

CITY OF LA PALMA
Community Services Department
7821 Walker Street
La Palma, California 90623-1771

CITY COUNCIL
Debbie Baker, Mayor
Marshall Goodman, Mayor Pro Tem
Janet Keo Conklin, Councilmember
Nitesh Patel, Councilmember
Mark Waldman, Councilmember

CITY MANAGER
Conal McNamara

PUBLIC WORKS/COMMUNITY SERVICES DIRECTOR
Andy Ramirez



REQUEST FOR PROPOSALS

FOR

CENTRAL PARK BASKETBALL & TENNIS COURT RESURFACING
(CITY PROJECT NO. 23-PRK-01)

APRIL 2023

CITY OF LA PALMA

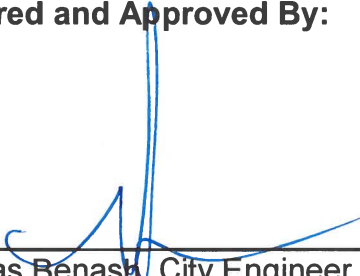
**Community Services Department
7821 Walker Street
La Palma, California 90623-1771**

BID DOCUMENTS AND SPECIFICATIONS

FOR

**CENTRAL PARK BASKETBALL & TENNIS COURT RESURFACING
(CITY PROJECT NO. 23-PRK-01)**

Prepared and Approved By:



Douglas Benash, City Engineer
R.C.E. No. C 53935
Expires 12/31/2023



Date

**CENTRAL PARK BASKETBALL & TENNIS COURT RESURFACING
(CITY PROJECT NO. 23-PRK-01)**

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Attachment "A" – Vicinity Map

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CITY OF LA PALMA

NOTICE INVITING BIDS

**CENTRAL PARK BASKETBALL & TENNIS COURT RESURFACING
(CITY PROJECT NO. 23-PRK-01)**

NOTICE INVITING BIDS: Sealed proposals will be received at the office of the City Engineer, Community Services Office, La Palma, California, until **1:00 PM on Tuesday, May 2, 2023** for furnishing of all labor, materials and equipment for **CENTRAL PARK BASKETBALL & TENNIS COURT RESURFACING, City Project No. 23-PRK-01** (the "Project").

The Bids shall be submitted to the City Engineer, City of La Palma, 7821 Walker Street, La Palma, California 90623-1771, in a sealed envelope plainly marked on the outside **"BID: for CENTRAL PARK BASKETBALL & TENNIS COURT RESURFACING, City Project No. 23-PRK-01, to be opened on Tuesday, May 2, 2023 at 1:00 PM."** The proposals will be publicly opened and read aloud in the office of the City Engineer at the aforementioned time on the aforementioned date. Any proposals received after the aforementioned time on the aforementioned date shall be returned unopened.

DESCRIPTION OF WORK: The City of La Palma is requesting bids for resurfacing and repair work to the two (2) existing tennis courts and three (3) existing basketball courts at Central Park. The sites include (a) two side-by-side tennis courts measuring 120 feet x 120 feet enclosed by a perimeter fence and (b) three side-by-side basketball courts measuring 160 feet x 85 feet enclosed by a perimeter fence. Work shall eliminate all cracks and surface deterioration to bring the courts to like-new conditions. Works includes the removal and replacement of the existing surface, installation of new acrylic surfacing with colored areas, tennis striping, basketball striping, sanding and repainting of the tennis net posts, and removal and disposal of existing improvements.

MANDATORY PRE-BID MEETING Attendance at a pre-bid meeting is **MANDATORY and will be held on Tuesday, April 18, 2023 at 2:00 PM at the City of La Palma, Community Services Offices, 7821 Walker Street, La Palma, California 90623.** All contractors are required to have a representative attend and sign in at the pre-bid meeting. Failure to comply with this attendance and sign in requirements will result in the Contactor's proposal being found non-responsive to the required procedures.

SUBSTITUTIONS: Contractors requesting to offer substitutions shall provide all product substitutions by **4:00 PM, April 25, 2023**, approximately seven (7) days prior to bid for consideration by the City prior to Bid. Substitutions will not be considered by the City after the deadline noted above.

COMPLETION OF WORK: The City is scheduling the award of contract for June 6, 2023. On June 7, 2023, the City will issue the Notice to Contract Award requesting the contractor to submit contracts, bonds and insurance certificates and submitted to the City within ten (10) calendar days. The project shall be completed within "Twenty-one" (21) calendar days

(Monday – Sunday), as stipulated in the written Notice to Proceed issued by the City Engineer. Failure to complete the Work within the time set forth herein will result in the imposition of liquidated damages for each day of delay, in the amount set forth in Section 39 of the General Provisions.

OBTAINING PLANS AND SPECIFICATIONS: Plans, Specifications, and any project addenda are available for download on the city's website, www.cityoflapalma.org. All prospective bidders are responsible for checking the City's website for the issuance of any project addenda prior to the bid opening for inclusion as part of the bid proposal. Due to the posting of the documents on the city website, the City no longer maintains a plan holder list. For project information, please contact the office of the City Engineer at (714) 690-3310.

BONDS: Pursuant to the Instructions to Bidders, each proposal shall be accompanied by cash or by a cashier's or certified check or by a bid bond in the amount of **ten percent (10%)** of the amount of the bid price payable to the City of La Palma as a guarantee that the bidder, if his or her proposal is accepted, will promptly execute the contract, secure payment of workers' compensation insurance and furnish a satisfactory **faithful performance bond** in the amount of **one hundred percent (100%)** of the total bid price and a **labor and material bond** in the amount of **one hundred percent (100%)** of the total bid price.

SUBSTITUTION OF SECURITIES: The Contractor may substitute securities for any monies withheld by the City to ensure performance under the contract in compliance with the requirements of Public Contract Code Section 22300 and the "Substitution of Securities" provisions of the General Provisions.

WAGE RATES: As required by Section 1773 of the California Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages in the locality in which Work is scheduled to be performed. Copies of the wage rate determinations, entitled PREVAILING WAGE SCALE, are maintained at the La Palma City Hall, 7822 Walker Street, La Palma, California, and are available to any interested party upon request. The Contractor shall post a copy of this document at each job site. The Contractor and any subcontractor under it shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract.

CONTRACTOR'S LICENSE: In accordance with the provisions of California Public Contract Code Section 3300, the City requires that the bidder possess the following classification of contractor's license at the time that the bid proposal is submitted: **Class A, B or Specialty**. If the license classification specified hereinabove is that of a "specialty contractor" as defined in Section 7058 of the California Business and Professions Code, the specialty contractor awarded the Contract for this Work shall itself construct a majority of the Work, in accordance with the provisions of California Business and Professions Code Section 7059. Each bidder shall clearly write or type their contractor's license number on the outside of the bidding envelope.

