

CONTRACT

**REPLACEMENT OF EMERGENCY GENERATOR AND TRANSFER SWITCH FOR
CITY HALL/FIRE STATION 1**

City Hall/Fire Station 1 Generator Replacement Project

CITY PROJECT NO. 10044

THIS CONTRACT, made and entered into the _____ day of _____, 2024__, by and between the **City of Murrieta**, a municipal corporation, hereinafter referred to as "CITY," and **Pramira, Incorporated**, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

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

CONTRACT DOCUMENTS. The complete Contract includes all of the Contract Documents, to wit: Notice Inviting Bids, Instructions to Bidders, Proposal, Performance Bond, Labor and Materials Bond, Plans and Special Provisions entitled, "**City Hall/Fire Station 1 Generator Replacement Project,**" **CITY PROJECT NO. 10044.**

1. 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 2010.

The Plans consist of:

Generator Replacement for City Hall and Fire Station 1

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.

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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.

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:

REPLACEMENT OF EMERGENCY GENERATOR AND TRANSFER SWITCH FOR CITY HALL/FIRE STATION 1

City Hall/Fire Station 1 Generator Replacement Project

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 Hall/Fire Station 1 Generator Replacement Project** in a period not to exceed **Thirty (30)** working days per facility 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.

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5. CHANGE ORDERS. All change orders shall be approved by the City Council, except that the City Manager or his/her 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/her 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:

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 **Five hundred dollars (\$500)** 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

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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 indemnity 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 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 1725.5, 1771, 1773.8, 1774, 1775, 1776, 1777.5, 1777.6, 1813, and 1815 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.

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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 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.

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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. In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the Parties. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined as set forth below. The Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

Section 20104 et seq. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

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(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Contract for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 calendar days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 calendar days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 calendar days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 calendar days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual Contract of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 calendar days (if the claim is less than \$50,000, within 15 calendar days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

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- (d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 calendar days of receipt of the City's response or within 15 calendar days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 calendar days for settlement of the dispute.
- (e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 calendar days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the Parties agree to select a mediator at a later time.
 - (i) If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third Party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
 - (ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 - (iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.
 - (iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.
- (f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.
- (g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code section 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures

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pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code section 900 et seq., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

- (h) Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:

(i) Within 60 calendar days, but no earlier than 30 calendar days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 calendar days by both Parties of a disinterested third person as mediator, shall be commenced within 30 calendar days of the submittal, and shall be concluded within 15 calendar days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both Parties. If the Parties fail to select a mediator within the 15-day period, either Party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the Parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the Parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the Parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any Party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other Party arising out of the trial de novo.

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

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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.
 - 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

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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 K. Moehling, P.E.
City Engineer
City of Murrieta
1 Town Square
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:_____

Omar Houari

President

201-658-5707

Phone Number

By:_____

Print or type NAME

Print or type TITLE

Phone Number

DATED:_____

CITY OF MURRIETA

By:_____

Kim Summers, City Manager

APPROVED AS TO FORM:

Tiffany Israel, City Attorney

ATTEST:

