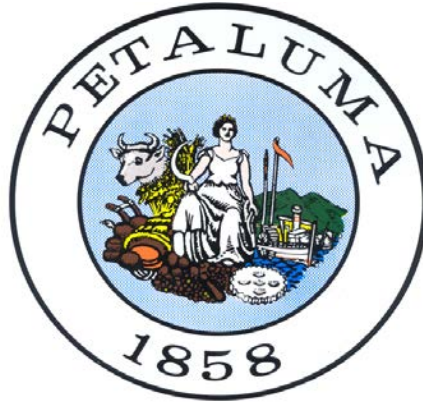


CITY OF PETALUMA



CONTRACT DOCUMENTS FOR

PETALUMA COMMUNITY CENTER – VINYL FLOORING (Minor Contracts)

PROPOSAL DUE DATE: Tuesday, July 3, 2018 by 4:00PM

SUBMIT PROPOSAL TO:

Department of Public Works & Utilities
202N. McDowell Boulevard
Petaluma, CA 94954
Email: dramirez@ci.petaluma.ca.us

Attention: Diane Ramirez, Project Manager

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EXHIBIT A
PART 1
SCOPE OF WORK

1-1 Scope of Work

- A. The work consists of furnishing all labor, materials, equipment, services and testing necessary to complete the installation of vinyl composition tiles (VCT) and vinyl wall base within the Petaluma Community Center Meeting Rooms A-D, Craft Room 1 and Craft Room 2.
- B. The product will be Armstrong Flooring Vinyl Composition Tile Standard Excelon Multi-Color or equal. The tile thickness will be 1/8" and the floor tile size will be 12"x12" and will be fully adhered to the floor. The warranty will be a minimum of five (5) years. The color options of the product offered for this contract will include neutral browns and greens. It is preferred that a variety of color options are offered in light, medium and dark values. The proposed flooring system will also offer a color coordinated 4" high coved vinyl wall base.
- C. The City reserves the right to add or delete any identified work. All work performed shall be measured and paid based on the contract unit prices identified in the Bid Schedule. The unit prices shall not be subject to change based on the addition or deletion of work.
- D. The Contractor shall confirm prior to VCT installation that the concrete slab is free of residue and other materials that will interfere with correct adhesion. The City will remove the existing VCT and abate the asbestos containing flooring glue. The glue will be removed using a water blast system.
- E. The City has provided a Concrete Moisture Test Report of the existing concrete slab on grade conditions. The City will install a Concrete Floor Slab Moisture Vapor Control System prior to VCT installation. The City is open to discussing VCT flooring solutions that may combine the moisture vapor control within the flooring glue or VCT flooring that can withstand the existing slab conditions.

1-2 Location and Description of Work

The work to be performed, in general, consists of testing the existing concrete slab for deleterious residue, prepping the concrete slab and installing new vinyl composition tile (VCT). The work shall include permitting (if required) and protection of adjacent surfaces. Locations of work will be the Meeting Room A-D, Craft Room 1 and Craft Room 2 at the City of Petaluma Community Center.

All work performed shall be measured and paid for based on the contract unit prices listed in **Part 2 - Bid Schedule**.

1-3 Duration of Contract

The project will be for a contract period of one (1) month. The installation dates will fall within the period beginning on August 11, 2018, and ending on August 26, 2018. The asbestos abatement and concrete floor slab moisture vapor control will precede the flooring installation.

The contract start date will be determined after approval of the agreement by the City. The contract period may be extended if mutually agreed upon without any formal bidding process.

1-4 Conditions

- A. In submitting a proposal for this project, the Contractor acknowledges that they are familiar with all conditions and requirements included herein.
- B. The Contractor shall be responsible for ensuring that all work performed on this project is in strict compliance with the applicable Codes, regulations, and project requirements.
- C. If a Bidder is not registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 and Section 1771.1, then the Bid will be rejected.
- D. The Contractor shall obtain and pay for all permits, licenses and any other related fees required for this work. The Contractor shall possess and maintain a current State of California Class "A" or "C-15" license, Department of Industrial Relations registration requirements, and a City of Petaluma Business License throughout the duration of the contract. In addition, Contractors and any subcontractor will submit certified payroll records to the Department of Industrial Relations Labor Commissioner online: <https://apps.dir.ca.gov/ecpr/DAS/AltLogin>.
- E. The Contractor shall maintain insurance provisions as required in the contract.