CONTRACTORS REGISTRATION: In accordance with the provisions of Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to (a) bid on or be listed in a bid proposal or (b) engage in the performance of this Work, unless currently registered and qualified to perform the Work pursuant to Labor Code Section 1725.5.

COMPLIANCE MONITORING AND ENFORCEMENT: Contractor's performance of the Work described in this Notice Inviting Bids is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.


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

CITY'S RIGHTS RESERVED: The City of La Palma reserves the right to reject any and all proposals or bids, including the bid of a bidder who has been delinquent or unfaithful in any former contract with the City of La Palma, or to waive any irregularities or informalities in any bids or in the bidding, should it deem this necessary for the public good. No bidder may withdraw his or her bid for a period of sixty (60) days after the date from the opening thereof.

DATED: April 12, 2023

CITY OF LA PALMA, CALIFORNIA

By: _____


Andy Ramirez
Public Works/Community Services
Director

CITY OF LA PALMA

INSTRUCTIONS TO BIDDERS AND SPECIAL PROVISIONS

CENTRAL PARK BASKETBALL & TENNIS COURT RESURFACING (CITY PROJECT NO. 23-PRK-01)

CONTRACT DOCUMENTS: The Contract Documents consist of the Request for Proposals; Information for Bidders; Summary and Bid Schedule; Firm Identification; List of Subcontractors; Equipment/Material Source Information; Non-collusion Declaration to be Executed by Bidder and Submitted with Bid; Bid Bond; Contractor's License Declaration; Firm's Experience; Firm's References; Agreement; Faithful Performance Bond; Labor and Materials Bond; Escrow Agreement for Security Deposits in Lieu of Retention; General Provisions; Special Provisions and Technical Specifications; Plans and Specifications; and any Addenda issued prior to the submittal of the Bid. Also included shall be any and all Change Orders or supplemental written agreements approved as required by these Contract Documents amending the scope or cost or extending the time of completion of the Work contemplated and which may be required to complete the Work in a substantial and acceptable manner.

FORM OF PROPOSAL: All proposals shall be submitted on the blank forms provided within this Request for Proposal.

DELIVERY OF PROPOSALS: The proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the bidder's sole responsibility to see that their proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder as not accepted.

MODIFICATIONS AND ALTERNATIVE PROPOSALS: Unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. The complete proposal forms shall be without interlineations, alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Alternative proposals will not be considered unless called for. No oral, telegraphic or telephonic proposals or modifications will be considered.

WITHDRAWAL OF PROPOSAL: The proposal may be withdrawn upon request by the bidder without prejudice to themselves prior to, but not after, the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or their duly authorized representative and is filed with the Community Services Director. No proposal may be withdrawn during the period of sixty (60) days after the opening of proposals.

PROPOSAL GUARANTEE: Each proposal shall be accompanied by cash or by a cashier's or certified check or by a bid bond in the amount of ten percent (10%) of the amount of the bid price payable to the City of La Palma as a guarantee that the bidder, if their proposal is accepted, will promptly execute the contract, secure payment of workers' compensation insurance and furnish a satisfactory faithful performance bond in the amount of one hundred percent (100%) of the total bid price and a labor and material bond in the amount of one hundred percent (100%) of the total bid price. The bidder whose proposal is accepted must

enter into a contract within fifteen (15) days after written notice of the award and furnish the necessary bonds and insurance as hereinafter provided. In case of refusal or failure to enter into said contract, the cash, check or bond, as the case may be, shall be forfeited to the City. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the City, which is bound herein, and is properly filled out and executed.

DISCREPANCIES IN PROPOSALS: In case of discrepancy between words and figures, the words shall prevail. If the amounts bid on individual items (if called for) do not in fact add up to the total amount shown by the bidder, the correctly added total of the individual items shall prevail over the total figure shown by the bidder if there is a discrepancy between these figures. The estimated quantities and amount are for the purpose of comparison of bids only.

COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the proposal. To this end, each proposal shall be supported by a statement of the bidder's experience on the form entitled "Information Required of Bidder" bound herein. No proposal for this work will be accepted from a Contractor who is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code. The licensing requirements for Contractors shall apply also to subcontractors.

BIDDER'S EXAMINATION OF SITE: Each bidder shall examine carefully the site of the proposed work and the Contract Documents therefore. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality and quantity of materials to be furnished; and as to the requirements of the Contract Documents, specifications, and drawings. The name of the individual who examined the site of the work and the date of such examination shall be stated in the form entitled "Information Required of Bidder" in the space provided therefore.

DISQUALIFICATION OF BIDDERS: More than one proposal from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future proposals.

RETURN OF PROPOSAL GUARANTEES: Within ten (10) days after award of the contract, the City will return the proposal guarantees accompanying such of the proposals as are not considered in making the award. All other proposal guarantees will be held until the contract has been finally executed. They will then be returned to the respective bidders whose proposals they accompany.

AWARD OF CONTRACT: Bids will be compared on the basis of the lowest possible cost and the contract, if awarded, will be awarded to a responsible bidder whose proposal complies with the requirements of these Contract Documents. The award, if made, will be made within sixty (60) days after the opening of the proposals, provided that the award may be made after said period if the successful bidder shall not have given the City written notice of the withdrawal of their bid.

EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the City on the Agreement provided in the Contract Documents, and shall secure all insurance and bonds as herein provided within fifteen (15) days from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such bidder's guarantee shall be likewise forfeited to the City. The work may then be re-advertised.

INSURANCE AND BONDS: The Contractor shall comply with the insurance requirements in the General Provisions which are incorporated herein by this reference. The Contractor shall not commence work under the contract until they have secured all insurance and bonds required under the Contract Documents, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been obtained. All insurance issued in compliance with this section shall be issued in the form, and by an insurer or insurers, satisfactory to and first approved by the City in writing.

The Contractor shall maintain adequate workers' compensation insurance under the laws of the State of California for all labor employed by them or by any subcontractor under them who may come within the protection of such workers' compensation insurance laws. At the time of execution of the contract, the Contractor shall provide the certificate regarding workers' compensation insurance as indicated in Page I-1 of these Contract Documents.

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds guaranteeing faithful performance by the Contractor of all requirements under these Contract Documents and upon the payment of claims of material, persons and laborers thereunder. The faithful performance bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal. The labor and material bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal. No bond will be accepted unless it conforms substantially to the forms furnished by the City, which are bound herein, and is properly filled out and executed.

EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the bidder's financial resources, their construction experience and their organization and plant facilities available for the performance of the contract.

LISTING OF SUBCONTRACTORS: Each bidder shall submit a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following). The form entitled "Information Required of Bidders" shall be used for this purpose.

