Insured named below and are in force at this time.

Insured _____

Address _____

Description of operations/locations/products insured (show City Project name and/or number, if any): _____

POLICIES AND INSURERS	LIMITS Bodily Injury/Property Damage	POLICY NUMBER	EXPIRATION DATE
Workers' Compensation (Name of Insurer) _____ Best's Rating _____	Employers Liability \$ _____		
Check policy type: Comprehensive General Liability _____ or Commercial General Liability _____ (Name of Insurer) _____ Best's Rating _____	"Claims-made" _____ "Occurrence" _____ Each Occurrence \$ _____ Aggregate \$ _____ or Combined Single Limit \$ _____ Aggregate \$ _____		
Business Auto Policy Liability Coverage Symbol _____ (Name of Insurer) _____ Best's Rating _____	Each Person \$ _____ Each Accident \$ _____ or Combined Single Limit \$ _____		
Umbrella Liability (Name of Insurer) _____ Best's Rating _____	"Claims-made" _____ "Occurrence" _____ Occurrence/ Aggregate \$ _____ Self-Insured Retention \$ _____		

EXHIBIT "A" - INSURANCE ENDORSEMENTS & CERTIFICATE

CERTIFICATE OF INSURANCE

EXHIBIT "A" - INSURANCE ENDORSEMENTS & CERTIFICATE

WORKERS' COMPENSATION/EMPLOYERS LIABILITY ENDORSEMENT

The following coverage or conditions are in effect:	Yes	No
The Agency, its officials, and employees are named on all liability policies described above as insureds as respects: (a) activities performed for the Agency by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, and (c) premises, owned, leased or used by the Named Insured.		
Products and Completed Operations		
The undersigned will mail to the Agency 30 days' written notice of cancellation or reduction of coverage or limits.		
Cross Liability Clause (or equivalent wording)		
Personal Injury, Perils, A, B and C		
Broad Form Property Damage		
X, C, U Hazards included		
Contractual Liability Coverage applying to this Contract		
Liquor Liability		
Coverage afforded the Agency, its officials, employees and volunteers as Insureds applies as primary and not excess or contributing to any insurance issued in the name of the Agency.		
Waiver of subrogation from Workers' Compensation insurer.		

This certificate is issued as a matter of information. This certificate is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Agency or Brokerage	Insurance Company
Address	Home Office
Name of Person to be Contacted	Authorized Signature
Telephone Number	Date

Note: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, au