1-5 General

- A. Contractor shall assign and identify one person that the City can contact regarding the work throughout construction.
- B. Contractor shall be responsible for jobsite security, safety, and cleanliness and shall properly barricade, secure, and delineate all areas from the time work begins until the work is complete and the areas are opened for use.
- C. Contractor's activities shall be limited to the hours between 7:00 AM and 5:00 PM Monday through Friday. Deviation from these hours will not be permitted without prior written approval from the City, except in the event of emergencies involving immediate hazard to persons or property.
- D. The Contractor shall complete work within seven (7) calendar days of the commencement of work unless agreed to by City in writing. Work shall commence within ten (10) calendar days of notification by the City unless agreed to by City in writing.

1-6 Award

The City will consider the bid costs for all items identified together with the Contractor's qualifications and references to form the basis for its decision. The award will be based on the lowest base bid schedule total.

It should be noted that the estimated quantities are for Bid purposes only and are not to be construed as actual quantities. The City reserves the right to increase or decrease the quantity of any item or delete items as may be deemed necessary without voiding the contract.

The City reserves the right to reject any or all BIDSs, and to waive any irregularities in the bids received.

1-7 Changes in Work

The City shall have the right to make changes to the plans and/or specifications and the Contractor shall perform the work as changed.

No adjustment to the unit price for any item in the Bid Schedule shall be made in the event more locations are added or deleted from the project.

Increase or decrease in quantities due to differences between the Bid quantities for any item and the actual constructed quantities as measured in the field shall not be considered as change in the scope of work.

1-8 Compensation/Invoicing Requirements

Payment for all work items shall be paid as identified in the Bid Schedule. Invoices shall be submitted for payment on a monthly basis when the work for that month is completed.

Progress payments shall itemize and account for the costs and quantities of work based on each location of work. Partial payments, except the final payment, shall not be made for periods of less than one month.

1-9 Wages Paid to Contractor's Workers

Pursuant to California Labor Code Article 2, Wages, Section 1770 et seq., the work described herein is a "public work" as defined by this Article of the Labor Code and requires payment of prevailing wages pursuant to Labor Code Section 1771.

1-10 Process

The City will perform an evaluation of each project location with the Contractor prior to the Contractor mobilizing to a particular area to perform the work.

1-11 Review of Contract Documents and Job Sites

The Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions with the information in the Contract Documents before commencing activities. Errors, inconsistencies or the discovery of unforeseen conditions shall be reported to the City immediately.

1-12 Inspection of the Work

- A. The Contractor shall notify the City, forty-eight (48) hours in advance of the start of work in any area.
- B. All work performed and all materials furnished shall be subject to inspection and approval of the City. The Contractor shall notify the City at least 24 hours in advance of the work locations that have been exposed and requested to be inspected by the City. Contractor shall not begin without said inspection and approval by the City.
- C. Any work performed without proper inspection will be subject to rejection. Any corrective work required due to rejected work will be performed at the Contractor's expense. The Contractor shall furnish the City with documentation to ascertain that the materials used, methods employed, and workmanship provided is in accordance with the specifications.

- D. Work not properly performed will be subject to rejection. Any work performed in unauthorized areas or in a manner unacceptable to the City may be rejected and no payment will be made for rejected work.
- E. Inspection of the work does not relieve the Contractor of its obligation to fulfill the conditions of the contract.

1-13 Permits

The Contractor shall be responsible for obtaining any required permits from other agencies (i.e. air quality district, Environmental Protection Agency, etc.), if required prior to commencement of any work. The City of Petaluma Building Department does not require a permit for the installation of new flooring surfaces.

1-14 Bid Submittal

The Contractor shall submit the Bid Schedule with the cover letter as described on the bid schedule page. The contractor's bid is **due Tuesday July 3, 2018, by 4:00PM**. The bid may be delivered to the Public Works & Utilities Department at 202 North McDowell Blvd., Petaluma, CA, 94954, Attn: Diane Ramirez. The contractor's bid may also be submitted by email to Diane Ramirez at dramirez@ci.petaluma.ca.us

**PART 2
BID SCHEDULE**

Company submitting this bid: _____

Manufacturer submitted for this bid: _____

Base Bid Items					
Item No.	Description	Unit	Unit Price	Estimated Quantity	TOTAL
1	Vinyl Composition Tile	SF	\$	4,662	\$
2	Vinyl 4" Coved Wall Base	LF	\$	452	\$

1. UNIT PRICES ARE REQUIRED FOR ALL WORK IDENTIFIED IN THE BID SCHEDULE.
2. Full compensation for all work required, including testing, cleaning, and installation, including all labor, materials, equipment and incidentals necessary to complete the work, shall be included in the unit prices and no additional compensation will be allowed.
3. Bid shall be considered all-inclusive, and shall include the cost of all labor, equipment, materials, traffic control, insurance and other services included herein.
4. Bidder shall submit this page only with a cover letter on company letter head in response to this opportunity. The cover letter will include a statement from a company principal that this bid is good for ninety (90) days, that the principal will sign the Construction Agreement without requesting modifications, that the company can provide the insurance and bonds as shown in the attachments.