STANDARD SPECIFICATIONS: All work embraced herein shall be accomplished in accordance with the Technical Parts of the Standard Specifications for Public Works Construction, latest edition plus any supplements, published by BNi Publications, Inc., 1612 S. Clementine Street, Anaheim, California 92802 (hereinafter referred to as the "Standard Specifications"). For purposes of the Special Provisions, "Technical Parts" refers to all parts of the Standard Specifications other than Part 1 – General Provisions. The Contractor's attention is drawn to the fact that the latest edition (not the latest edition at the time the Notice Inviting Sealed Bids is signed by the Community Services Director or City Engineer) of the Technical Parts of the Standard Specifications applies to the Project. The Technical Parts of the Standard Specifications are incorporated herein as truly as if fully set forth herein, except as modified by the Contract Documents. Where provisions of the Technical Parts of the Standard Specifications and the Contract Documents conflict, the Contract Documents shall prevail.

WATER POLLUTION: The contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct their operations so as to prevent Portland cement, mud, silt, or other materials from entering the surface drainage structures of the adjoining streets and the underground storm drainage system.

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed thereof.

SOUND CONTROL REQUIREMENTS: The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the Project without said muffler.

The noise level from the Contractor's operations, between the hours of 8:00 P.M. and 7:00 A.M., shall not exceed 86 dBA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

SAFETY: In addition to the requirements specified in Subsection 7-10 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, and "Manual on Uniform Traffic Control

Devices". Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Community Services Director may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at their expense. Should the Community Services Director or point out the inadequacy of warning and protective measures, such action on the part of the Community Services Director shall not relieve the Contractor from responsibility for public safety or abrogate their obligation to furnish and pay for these devices.

Prior to beginning any construction, the Contractor shall furnish the Community Services Director with emergency phone numbers where they or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the Community Services Director within 2 hours.

TRAFFIC AND ACCESS: The Contractor shall provide safe and continuous passage for pedestrians at all times. Emergency vehicles shall be permitted to pass through the work area without delay at all times.

NOTIFICATION OF AFFECTED RESIDENCES AND BUSINESSES: Written notification shall be provided to residences and businesses fronting the Project alignment. Notify these parties 72 hours in advance of construction that will affect these properties. Door hangers or other means of notification shall be submitted to and approved in advance by the Community Services Director.

OTHER PERMITS, FEES, AND LICENSES: The Contractor shall, prior to the start of construction, obtain a "Construction Permit" from the City of La Palma's Community Development Department, said permit being a "no-fee" permit.

In addition to the requirements above noted, the Contractor shall possess a valid City of La Palma Business License at the time of application for the Construction Permit and for the duration of the contract.

PAYMENT: The lump sum or unit price paid for contract bid items shall include full compensation for furnishing all labor, materials, testing, tools, equipment and incidentals for constructing complete in place, as shown on the Plans, in these specifications, or as directed by the Community Services Director.

PROPOSAL FORM

FIRM
NAME: _____

ADDRESS: _____

TELEPHONE: _____

FOR

**CENTRAL PARK BASKETBALL & TENNIS COURT RESURFACING
(CITY PROJECT NO. 23-PRK-01)**

CITY OF LA PALMA, CALIFORNIA

(One copy shall be completed and submitted as the bid;
the other shall be the bidder's file copy.)

PROPOSAL FOR

**CENTRAL PARK BASKETBALL & TENNIS COURT RESURFACING
(CITY PROJECT NO. 23-PRK-01)**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LA PALMA:

In compliance with the Notice Inviting Bids, the undersigned hereby proposes and agrees to perform all the work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefore, in accordance with the plans and specifications therefore, known as **CENTRAL PARK BASKETBALL & TENNIS COURT RESURFACING, City Project No. 23-PRK-01**, which are on file in the office of the Community Services Director of the City of La Palma; and the undersigned agrees to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Community Services Director of the City of La Palma, duly appointed for said work in the matter of **“CENTRAL PARK BASKETBALL & TENNIS COURT RESURFACING, City Project No. 23-PRK-01”** on file in the office of the Community Services Director of the City of La Palma, and further agrees to enter into a contract therefore in the time, form and manner provided by law at the following prices, to wit:

DESCRIPTION	UNITS	QUANTIT Y	TOTAL
1. Two tennis court resurfacing (including preparation, application of acrylic resurfacer, and playing lines per this request for bids)	Lump Sum	1	\$
2. Three basketball court resurfacing (including preparation, application of resurfacer, and playing lines per this request for bids)	Lump Sum	1	\$
3. Tennis net posts painting	Lump Sum	1	\$
BASE BID TOTAL			\$

Total Base Bid Amount (Written):

_____ DOLLARS AND CENTS

BID ALTERNATE DESCRIPTION	UNITS	QUANTIT Y	TOTAL
4A. To include the above project specifications with four (4) pickleball court markings to be drawn on top of two (2) of the three (3) basketball courts.	Lump Sum	1	\$
BID ALTERNATIVE BID TOTAL			\$

Total Bid Alternate Amount (Written):

_____ DOLLARS AND CENTS

Note: Contract may be awarded based on the total bid price [Items 1-3 + bid alternate 4A] to the lowest responsible bidder; or the City reserves the right to award a contract based on any combination of the bid items and/or inclusion or exclusion of bid alternative items.

Attached is a bidder's bond, certified check, or cashier's check No. _____ of the _____ Bank, for _____ Dollars (\$ _____), payable to the City of La Palma, California, which is not less than ten percent (10%) of this bid, and which is given as a guarantee that the undersigned will enter into the contract, if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with the necessary bonds, within the time limits above specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of La Palma, California. The City Council of the City of La Palma reserves the right to reject any and all bids. The undersigned further agrees, in case of award, to the execution of the contract for the within described work and improvements, within fifteen (15) days following written notice of award of contract. All work to be done under this contract shall be completed within the time period set forth in the Notice Inviting Sealed Bids. The bid is submitted in response to the Notice Inviting Sealed Bids attached hereto, and pursuant to all of the proceedings of the City Council of the City of La Palma heretofore had and taken to date. The names of all persons, firms and corporations interested in the foregoing Proposal as principals are as follows:

The undersigned are prepared to satisfy the City Council of the City of La Palma of their ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

NOW, THEREFORE, in compliance with the Contract Documents and all the provisions stipulated therein, the undersigned, with full cognizance thereof, proposes to perform the entire Project for the prices set forth hereinbefore.