Cristal McDonald, City Clerk

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NOTICE INVITING BIDS

INSTALLATION OF REPLACEMENT EMERGENCY GENERATOR AND TRANSFER SWITCH FOR MURRIETA CITY HALL AND FIRE STATION 1

City Hall/Fire Station 1 Generator Replacement Project

CITY PROJECT NO. 10044

1. NOTICE IS HEREBY GIVEN that the City of Murrieta, Riverside County, California, will receive electronic sealed bids up to **2:00 p.m., on Monday, the 26th day of February 2024**, on the City of Murrieta Vendor Portal through PlanetBids upon which time the bids will be opened electronically. The link to register as a bidder and electronically bid on this project can be found at the following address: www.MurrietaCA.gov/planetbids.
2. **All of said work is to be performed in accordance with the Plans and Specifications** entitled “**City Hall/Fire Station 1 Generator Replacement Project**”, City Project No. 10044” which are available for purchase online at www.MurrietaCA.gov/planetbids. The cost is fifty-dollars (\$50.00) (non-refundable) per set of Plans, Specifications, and Contract Documents which must be purchased online. They cannot be purchased or mailed from City Hall. The bid package may be viewed at the Engineer Counter of City Hall located at 1 Town Square, Murrieta, California, 92562. For questions regarding the purchase of Plans, Specifications, and Contract Documents please call: (951) 461-6070. For all other questions, please contact Bryce Wilson, Project Manager at (562) 461-6429 or at, bwilson@murrietaca.gov.
3. The contractor shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code. The classification of Contractor's license required in the performance of this Contract is: **C-10**.
4. All contractors and subcontractors must be registered with the Department of Industrial Relations, State of California (DIR) prior to submitting a bid on any public works project, pursuant to Labor Code section 1725.5. Bids from contractors or subcontractors that are not currently registered as required will be deemed nonresponsive. This project is subject to compliance monitoring and enforcement by the DIR.
5. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, City has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute the contract from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's Office, City of Murrieta.

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6. The successful bidder shall be required to furnish labor and material bonds and faithful performance bonds to the City of Murrieta in the amount of one hundred percent (100%) of the amount of the Contract.
7. Pursuant to Section 22300 of the Public Contract Code of the State of California, the Contract will contain provisions permitting the successful bidder to substitute securities for any monies withheld by the City of Murrieta to ensure performance under the Contract.
8. Each bidder must scan and submit the following documents with its electronic bid prior to the bid date and time listed above: Proposal, Bid Bond at Ten Percent (10%) of the Base Bid, and Executed Contract. The bidder can utilize a cashier's check in lieu of a bid bond in the amount of ten percent (10%) of the base bid. If a cashier's check is used, it shall be delivered to the City Clerk in a sealed envelope at 1 Town Square, Murrieta, CA 92562 prior to the bid date and time listed above.
9. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents for the above-stated project. The general items of work to be done hereunder consist of: REPLACEMENT OF EMERGENCY GENERATORS AND TRANSFER SWITCHES FOR CITY HALL/FIRE STATION 1.
10. The City Council reserves the right to reject any or all bids, to delete portions of the work, or to waive any defect or informality in any bid received.
11. Prospective bidders are to attend a mandatory pre-bid conference at **8:00 a.m., on Tuesday, the 6th day of February 2024**, at the City of Murrieta City Hall, 1 Town Square, Murrieta, California, 92562. Fire Station 1 at 41825 Juniper St, pre-bid meeting will follow City Hall meeting.
12. The final day and time to submit questions will be Thursday, February 15, 2024, at 2 PM, via the PlanetBids Vendor Portal. The City will not be responsible for any oral instructions.
13. The Engineer's Estimate for this project is **\$ 450,000**.

LIST OF UTILITY CONTACTS

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS

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 D Planning 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*

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS

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*

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS

INSURANCE FORMS

EXHIBIT "A" - INSURANCE ENDORSEMENTS & CERTIFICATE

GENERAL LIABILITY ENDORSEMENT – Continued (Revised

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.

GENERAL LIABILITY ENDORSEMENT – Continued (Revised

- B-

EXHIBIT "A" - INSURANCE ENDORSEMENTS & CERTIFICATE

GENERAL LIABILITY ENDORSEMENT – Continued (Revised

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

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") and 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

AUTOMOBILE LIABILITY ENDORSEMENT – Continued (Revised

4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its elected or appointed officers, officials, employees or volunteers.
6. **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.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN: _____

(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)

(Telephone Number)

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

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: _____

EXHIBIT "A" - INSURANCE ENDORSEMENTS & CERTIFICATE

WORKERS' COMPENSATION/EMPLOYERS LIABILITY ENDORSEMENT

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 \$ _____		

EXHIBIT "A" - INSURANCE ENDORSEMENTS & CERTIFICATE

CERTIFICATE OF INSURANCE

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

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

Date

Telephone Number

Note: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official insurer.