Address of Bidder

Signature of Bidder

City

Name of Bidder (Print)

Telephone Number of Bidder

Fax Number of Bidder

Contractor's License Number

License's Expiration Date

PART 3

MEASUREMENT AND PAYMENT

DESCRIPTION

Payment will be made on a unit price basis, as set forth in Bid Schedule.

MEASUREMENT AND PAYMENT OF BID ITEMS

1. **VINYL COMPOSITION TILE** shall be measured by the square foot (SF) of actual VCT installed.

The contract price paid for VCT shall be measured and paid for on a SF basis. The unit price paid per square foot of VCT shall include full compensation for mobilization, site preparation and site clean-up, installation of flooring, removal and disposal of debris, and restoration of any damages including furnishing all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof and as directed by the Engineer, complete, in place, and accepted, and no additional compensation will be allowed therefore.

2. **VINYL 4" COVED WALL BASE** shall be measured by the linear foot (LF) of actual wall base installed.

The contract price for vinyl 4" coved wall base shall be measured and paid for on a LF basis. The unit price paid per linear foot of wall base shall include full compensation for mobilization, site preparation and site clean-up, installation of wall base, removal and disposal of debris, and restoration of any damages including furnishing all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof and as directed by the Engineer, complete, in place, and accepted, and no additional compensation will be allowed therefore.