Dated: _____

Signature of Authorized Officer

Print Name

Title

Firm Name

Firm Address

CITY OF LA PALMA

BID BOND

**CENTRAL PARK BASKETBALL & TENNIS COURT RESURFACING
(CITY PROJECT NO. 23-PRK-01)**

KNOW ALL PERSONS BY THESE PRESENTS that we _____
_____ as PRINCIPAL (hereinafter referred
to as "Bidder"), and _____ as
SURETY, are held and firmly bound unto the CITY OF LA PALMA, CALIFORNIA,
(hereafter referred to as the "City") in the penal sum of _____
_____ Dollars (\$ _____) (which is
ten percent (10%) of the total amount bid by Bidder to City for the above stated Project)
lawful money of the United States of America, for the payment of which sum, well and
truly to be made, we bind ourselves, our heirs, executors, administrators and successors,
jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas Bidder has
submitted a bid to City to perform all work required under the Contract Documents for the
above stated Project, if said Bidder is awarded a contract by said City and within the time
and in the manner required under the heading "Instructions to Bidders," bound with said
Contract Documents, enters into a written contract on the form of "Agreement," bound
with said Contract Documents, and furnishes the required bonds, to guarantee faithful
performance and payment of labor and material, and furnishes certificates as evidence
of required insurance coverage, then this obligation shall be null and void; otherwise this
obligation shall remain in full force and effect and shall be forfeited to the City. In the
event suit is brought upon this bond by said City and judgment is recovered, said Surety
shall pay all costs incurred by said City in such suit, including reasonable attorney fees to
be fixed by the Court.

WITNESS our hands this _____ day of _____, 20____.

BIDDER (seal)

SURETY (seal)

By: _____
(Name and Title)

By: _____
(Name and Title)

(Mailing address of BIDDER)

(Mailing address of SURETY)

(NOTARIAL ACKNOWLEDGMENT
OF BIDDER)

(NOTARIAL ACKNOWLEDGMENT
OF SURETY)

INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1. Address _____

2. Telephone & Email Address _____

3. Type of Firm _____
(Individual, Partnership, or Corporation)

4. Corporation organized under the laws of the State of _____

5. Contractor's License No., Class & Expiration Date; DIR Registration No:

6. List the names and addresses of all members of the firm or name and titles of all officers of the corporation:

7. Number of years of experience as a contractor in construction work _____

8. List at least three projects completed as of recent date that includes tennis court resurfacing.

Contract Amount	Class of Work	Date Completed	Name, Contract, Phone Number and Email of Owner

9. List the name of the person who inspected the site of the proposed work for your firm:

Date of Inspection _____

10. If requested by City, the bidder shall furnish a notarized financial statement, financial data or other information and reference sufficiently comprehensive to permit an appraisal of their current financial condition.

11. List the name and address of each subcontractor who will perform work in or about the work or improvement and indicate what part of the work will be done by each such subcontractor.

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Dated: _____

Signature of Authorized Officer

Print Name

Title

Firm Name

Firm Address

CONTRACTOR'S LICENSE DECLARATION

The undersigned declares that they is _____(title) of _____(firm), the party making the foregoing Bid (hereinafter, the "Bidder").

1. Bidder's Contractors License Number is as follows: _____.
2. Bidder's Contractors License Class is as follows: _____.
3. The expiration date of Bidder's Contractor's License is _____, 20____.
4. Bidder acknowledges that Section 7028.15(e) of the Business and Professions Code provides as follows:

"Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid."

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____, at _____ (insert city and state where declaration signed).

Signature

Print Name

**NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Name: _____

Title: _____

Signature: _____

(NOTARIAL ACKNOWLEDGMENT)

AGREEMENT

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction (“Agreement”), made and entered into this day of _____, by and between the City of La Palma, a municipal corporation of the State of California, hereinafter referred to as the “City”, and [**Contractor**], hereinafter called and referred to as the “Contractor.” The Contractor and the City are hereafter together referred to as the “Parties” and each individually as a “Party.”

WITNESSETH:

RECITALS: This Agreement is made and entered into with respect to the following facts:

That City desires to obtain through the Contractor the services set forth and described in the Scope of Work attached hereto as Exhibit “A” and incorporated herein by this reference (hereinafter, the “Contractor Services”).

That the Contractor represents to the City that the Contractor is well qualified to perform the Contractor Services by reason of Contractor’s training, expertise, experience, and background.

That the public interest, convenience and necessity require that the City obtain the Contractor Services upon the terms and conditions set forth herein.

That the City and the Contractor mutually desire to enter into this Agreement for the provision of the Contractor Services by the Contractor for and on behalf of the City, in accordance with the terms and conditions set forth herein.

SERVICES:

Provision of Contractor Services: During the term of this Agreement, the Contractor shall provide the Contractor Services as set forth in Exhibit “A.” Time is of the essence for this Agreement.

Additional Services: If the City desires to add additional services or service locations not specifically described in Exhibit A (“Additional Services”), the City shall notify the Contractor thereof at least thirty (30) days in advance of the time such Additional Services shall commence. The Contractor shall perform such Additional Services, and compensation for the work performed shall be paid by the City in accordance with the Budget and Fee Schedule attached hereto as Exhibit “B” and incorporated herein by this reference, or as otherwise may be agreed in writing by the City and the Contractor. It is expressly understood by the Contractor that the provisions of this Section 2(b) shall not apply to services specifically set forth in Exhibit “A” or reasonably contemplated therein. The Contractor hereby acknowledges that it accepts the risk that the services to be provided contrary to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefor. Unless

contradictory of this Section 2(b), all provisions in this Agreement applicable to the Contractor's performance of the Contractor Services shall also apply to the Additional Services.

Standard of Performance: In performing the Contractor Services, the Contractor shall use the skill and care that a highly specialized professional with significant expertise in the field, would use under similar circumstances. To the extent that the Contractor retains subcontractors to perform any portion of any of the Contractor Services, the Contractor has a duty to the City to ensure that the tasks and services performed by such subcontractors meet the same highly specialized professional level, skill, and expertise expected of the Contractor.

Labor, Equipment, Materials: The Contractor shall equip itself with all necessary labor, equipment and materials to perform the services specified in this Agreement. The Contractor represents that the Contractor Services will be performed by the Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable Federal, State and local law to perform such tasks and services. The Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of the Contractor Services and as required by law. The Contractor shall at all times ensure that all goods, materials, equipment or personal property included within the Contractor Services shall be of good quality, fit for the purpose intended.

Work Site: The Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the Contractor Services. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the Contractor Services, the Contractor shall immediately inform the City of such fact in writing and shall not proceed except at the Contractor's risk until written instructions are received from the City Representative.

Independent Contractor: It is understood and agreed that all Contractor Services, and all services, labor, equipment and materials furnished in conjunction therewith shall be furnished by the Contractor as an independent contractor, subject to the inspection and approval of the City, or the City Representative (defined below). The City shall have the right to control the Contractor only as to results of the Contractor's services rendered pursuant to this Agreement, and the City shall not have the right to control the means by which the Contractor accomplishes the services performed under this Agreement.

AUTHORITY OF THE CITY REPRESENTATIVE:

City Representative: The "City Representative" shall be [**CITY REPRESENTATIVE**] of the City of La Palma, acting personally or through his or her duly authorized agents, each agent acting only within the scope of authority delegated to him or her.

Scope of Authority. The City Representative shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work. The City Representative shall further decide all questions which may arise as to the acceptable fulfillment of this Agreement on the part of the Contractor; and all questions as to claims and compensations. The City Representative's decisions shall be final, and the City Representative shall have authority to enforce and make effective such decisions and to order that the Contractor carry out such decisions promptly.

TERM OF AGREEMENT: This Agreement shall commence and terminate on the dates set forth in Exhibit "A". However, either Party, at its discretion, shall have the right to terminate this Agreement at any time by giving thirty (30) days advance written notice.

COMPENSATION:

Amount of Compensation. Compensation will be determined according to the Budget and Fee Schedule set forth in Exhibit "B".

Invoices. The Contractor shall invoice the City on a monthly basis for all work performed by the Contractor under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by the Contractor during the month covered by the invoice. All charges for labor or professional services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with Exhibit "B". Within thirty (30) days of receipt of an invoice, and upon determination by the City that the invoice is in order and that the Contractor has performed all requested or required services in a timely and competent manner, the City shall pay such invoice.

Record of Payment. The Contractor shall maintain records on all services for and charges to the City under this Agreement for a period of not less than twenty-four (24) months, or for any longer period required by law, after the termination of this Agreement, and make such records available for review and audit if requested by the City at any time during the term, or within twenty-four (24) months, or for any longer period required by law, after the termination of this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

LICENSES, PERMITS, APPROVALS, FEES:

The Contractor must possess at the time of commencing work and throughout the duration of this Agreement, a Contractor's License, issued by the State of California, which is current and in good standing. The Contractor shall ensure that any subcontractor working on the Contractor Services possesses at the time of commencing work and throughout the duration of such subcontractor's work on the Contractor Services, a Contractor's License, issued by the State of California, which is current and in good standing. The Contractor shall take out and maintain during the life of this Agreement a valid City Business License.

The Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Contractor Services prior to commencing work. The Contractor and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Contractor Services. The Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Contractor Services, and shall indemnify, defend and hold harmless the City and City Personnel against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against the City hereunder.

INSURANCE AND LIABILITY: The Contractor shall not commence work under this Agreement until it has secured all types and amounts of insurance required under this Section, nor shall it allow any subcontractor to commence work on any subcontract to this Agreement until all similar insurance required of the subcontractor has been obtained. Without limiting the Contractor's indemnification obligations, the Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. In the event that the Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

Insurance Coverage Required: The policies and amounts of insurance required hereunder shall be as follows:

Commercial General Liability (including premises and operations, contractual liability, personal injury, death, and independent contractor liability): Not less than Three Million Dollars (\$3,000,000.00) per occurrence.

Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), combined single limit, per occurrence for bodily injury, death, and property damage.

Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for the Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, the Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

Umbrella or Excess Liability Insurance that will provide bodily injury, personal injury, death, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general

liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Contractor's Insurance General Requirements:

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Commercial General Liability, Automobile Liability, and Employer's Liability shall name the City, and its elected and appointed boards, members, officials, officers, agents, representatives, employees, and volunteers (collectively hereinafter "City and City Personnel") as additional insureds and contain no special limitations on the scope of protection afforded to the City and City Personnel. All insurance provided hereunder shall include the appropriate endorsements.

All insurance policies shall be primary insurance and any insurance or self-insurance maintained by the City and/or City Personnel shall be in excess of the Contractor's insurance and shall not contribute with it.

All insurance policies shall be "occurrence" rather than "claims made" insurance.

All insurance policies shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.

All insurance policies shall be endorsed to state that the insurer shall waive all rights of subrogation against the City and City Personnel.

All insurance policies shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by the City.

All insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

All insurance policies shall state that the City shall not be liable for the payment of premiums or assessments under the policy.

Insurance policies shall not contain any limiting provision or endorsement that has not been submitted to the City for approval. By way of example, additional insured endorsements shall not be limited to "ongoing operations," exclude contractual liability, restrict coverage to the "sole" liability of the Contractor, or contain any other limitation contrary to this Agreement.

Deductibles: Any deductibles or self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved in writing by the City.

Evidence of Coverage: The Contractor shall furnish the City with certificates of insurance demonstrating the coverage required by this Agreement which shall be received and approved by City not less than five (5) working days before work on the Contractor Services commences. At least thirty (30) days prior to the expiration of any policy of insurance required under this Agreement, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with the City.

Workers Compensation Insurance: The Contractor shall file with City the following signed certification:

"I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to City before execution of the Agreement."

In the event the Contractor has no employees requiring the Contractor to provide Workers' Compensation Insurance, the Contractor shall so certify to the City in writing prior to the City's execution of the Agreement. The City and City Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to workers' compensation.

Default of Insurance Requirements: In addition to any other remedies at law or equity the City may have if the Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time required by this Section, the City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies the City may have and are not the exclusive remedy for the Contractor's breach: (1) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement; (2) that becomes due to the Contractor hereunder, or both, until the Contractor demonstrates compliance with the insurance requirements herein; and/or (3) Immediately terminate this Agreement.

INDEMNIFICATION:

The Contractor shall indemnify, defend with legal counsel approved by the City, and hold harmless the City, City Personnel from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature ("Claims") arising out of or in connection with the Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both the City and the Contractor, or should the City otherwise find the Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to Claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

The Contractor's obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by the City or City Personnel. However, without affecting the rights of the City under any provision of this agreement, the Contractor shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of the City, provided such active negligence is determined by agreement between the Parties or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where the City's active negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

The Contractor hereby authorizes the City to deduct from any amount payable to the Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to

compensate the City for any losses, costs, liabilities, or damages suffered by the City, and all amounts for which the City may be liable to third parties, by reason of the Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform the Contractor's obligations under this Agreement. The City in its sole and absolute discretion, may withhold from any payment due to the Contractor, without liability for interest, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or withhold shall not act as a waiver of the Contractor's obligation to pay the City any sums the Contractor owes the City.

OBSERVING LAWS AND ORDINANCES: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and City ordinances and regulations which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in this Agreement in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the City Representative in writing. The Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, indemnify, hold harmless, and defend to the fullest extent permitted by law the City and City Personnel, and the City Representative, and all of their respective officers, employees, and representatives against any claim or assertion of liability, or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or by its agents, representatives, employees, or subcontractors.

NON-DISCRIMINATION: The Contractor shall not discriminate against any employee or applicant for employment because of any impermissible classification pursuant to Federal or State law, including, but not limited to, race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status. The Contractor shall incorporate the foregoing provisions in all subcontracts..