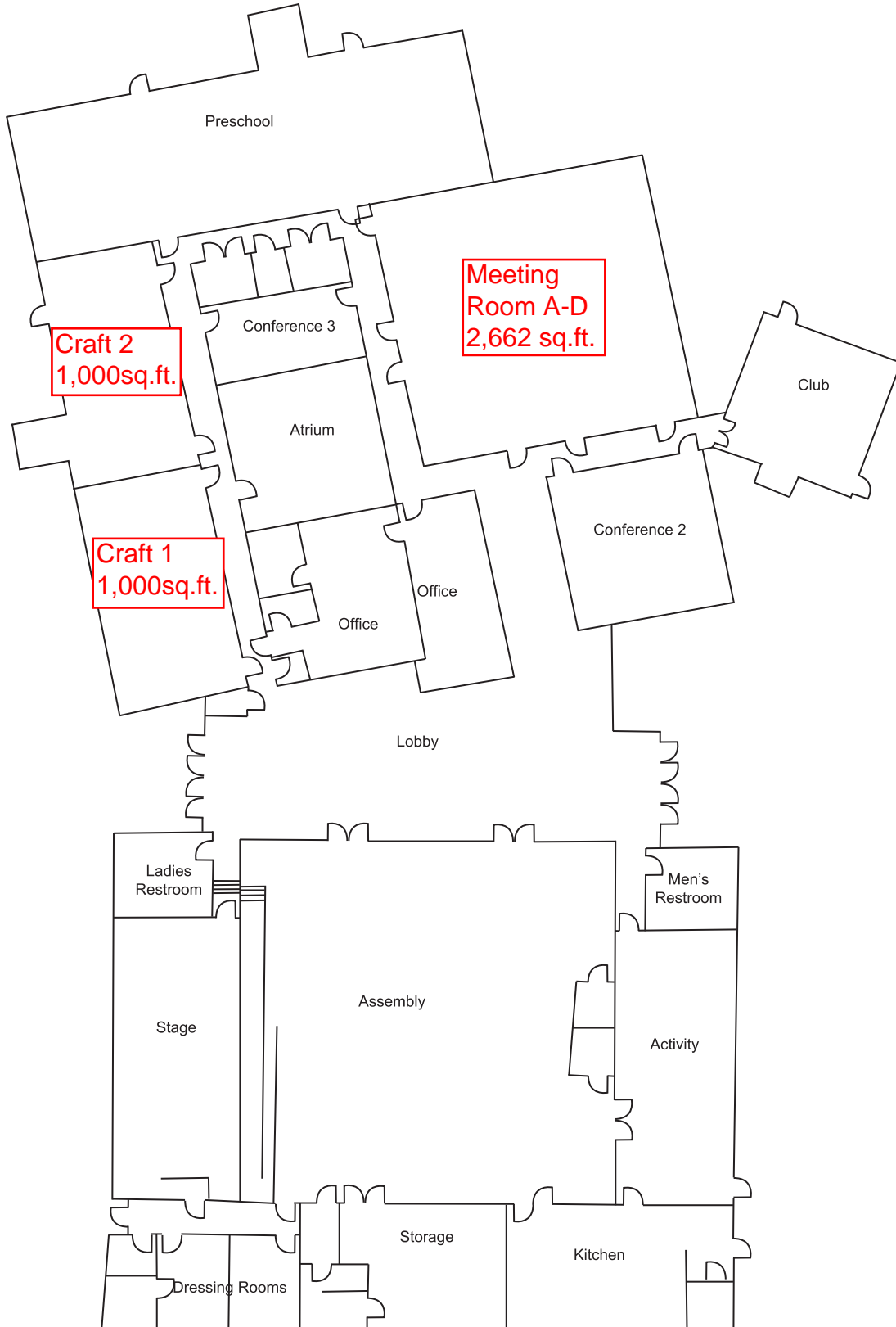


RECREATION SERVICES
WWW.CITYOFPETALUMA.NET/PARKSNREC

Petaluma Community Center

ENTIRE FACILITY

320 N. McDowell Blvd. • Petaluma • CA • 94954 • ph 707.778.4380 • fax 707.656.4057





AWS #2145
June 6, 2018

Diane Ramirez
City of Petaluma
11 English Street
Petaluma, CA 94952

**RE: Concrete Moisture Testing
Petaluma Community Center
320 N. McDowell, Petaluma, California**

Dear Ms. Ramirez:

Pursuant to your direction, **Air & Water SCIENCES** (AWS) has prepared this report regarding our Anhydrous calcium chloride testing performed on the concrete slab of the Petaluma Community Center from April 30 to May 3, 2018. This report includes the procedures and methodologies followed, as well as, analytical results, for the areas of the flooring that will be re-tiled in the near future.

Scope of Work

The scope of work and results of the inspections are as follows:

- Conduct a visual inspection of the building and identify areas of concern with regards to water damage and potential microbial growth.
- Place anhydrous calcium chloride dome tests in locations to be re-tiled on the basis of 3 kits per 1000 square feet and one additional test per additional 1000 square feet. The dome tests should be placed with representative samples both within several feet from the edge of the slab and towards interior of the slab as well.
- pH of the concrete was tested using a pH meter provided by Vaprecision and de-ionized water.
- Provide a written report summarizing the results of the inspection.

Anhydrous Calcium Chloride Concrete Moisture Vapor Emission Testing

Seven (7) areas were prepared for vapor emission testing prior to placing the test equipment on the floor. The floor tiles were removed from the immediate area and the concrete was



scrapped to remove all remnants of mastic and leveling compound. AWS uses test kits provided by Vaprecision. The test kits were placed in areas away from direct sunlight. A digital gram weight scale (calibrated to 1 and 50 grams) and accurate to 1/100 gram was used to weigh each test kit. The initial weight condition was recorded on the cover of each test kit. The lid was removed from the test kit and the time and data recorded on the lid. The test kit was placed on the floor and covered with a plastic dome (with adhesive). The dome was pressed to the floor to assist in a good seal. The kit and dome were then covered with a safety cone to prevent the kit from being disturbed. The kits were allowed to remain in place undisturbed for between 70 and 72 hours. Upon returning, the dome was removed from the floor and the time was recorded on the lid. The lid was then replaced on the kit along with the sealant tape and weighed. The weight was then also recorded.

ANALYTICAL RESULTS

Three anhydrous calcium chloride tests kits were pre-weighed with a gram weight scale, placed on the bare concrete surface and sealed in place under separate polyethylene covers and left for a period of approximately 71 hours. The test kits were placed in the rooms on Monday, April 30, 2018 and recovered on the morning of May 3, 2018. Each test kit was re-weighed and the difference recorded indicating the amount of moisture gained during the test period. The test parameters are presented below:

Test Location	Initial Weight	Final Weight	Weight Gain	Duration	#/1000 SF	pH
Pre-School 1 (near hall)	30.14	36.26	6.12	70.9	10.27	11.37
Pre-School 2 (near windows)	30.18	34.88	4.7	71	7.87	11.25
Meeting Room -1 (East Entrance)	30.11	35.02	4.91	71.15	8.21	11.7
Meeting Room -2 (NW Corner)	30.8	35.18	4.38	71.68	7.27	11.5
Meeting Room - 3 (SW corner)	30.15	32.18	2.03	71.4	3.38	11.1
Projects Room -1 (near hallway)	30.27	34.83	4.56	70.9	7.65	11.5
Project Room - 2 (near Windows)	30.26	36.01	5.75	71.02	9.63	9.8

A formula is provided by the vendor (Vaprecision) to determine the vapor emission volume in pounds per 1000 square feet in 24 hours.

$$\text{Weight gain (gm)} \times 118.932 / \text{Total hours} = \text{Pounds of moisture per 1000 SF/24 hrs.}$$

A conservative but generally allowable vapor emission rate of 3.0 pounds of moisture per 1000 square feet is considered acceptable for new concrete. Each of the results from the test kits indicate that the vapor transmission rates through the concrete floor exceeds the recommended emission rate.

Conclusions and Recommendations

The concrete slab in the community center in the meeting rooms, pre-school and projects rooms were tested for vapor emission rates prior to being re-tiled. The analytical results of the anhydrous calcium chloride testing from 7 locations identified the slab to be emitting between 3.38 to 10.27 pounds of moisture per 1000 square feet in 24 hours in the meeting room and pre-school respectively. The average of the emission rates was calculated to be 7.8.

The pH of the slab indicated a pH that ranged from 9.8 to 11.7 with an average value of 11.2.

This information should be used to evaluate the flooring requirements and potential use of vapor retardants prior to placing new floor tiles.

Limitations

The conclusions and results contained herein are based solely on the information presented in this report. Additional information or contamination that was hidden, undiscovered, inaccessible, or are not a part of the finding presented herein, would result in the modification of the conclusions and recommendations of this report. Any remediation guidelines are minimum general guidelines based solely on the findings contained herein.

Diane Ramirez
June 5, 2018
Page 4 of 4

If you should have any questions or would like to discuss the contents of this report, please do not hesitate to contact me any time at (707) 769-2289.

Respectfully submitted,

Air & Water SCIENCES



Chip Prokop, PE, BCEE, CIEC, CAC 08-4420
Principal

CONSTRUCTION AGREEMENT (MINOR)

[City use: this form is only for public works projects not subject to City Charter public bid requirements.]

(Title of Project)

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

For multi-year contracts or contracts with multiple accounts:

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

THIS CONSTRUCTION AGREEMENT (“Agreement”) is entered into and effective as of the _____ day of _____ in the year 20____, by and between the City of Petaluma, a
(city use only)
charter city, (“City”) and _____ (“Contractor”) (collectively, “Parties”).

City and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

Contractor shall complete the work as described and/or depicted in **Exhibit A** (“Work”), attached hereto and incorporated by reference herein, upon the terms and conditions set forth herein.

ARTICLE 2. COMPLETION OF WORK

The Work shall be completed to the satisfaction of City by _____, 20_____.

ARTICLE 3. INSURANCE

The applicable insurance requirements, as approved by the City’s Risk Manager, are set forth in **Exhibit B-1** /**Exhibit B-3** , attached hereto and incorporated by reference herein. *[City use: check one.]*

ARTICLE 4. CONTRACT PRICE /PAYMENT

- A. City shall pay Contractor the aggregate sum of _____ Dollars (\$_____), for the full and satisfactory completion of the Work in accordance with the terms and conditions of this Agreement (“Contract Price”).
- B. Payment schedule:
 - 1. Such compensation shall be paid by City within thirty (30) days following written notice of City’s acceptance of the Work.
 - 2. Such compensation shall be paid by City in accordance with the Payment Schedule attached hereto as **Exhibit C**, and incorporated by reference herein.

[City use: check one, and attach Payment Schedule as Exhibit C if applicable.]

- C. Notwithstanding any provisions herein, Contractor shall not be paid any compensation until such time as Contractor has on file with the City Finance Department a current W-9 form available from the IRS website (www.irs.gov) and has obtained a currently valid Petaluma business license pursuant to the Petaluma Municipal Code.