PATENTED AND COPYRIGHTED MATERIALS: The Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by the Contractor under this Agreement. Pursuant to Section 8 herein, the Contractor shall indemnify, defend (with legal counsel acceptable to the City), and hold the City and City Personnel harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

PREVAILING WAGE REQUIREMENTS:

Public Work: The Contractor hereby expressly acknowledges and agrees that the City has never previously affirmatively represented to the Contractor, its employees or agents in writing or otherwise that the work to be covered under this Agreement is not a "public work," as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the project, including, without limitation, any public work (as defined by applicable law), if any, the Contractor shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the

implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, the City will enforce all penalties required by law for the Contractor's failure to pay prevailing wages.

Labor Code of California: The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

In accordance with Sections 1773 and 1773.2 of the Labor Code, the City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with the City's principal office and are available to any interested party on request. The Contractor shall post a copy of the prevailing rate of per diem wages at each job site.

The Contractor is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. Pursuant to Labor Code Section 1771.4, the Contractor must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

Pursuant to Labor Code Section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit \$25 for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that the Contractor will be responsible for obtaining compliance therewith on the part of any and all sub-Contractors or subcontractors employed by him or her in connection with this Agreement.

Pursuant to Labor Code Section 1775, it is hereby stipulated that the Contractor shall, as a penalty to the City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Contractor Services by the Contractor or any sub-Contractor or subcontractor.

Bidding Eligibility: Pursuant to Labor Code Section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

DIR Monitoring: Pursuant to Labor Code Section 1771.4, Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

CONFLICTS OF INTEREST:

City Personnel. No City Personnel shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. The Contractor shall not employ any such person while this Agreement is in effect.

Contractor. The Contractor represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of the Contractor's obligations and responsibilities under this Agreement. The Contractor further agrees that while this Agreement is in effect, the Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of the Contractor's obligations and responsibilities under this Agreement. The Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), the City may determine the Contractor to be a "consultant" as that term is defined by the Act. In the event the City makes such a determination, the Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by the City. In such event, the Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by the City.

NO UNDUE INFLUENCE: The Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Contractor, or from any officer, employee, or agent of the Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. The Contractor further warrants that it has not employed or retained any company or person

other than a bona fide employee working for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ASSIGNMENT: The Contractor shall not assign, hypothecate, or otherwise transfer this Agreement or any portion hereof, without first obtaining the written consent of the City. If such an assignment, hypothecation, or transfer is made or attempted by the Contractor, the assignment, hypothecation, or transfer shall be void; and the City, at its sole option, may terminate this Agreement upon the giving of a 24-hour written notice to the Contractor of such termination.

PERFORMANCE: If the Contractor should neglect to prosecute the work to the City's satisfaction, or, in the City's reasonable discretion, fail to perform any provisions of this Agreement, the City, after five (5) days written notice to the Contractor, may without prejudice to any other remedy the City may take appropriate action, including but not limited to any of the following: (1) meeting with the Contractor, its agents or subcontractors to review the quality of the work and resolve matters of concern; (2) requiring the Contractor to have the work repeated at no additional fee until it is satisfactory; (3) withholding payment of the City's compensation to the Contractor for any unsatisfactory work performed; (4) suspending delivery of work to the Contractor for an indefinite time; (5) making good such deficiencies and deducting the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the City Representative shall approve such action and certify the amount thereof to be charged to the Contractor; and/or (6) terminating this Agreement. Except as may be expressly set forth in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies to which such Party may be entitled.

FORCE MAJEURE: Any time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the City or the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay ("Force Majeure Event"). If the Contractor is the delaying Party, the City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City such delay is justified. The City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall the Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Contractor's sole remedy shall be an extension of this Agreement pursuant to this section. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes

in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. The current events related to the COVID-19 pandemic are known and shall not constitute Force Majeure Event, future impacts of the COVID-19 pandemic may be considered a Force Majeure Event to the extent that they prevent the performance of a Party's obligations under this Agreement.

NOT AN AGENT OF THE CITY: The Contractor is an independent contractor. Except as the City may specify in writing, the Contractor shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. This Agreement does not grant to the Contractor any authority, express or implied, to bind the City to any obligation whatsoever.

NO BENEFIT TO ARISE TO CITY EMPLOYEES: No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Contractor Services to be performed under this Agreement.

PARTY ADDRESSES: Any notice, payment, or instrument required or permitted to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows, or to such other address provided by a written notice from one party to the other:

If to the City: City of La Palma
7822WalkerStreet
La Palma, CA 90623
Attn: [CITY REPRESENTATIVE NAME]

If to the Contractor: _____

WARRANTY: The Contractor warrants all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. The Contractor agrees that for a period of one (1) year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, the Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at the Contractor's sole cost and expense. The Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by the Contractor's defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, the Contractor's obligation hereunder

to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. The Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by the Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and the Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. This provision may be waived in Exhibit A if the Contractor Services hereunder do not include construction of any improvements or the supplying of equipment or materials.

ATTORNEYS' FEES: In any action or proceeding between the Parties hereto seeking interpretation or enforcement of any of the terms or provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to and recover from the other Party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding.

SEVERABILITY: If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

EXECUTION: The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

NO WAIVER: No waiver by either Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

NO THIRD-PARTY BENEFICIARIES: This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this

Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

NON-LIABILITY OF CITY PERSONNEL: No City Personnel shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to the Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

VENUE: Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and the Contractor agrees to submit to the personal jurisdiction of such court.

SURVIVAL: The terms, provisions, representations and certification contained in this Agreement, or inferable therefrom, shall survive the termination of this Agreement and the payment of the compensation hereinabove provided.

SECTION HEADINGS AND SUBHEADINGS: The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

INTEGRATION, CONSTRUCTION, AND AMENDMENT: This Agreement contains the entire understanding of the Parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement shall be construed and interpreted with and shall be governed and enforced in all respects according to the laws of the State of California and as if drafted by both Parties. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, signed by all the Parties hereto. The City Representative is hereby authorized to approve amendments to this Agreement to the extent permitted by applicable law.

COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

SPECIAL PROVISIONS: Any special provisions applicable to this Agreement are set forth in EXHIBIT "C", attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the City Council of the City of La Palma caused the Agreement to be subscribed by its Mayor and said Contractor has executed or caused this Agreement to be executed by its duly authorized officer(s).

CITY OF LA PALMA

By: _____
[Mayor or City Manager]

ATTEST:

Kimberly Kenney, CMC
City Clerk

CONTRACTOR

By: _____

[Title]

By: _____

[Title]

APPROVED AS TO FORM:

RUTAN & TUCKER

By: _____
City Attorney, City of La Palma

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
_____ (hereinafter referred to as "Contractor") as
PRINCIPAL, and _____
as SURETY, are held and firmly bound unto the CITY OF LA PALMA, CALIFORNIA,
(hereinafter referred to as the "City") in the sum of _____
_____ Dollars (\$ _____) (this amount
being not less than one hundred percent (100%) of the total bid price of the contract awarded
by the City to the Contractor), lawful money of the United States of America, for the payment
of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contractor has
been awarded and is about to enter into the annexed contract with said City for consideration
of the work under the specification entitled "**CENTRAL PARK BASKETBALL & TENNIS
COURT RESURFACING, City Project No. 23-PRK-01**", and is required by said City to give
this bond in connection with the execution of said contract.