ARTICLE 5. BONDS/CONTRACTOR'S GUARANTEE

- A. A labor and materials (payment) bond is **required** / **not required** for this Agreement. If required for this Agreement, before beginning the Work, Contractor shall provide a labor and materials bond in the amount of one hundred percent (100%) of the Contract Price, and which conforms with the requirements of Civil Code section 3248, as may be amended from time to time.
- B. A performance bond is **required** / **not required** for this Agreement. If required for this Agreement, before beginning the Work, Contractor shall provide a performance bond in the amount of one hundred percent (100%) of the Contract Price to guarantee faithful performance of the Work.
- C. Contractor shall guarantee the Work to be free of defects in material and workmanship for a period of one (1) year following the City's acceptance of the Work ("Contractor's Guarantee"). As part of Contractor's Guarantee, Contractor agrees to make, at Contractor's own expense, any repairs or replacements made necessary by defects in material or workmanship which become evident within the one-year guarantee period. The Contractor's Guarantee is effective regardless of whether or not a maintenance bond is required by the City for this Agreement.
- D. A maintenance bond is **required** / **not required** for this Agreement. If required for this Agreement, prior to acceptance of the Work, Contractor shall provide a maintenance bond in the amount of ten percent (10%) of the Contract Price as a security for the Contractor's Guarantee. The maintenance bond shall remain in force for one (1) year following the City's acceptance of the Work.
- E. Any and all bonds required for this Agreement shall be in a form acceptable to the City Attorney. Any such bond must be issued by a corporate surety which is an admitted surety insurer in the State of California. Any bond signed by an agent must be accompanied by a certified copy of such agent's authority to act. If the surety on any bond provided by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, Contractor shall, within seven (7) days thereafter, substitute another bond and surety in accordance with the requirements set forth herein.

ARTICLE 6. CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between City and Contractor consist of this Agreement and exhibits thereto and the following ("Contract Documents"):

- City-approved drawings and specifications for the Work;
- Any written amendment or change order approved by the City after the effective date of this Agreement;
- Any bonds required pursuant to Article 5 of this Agreement;
- **Other:** _____

The Contract Documents may only be amended by prior written authorization of the City Manager or his/her designee.

ARTICLE 7. LIQUIDATED DAMAGES

- A. City and Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified in Article 2 herein, plus any extensions previously authorized in writing by the City Manager or his/her designee. It is and will be difficult and/or impossible to ascertain and determine the actual damage which City will sustain in the event of and by reason of Contractor's failure to fully perform the Work or to fully perform all of its contract obligations that have accrued by the time for completion as specified in Article 2 herein and/or as specified for completion of any scheduled operations or works described in the Contract Documents. It is agreed in accordance with California Government Code Section 53069.85, as may be amended from time to time, that Contractor will forfeit and pay to City liquidated damages in the sum of _____ Dollars (\$_____) per day for each and every calendar day that expires after the time for completion specified in Article 2 herein and/or as specified for completion of any scheduled operations or works described in the Contract Documents except as otherwise provided by extension of time previously authorized in writing by the City Manager or his/her designee. It is further understood and agreed in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time this contract was made, and that City may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due to Contractor.
- B. Liquidated damages will continue to accrue at the stated rate until final completion of the Work. Accrued liquidated damages may be deducted by City from amounts due or that become due to Contractor for performance of the Work. Liquidated damages may not be waived or reduced by City unless expressly waived or reduced in writing by the City Manager or his/her designee.

ARTICLE 8. PREVAILING WAGES

- A. Pursuant to California Labor Code Section 1771, Contractor and any subcontractor shall pay all workers employed in execution of the Work in accordance with the general rate of per diem wages specified for each craft, classification, or type of worker needed to execute the Work. Copies of the prevailing rates of per diem wages are on file at the City Clerk's office, and shall be made available to any interested party on request.
- B. Contractor is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and Contractor and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- C. Contractor and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated

by this reference as though fully set forth herein. In addition, Contractor and subcontractor shall be required to be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Contractor and any subcontractor shall submit certified payroll records to the Department of Industrial Relations Labor Commissioner online:

<http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>. Contractor is responsible for ensuring compliance with this section.

- D. Contractor and any subcontractor shall fully comply with California Labor Code Section 1777.5, concerning apprentices, which is incorporated by this reference as though fully set forth herein. Contractor is responsible for ensuring compliance with this section.
- E. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Agreement. Contractor and any subcontractor shall pay workers overtime pay as required by California Labor Code Section 1815. Contractor and any subcontractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation so the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.

ARTICLE 9. INDEMNIFICATION

Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless to the full extent permitted by law, City and its officers, officials, employees, agents and volunteers from and against any and all alleged liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Work or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of the City. Pursuant to California Public Contract Code Section 9201, City shall timely notify Contractor of receipt of any third-party claim relating to this Agreement.

The Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

ARTICLE 10. DISCLAIMER CONCERNING LABOR CODE SECTION 6400

Contractor understands and agrees that with respect to performance of the Work, and notwithstanding any provision in this Agreement to the contrary, Contractor, and/or its privities, including, without limitation, subcontractors, suppliers and other engaged by Contractor in the performance of the Work shall be "employers" for purposes of California Labor Code Section 6400 and related provisions of law, and that neither City nor its officials, officers, employees, agents, volunteers or consultants shall be "employers" pursuant to California Labor Code Section 6400.

ARTICLE 11. TERMINATION

Notwithstanding any other provision set forth herein, City may terminate or suspend this Agreement immediately for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Contractor, including, without limitation, a breach of any of Contractor's covenants, representations or guarantees provided herein. Upon receipt of notice of termination or suspension, Contractor shall immediately stop all work in progress under this Agreement. Without limiting the generality of the foregoing, City may terminate this Agreement if Contractor fails to perform the Work within the time specified in Article 2, or any written extension thereof. If City terminates this Agreement for cause, City may undertake to have the Work completed by its own workforce or by substitution of contractor, and Contractor shall be liable to City for any excess cost incurred by City as a result. In the event of such termination, Contractor shall be entitled to payment for all Work performed to date of termination to the extent such services were actually performed in accordance with this Agreement. Upon termination, any and all of City's documents or materials provided to Contractor and any and all of Contractor's documents and materials prepared for or relating to this Agreement shall be delivered to the City as soon as possible, but not later than ten (10) days after the cessation of the Work.

ARTICLE 12. CONTRACTOR CLAIMS

Contractor claims of Three Hundred Seventy-five Thousand Dollars (\$375,000) or less shall be in writing, and shall include the documentation necessary to substantiate the claim. Claims must be filed before the date of final payment, and in compliance with California Public Contract Code Sections 20104 et seq.

ARTICLE 13. INDEPENDENT CONTRACTOR

It is understood and agreed that in the performance of this Agreement, Contractor (including its employees and agents) is acting in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor has full control over the means and methods of performing said services and is solely responsible for its acts and omissions, including the acts and omissions of its employees and agents.

ARTICLE 14. LICENSES/PERMITS

Contractor represents that Contractor has all licenses, permits, or qualifications of whatsoever in nature, which are legally required for Contractor to perform the Work. Contractor shall, at Contractor's sole cost and expense, keep in effect at all times during the term of this Agreement, any such licenses, permits or qualifications. **Contractor is required to possess a current _____ license.**

ARTICLE 15. INSPECTION

All Work done and materials furnished, if any, shall be subject to inspection and approval by the City.

ARTICLE 16. SUBCONTRACTORS

Contractor must obtain the City's prior written consent for subcontracting any Work pursuant to this Agreement. Any such subcontractor shall comply, to the extent applicable, with the terms and conditions of this Agreement. Any agreement between Contractor and a subcontractor

pursuant to this Agreement shall provide that the subcontractor procure and maintain insurance coverage as required herein and which shall name City as an additional insured.

ARTICLE 17. COMPLIANCE WITH LAWS/NON-DISCRIMINATION

Contractor shall comply with all applicable local, state and federal laws, regulations and ordinances in the performance of this Agreement. Contractor shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations.

ARTICLE 18. NOTICES

All notices required or permitted by this Agreement, including notice of change of address, shall be in writing and given by personal delivery or sent postage prepaid and addressed to the parties intended to be notified, as set forth herein. Notice shall be deemed given as of the date of delivery in person or as of the date deposited in any post office or post office box regularly maintained by the United States Postal Service, unless otherwise stated herein. Notice shall be given as follows:

City: City Clerk
City of Petaluma
Post Office Box 61
Petaluma, California 94953
Telephone: (707) 778-4360

Contractor: _____
(Contact Name)

(Business Name)

(Address)

(City, State, Zip)

(Telephone)

(E-mail)

ARTICLE 19. GOVERNING LAW/VENUE

This Agreement shall be construed and its performance enforced under California law. Venue shall be in the Superior Court of the State of California in the County of Sonoma.

ARTICLE 20. NON-WAIVER

The City's failure to enforce any provision of this Agreement or the waiver of any provision in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

ARTICLE 21. THIRD PARTY BENEFICIARIES

The Parties do not intend, by any provision of this Agreement, to create in any third party any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

ARTICLE 22. ASSIGNMENT

No assignment in transfer in whole or in part of this Agreement shall be made without the prior written consent of City.

ARTICLE 23. SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise enforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

ARTICLE 24. HEADINGS

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

IN WITNESS WHEREOF, City and Contractor have caused this Agreement to be executed the day and year first above written.