NOW, THEREFORE, whenever Contractor shall be, and is declared by the City to be, in
default under the Contract, the City having performed the City's obligations thereunder, the
Surety shall promptly either remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and
conditions, and upon determination by Surety of the lowest responsible Bidder,
arrange for a contract between such Bidder and the City, and make available as work
progresses (even though there should be a default or succession of defaults under
the Contract or Contracts of completion arranged under this Paragraph) sufficient
funds to pay the cost of completion less the balance of the contract price, but not
exceeding, including other costs and damages for which Surety may be liable here-
under, the amount set forth in the first executory Paragraph hereof. The term
"balance of the contract price" as used in this Paragraph shall mean the total amount
payable to Contractor by the City under the Contract and any modifications thereto,
less the amount properly paid by the City to the Contractor.

Surety expressly agrees that the City may reject any contractor or subcontractor (in
accordance with the Contract Documents for this Contract) that may be proposed by Surety
in fulfillment of its obligations in the event of default by the Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation
other than the City named herein or the successors or assigns of the City.

Surety and Contractor shall provide City notice thirty (30) calendar days prior to any
modification, renewal, or termination of this bond.

If said Contractor shall well and truly do and perform all the covenants and obligations of said contract on their part to be done and performed at the time and in the manner specified herein; then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or the Surety thereunder, nor shall any extension of time granted under the provisions of said contract release either said contractor or said Surety and notice of such alterations or extensions of the contract is hereby waived by said Surety.

In the event suit is brought upon this bond by said City and judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including reasonable attorney fees to be fixed by the Court.

WITNESS our hands this _____ day of _____, 20_____.

(seal)
Contractor

(seal)
Surety

By: _____
(Name and Title)

By: _____
(Name and Title)

(Mailing address of Contractor)

(Mailing address of Surety)

(NOTARIAL ACKNOWLEDGMENT
OF CONTRACTOR)

(NOTARIAL ACKNOWLEDGMENT
OF SURETY)

LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
_____ (hereinafter referred to as "Contractor") as
PRINCIPAL, and _____
as SURETY, are held and firmly bound unto the CITY OF LA PALMA, CALIFORNIA,
(hereinafter referred to as the "City") in the sum of _____
_____ Dollars (\$ _____) (this amount
being not less than one hundred percent (100%) of the total bid price of the contract awarded
by the City to the Contractor), lawful money of the United States of America, for the payment
of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contractor has
been awarded and is about to enter into the annexed contract with said City for construction
of the work under the specification entitled, "**CENTRAL PARK BASKETBALL & TENNIS
COURT RESURFACING, City Project No. 23-PRK-01**" and is required by said City to give
this bond in connection with the execution of said contract.

NOW, THEREFORE, if said Contractor in said contract, or subcontractor, fails to pay for any
materials, provisions, provender or other supplies, or for the use of implements or
machinery, used in, upon, for or about the performance of the work contracted to be done,
or for any work or labor thereon of any kind, or for amounts due under the Unemployment
Insurance Act with respect to such work or labor, said Surety will pay for the same, in an
amount not exceeding the sum specified above, and also in case suit is brought upon this
bond, a reasonable attorney's fee, to be fixed by the court. This bond shall inure to the
benefit of the City and of any persons, companies, or corporations, or their respective
assigns, entitled to file claims under applicable State law, including, but not limited to,
California Civil Code Section 3181.

Surety and Contractor shall provide City notice thirty (30) calendar days prior to any
modification, renewal, or termination of this bond.

PROVIDED, that any alterations in the work to be done, or the materials to be furnished,
which may be made pursuant to the terms of said contract, shall not in any way release
either said Contractor or said Surety thereunder nor shall any extensions of time granted
under the provisions of said contract release either said Contractor or said Surety, and notice
of such alterations or extensions of the contract is hereby waived by said Surety.

In the event suit is brought upon this bond by said City and judgment is recovered, said
Surety shall pay all costs incurred by said City in such suit, including reasonable attorney
fees to be fixed by the Court.

WITNESS our hands this _____ day of _____, 20____.

_____(seal)
Contractor

_____(seal)
Surety

By:_____
(Name and Title)

By:_____
(Name and Title)

(Mailing address of Contractor)

(Mailing address of Surety)

(NOTARIAL ACKNOWLEDGMENT
OF CONTRACTOR)

(NOTARIAL ACKNOWLEDGMENT
OF SURETY)

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700 reads, in part:

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

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to their employees.

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

Signed, this _____ day of _____, 20_____.

Name: _____

Title: _____

Signature: _____

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

SPECIFICATIONS FOR
CENTRAL PARK BASKETBALL & TENNIS COURT RESURFACING
(CITY PROJECT NO. 23-PRK-01)

DESCRIPTION OF WORK: The City of La Palma is requesting bids for resurfacing and repair work to the two (2) existing tennis courts and three (3) existing basketball courts at Central Park. The sites include (a) two side-by-side tennis courts measuring 120 feet x 120 feet enclosed by a perimeter fence and (b) three side-by-side basketball courts measuring 160 feet x 85 feet enclosed by a perimeter fence. Work shall eliminate all cracks and surface deterioration to bring the courts to like-new conditions. Works includes the removal and replacement of the existing surface, installation of new acrylic surfacing with colored areas, tennis striping, basketball striping, sanding and repainting of the tennis net posts, and removal and disposal of existing improvements.

MATERIALS DELIVERY, STORAGE, AND HANDLING: The contractor shall:

1. Deliver materials to site in manufacturer's original, unopened containers and packaging with labels clearly identifying the product name and manufacturer.
2. Store and handle materials in accordance with manufacturer's instructions.
3. Keep materials in manufacturer's original, unopened containers and packaging until application.
4. Store materials in clean, dry areas, out of direct sunlight and prevent from freezing.
5. Protect materials during storage, handling, and application to prevent contamination or damage. Close containers when not in use.

MATERIAL SPECIFICATIONS: The City prepared the following specifications for this project as described further below. The City will consider any product/service that meets or exceeds the minimum requirements. The Contractor will provide all the necessary services and materials for the courts listed and located in La Palma, CA per the following specifications.

1. **RESURFACING MATERIALS:** The Contractor shall identify the manufacturer of the product chosen and submit, along with the bid, the manufacturer's product data, including surface and crack preparations, application instructions, and color samples.
 - a. Tennis Courts: Approved materials must meet the United States Tennis Association (USTA) Standards
 - b. All acrylic materials must be the products of a single manufacturer. Only collegiate/professional-grade acrylic color coatings with an International Tennis Federation (ITF) speed rating will be accepted. Acrylic color mixed with locally purchased sand is not acceptable. Play area to be blue with border area green, to match existing.
 - c. Basketball Courts: Approved materials shall match those of the tennis

- courts. Play area to be green with border area, keys, and half-court circles to be blue, to match existing.
2. **ACRYLIC RESURFACING APPLICATION:** All courts will be resurfaced to match existing colors with white lines painted for courts. Work shall include:
 - a. **Cleaning:** All surfaces shall be thoroughly cleaned with pressure; loose material scraped and removed. The surface shall be free of oil, grease, dirt, debris, tool marks, ridges, and valleys. Vacuum recovery is required for the use of hydro-blasting/pressure washing. All solids and water shall be collected and disposed of properly and cannot enter the storm drain system.
 - b. **Repairs:** Prior to applying material, level any depressions 1/8" or deeper with Court Patch Binder in accordance with manufacturer's instructions. Cracks shall be cleaned, dried, filled, and sealed, such that there are no ridges. All repairs shall be made prior to the squeegee application of Acrylic Resurfacer.
 - c. **Sandblasting:** The surfaces of all the courts will be sandblasted prior to the application of any new fillers or surface systems.
 - d. **Filler Course (Acrylic Resurfacer):** Filler course shall be applied to the clean underlying surface in one application, according to manufacturer's instructions. The filler course shall be applied with 60-80 mesh silica sand at all the courts. Acrylic Resurfacer may be used to pre-coat depression and crack/hole repairs to achieve better planarity prior to filler course application. Allow to dry thoroughly.
 - e. **Color Surface System:** Acrylic color playing surface shall be applied on the clean, dry underlying surface in accordance with manufacturer's instructions. Two (2) coats of acrylic color playing surface shall be applied to all of the courts.
 - f. Do not apply tennis court surface color coating when air or surface temperatures are below 50 degrees F during application or within 24 hours after application. Do not apply tennis court surface color coating when rain is expected during application or within 24 hours after application. Allow material drying times in accordance with manufacturer's instructions before applying materials or opening completed surface to foot traffic.
 - g. **Ti-Coat Primer/Sealer:** One coat of Ti-coat primer/sealer (Plexipave, Latexite, or similar) shall be applied on all of the courts following the application of the surface color.
 3. **PLAYING LINES:** After the surface has thoroughly cured, layout two (2) tennis court line markings in accordance with USTA Rules of tennis. Apply line markings in two (2) inch wide playing lines, masked and painted with two (2) coats of approved line paint. Repeat for three (3) basketball court line markings in accordance with NBA and NCAA regulations. All line markings will be done with white textured paint.
 4. **NET & NET POSTS:** All existing net posts are to be wire brushed and painted green to match existing with rust resistant paint.
 5. **PROTECTION:** Allow a minimum of 24 hours curing time before opening the courts for play or as instructed by the City.

ADDITIONAL REQUIREMENTS: Proof of legal disposal of debris must be available upon request at any time. Bidders must have five years of continuous experience completing similar work. Contractor will warranty the work to be free from defect for one year after completion. This warranty excludes normal wear-and-tear from use.

EVALUATION CRITERIA: At a minimum, proposals and firm selection will be evaluated based on the following criteria:

1. The proposed cost of the project
2. Experience and history of the firm in providing the services identified in this RFP.
3. The character, integrity, reputation, judgment, experience, and efficiency of the proposing contractor and assigned staff members.
4. The equipment specifications that demonstrate adequate performance as required by the City.
5. The quality of performance on previous contracts or services.
6. The ability, capacity, skills, and financial resources to perform the work or provide the required service promptly or within the time specified, without delay or interference.
7. The degree of completeness of response to the specific requirements of this RFP.
8. Other evaluation criteria described or included by reference in the solicitation.

BID ALTERNATE: To include the above project specifications with four (4) pickleball court markings to be drawn on top of two (2) of the three (3) basketball courts. The pickleball court striping shall comply with USA Pickleball Association (USAPA) guidelines and specifications. See Attachment B along with details below.

Contractor shall paint two (2) pickleball courts on two (2) basketball courts as shown below. The City will determine which two (2) of the basketball courts will have the painted pickleball courts. Pickleball court lines to be painted a contrasting color, with color determined by the City. All pickleball painted lines for play shall be installed and sized per the USA Pickleball Association (USAPA) guidelines/specifications.

**CITY OF LA PALMA
GUARANTY**

In accordance with the terms of the contract for the modification of CENTRAL PARK TENNIS COURT RESURFACING in the City of La Palma between the City of La Palma (hereinafter referred to as the City) and the undersigned, which contract provides for the installation of miscellaneous items, or parts thereof, and under which contract the undersigned has installed such systems, the following guaranty of said system is hereby made.

Should any of the equipment installed pursuant to said contract, prove defective; or should the system as a whole prove defective, due to faulty workmanship, material furnished or methods of installation; or should the said systems or any part thereof fail to operate properly, as planned, due to any of the above causes, all within one year after date on which systems stated in said contract are accepted by the City, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within twenty (20) days after the receipt of demand from the City. In the event repairs are not made within twenty (20) days, the City shall have the unqualified option to make any needed repairs or replacements itself or by any other contractor. The undersigned agrees to reimburse the City, upon demand, of its expenses incurred in restoring said systems to the condition contemplated in said contract, including the cost of any equipment or materials replaced, or upon demand by the City, to replace any such equipment and repair said systems completely without cost to the City so that they will operate successfully as originally contemplated.

Emergency repairs must necessarily be made by the City; therefore, when defective material or workmanship results in emergency repairs, the undersigned agrees to reimburse the City, upon demand, expenses incurred. Emergency repairs will be deemed as those repairs necessary due to malfunctions of equipment as determined by the Community Services Director or City Engineer.

Said systems will be deemed defective within the meaning of this guaranty in the event that they fail to operate as originally intended by the manufacturers thereof and in accordance with the plans and specifications included in said contract.

Dated: _____

Contractor

Attachment “A”

Vicinity Map



Attachment “B”
Pickleball Layout and Specifications

Bid Alternate 4.A Pickleball Layout and Specifications

Contractor shall paint two (2) pickleball courts on two (2) basketball courts as shown below. The City will determine which two (2) of the basketball courts will have the painted pickleball courts. Pickleball court lines to be painted a contrasting color, with color determined by the City. All pickleball painted lines for play shall be installed and sized per the USA Pickleball Association (USAPA) guidelines/specifications.