CITY OF PETALUMA

CONTRACTOR _____

City Manager

By _____

ATTEST:

Title

City Clerk

License Number

APPROVED AS TO FORM:

Taxpayer I.D. Number

City Attorney

Petaluma Business Tax Certificate Number

file name:

INSURANCE REQUIREMENTS

EXHIBIT B-3

Consultant's performance of the Services under this Agreement shall not commence until Consultant shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Consultant shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Consultant, the Consultant's agents, representatives, employees and subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage:
 - a. Personal injury;
 - b. Contractual liability.
2. Insurance Services Office form covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Such other insurance coverages and limits as may be required by the City.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence/aggregate for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident.
Bodily Injury by Disease - \$1,000,000 policy limit.
Bodily Injury by Disease - \$1,000,000 each employee.
4. Such other insurance coverages and limits as may be required by the City.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or

deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

D. Other Insurance Provisions

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, 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 City.
6. Consultant agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the Services to do likewise.
7. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
8. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Petaluma before the City of Petaluma's own insurance or self-insurance shall be called upon to protect it as a named insured.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage

Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before the Services commence.

FAITHFUL PERFORMANCE BOND

WHEREAS, the City Council of the City of Petaluma, State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20_____, and identified as project _____, is hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, WE, the Principal and _____, duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Petaluma, hereinafter called "City," in the penal sum of _____ Dollars (\$_____) lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these present. The conditions of this obligation are such that if the above-bound Principal, the Principal's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Petaluma, its officers, agents, employees, and volunteers, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of this obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise 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 agreement or to the work or to the specifications.

And the said Surety, for value received, hereby stipulates and agrees that upon termination of the Contract for cause, the Obligee reserves the right to refuse tender of the Principal by the Surety to complete the Contract work.

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

PRINCIPAL

SURETY

By_____

By_____

Name and Title

Name and Title

Address

City State Zip

Phone Number

###

NOTE: No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent's power of attorney attached. Also verify that Surety is an "Admitted Surety" (i.e., qualified to do business in California), and attach proof of verification (website printout from the California Department of Insurance website (<http://www.insurance.ca.gov/docs/index.html>) or certificate from County Clerk).

APPROVED AS TO AMOUNT:

APPROVED AS TO FORM:

City Manager

City Attorney

END OF FAITHFUL PERFORMANCE BOND

LABOR AND MATERIALS BOND

WHEREAS, the City of Petaluma, State of California, and _____ (hereinafter designated as “Principal”) have entered into an agreement whereby the Principal agrees to install and complete certain designated public improvements, which said agreements, dated _____, 20____, and identified as project _____, is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Petaluma, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned, duly authorized to transact business under the laws of the State of California, as corporate surety, are held firmly bound unto the City of Petaluma, and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code of the State of California, in the sum of _____ Dollars (\$_____) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

THE SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any

manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

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

PRINCIPAL

SURETY

By _____

By _____

Name and Title

Name and Title

Address

City State Zip

Phone

###

NOTE: No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent's power of attorney attached. Also verify that Surety is an "Admitted Surety" (i.e., qualified to do business in California), and attach proof of verification (website printout from the California Department of Insurance website (<http://www.insurance.ca.gov/docs/index.html>) or certificate from County Clerk)..

APPROVED AS TO AMOUNT:

APPROVED AS TO FORM:

City Manager

City Attorney

END OF LABOR AND MATERIALS BOND

MAINTENANCE BOND

WHEREAS, the City Council of the City of Petaluma (“City”) and _____, (hereinafter designated as “Principal”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20_____, and identified as project _____, is hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required under the terms of said contract to furnish a maintenance bond for the correction of any defects due to defective materials or workmanship in the work performed under said agreement.

NOW, THEREFORE, we the Principal and _____ as Surety, are held and firmly bound unto the City of Petaluma in the penal sum of _____ Dollars (\$_____), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of one (1) year from the date of acceptance of the contracted work, the Principal upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

As part of this obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise 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 agreement or to the work or to the specifications.

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

PRINCIPAL

SURETY

By_____

By_____

Name and Title

Name and Title

Address

City State Zip

Phone Number

###

NOTE: No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent’s power of attorney attached. Also verify that Surety is an “Admitted Surety” (i.e., qualified to do business in California), and attach proof of verification (website printout from the California Department of Insurance website (<http://www.insurance.ca.gov/docs/index.html>) or certificate from County Clerk).

APPROVED AS TO AMOUNT:

APPROVED AS TO FORM:

City Manager

City Attorney

END OF MAINTENANCE BOND

