

CONSTRUCTION AGREEMENT NO. 2024-09

This construction agreement ("Agreement"), is made and effective as of _____, by and between the **City of San Dimas** ("City"), a municipal corporation, and **Pavewest, Inc.** ("Contractor"), a corporation. City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

WHEREAS, by resolution of the City Council of the City of San Dimas (the "City Council"), the Contractor was duly awarded **CONSTRUCTION CONTRACT NO. 2024-09 SAN DIMAS AVENUE LOOP RECONSTRUCTION FROM 500 FEET NORTH OF CALLE SOLANA**, for the work or improvement hereinafter mentioned; and

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

I. SCOPE OF WORK

Contractor shall perform within the time set forth herein of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the construction of **CONSTRUCTION CONTRACT NO. 2024-09 SAN DIMAS AVENUE LOOP RECONSTRUCTION FROM 500 FEET NORTH OF CALLE SOLANA** ("Project") and as detailed in Exhibit A, "Project Schedule" attached hereto. The Project shall be performed and completed in a first class and workmanlike manner, with new and quality materials, under the supervision of and to the satisfaction of the City Engineer of the City of San Dimas ("City Engineer").

Contractor promises and agrees that the Project shall be completed strictly in accordance with the Contract Documents, as defined below in Section XXIII, including but not limited to all plans and specifications, which are on file in the Office of the City Clerk.

The Contractor certifies and agrees that it is fully familiar with all of the terms, conditions and obligations of Contract Documents, the location of the job site, and the conditions under which the Project is to be performed based upon its investigation of all such matters.

The Contractor shall supervise and direct the work to complete the Project, using its best skill and attention, and shall be solely responsible for all construction means, methods, techniques, sequences and procedures. Unless otherwise noted, the Contractor shall be responsible for coordinating all portions of the Project, and the Contractor shall provide and pay for all labor, services, materials, installation, cartage, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, storage, taxes, insurance, and other facilities and services necessary for the proper execution of the work to complete the Project. The Contractor further promises and agrees that the materials used in the Project shall comply with the Contract Documents and be to the satisfaction of the City Engineer, and that the Contractor will timely complete the Project, and turn the Project over to the City, complete and ready for use, and

discharged from all claims or demands on any and all materials, equipment and labor used or to be used in the Project.

As soon as possible under the provisions of this Agreement, the Contractor shall backfill all excavations and restore to usefulness, all improvements existing prior to the start of the work to complete the Project.

The Contractor also agrees that it shall be responsible for the acts and omissions of all of its employees and subcontractors, their agents and employees, and for all other persons performing any of the Project under a contract with the Contractor.

By entering into this Agreement, Contractor acknowledges there may be other contractors on the site whose work will be coordinated with that of its own. Contractor expressly warrants and agrees it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the City, or the utilities. Contractor also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be direct action against the separate contractor. To the extent allowed by law, the Contractor will have no remedy, and hereby expressly waives any remedy against the City, on account of delay, hindrance, interference, or other events caused by a separate contractor.

II. TIME FOR PROJECT COMPLETION

All of Contractor's work on the Project shall be completed within durations established for the individual activities as set forth in the Contract Documents. All work shall commence five (5) calendar days after receiving a written Notice to Proceed from the City. Contractor shall refer to the invitations for bids, and Project plans and specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations. The aggregate sum total work of all bid items comprises the entire Project and shall be commenced and completed in conformance with the Project Schedule. **The entire Project shall be completed within 60 working days as detailed in the project specifications.**

The working hours are Monday thru Friday, with the exception of City Holidays, 7:00 a.m. to 5:00 p.m.

III. AGREEMENT SUM

City shall pay to Contractor for the performance of this Agreement, subject to any additions and deductions provided in the Contract Documents, the sum of **Two Million Six Hundred and Sixty Thousand Six Hundred Thirty Seven Dollars and No Cents** ("Agreement Sum"). Compensation paid to Contractor for the performance of this Agreement shall be consistent with the "Bid Schedule" as set forth in Exhibit B and incorporated herein by reference. All costs of prosecuting the work under this Agreement for the completion of the Project shall be included in the Contractor's bid.

IV. PROGRESS PAYMENTS

Based upon Invoice submitted to the City by the Contractor and approval issued by the Director of Public Works, the City shall make progress payments on account of the Agreement Sum to the Contractor as provided in the Contract Documents

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly

submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

V. RETENTION OF SECURITIES

Public Contract Code section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the Contractor. Contractor shall notify City in writing of any election made under Public Contracts Code section 22300.

VI. WARRANTY

The Contractor warrants that all of the work pursuant to this Agreement shall be done in a first class, workmanlike manner and in accordance with Contract Documents, with new and quality materials and warrants all work performed to complete the Project and materials against defect or deviation (the "Defect"), both in the material or the workmanship, for a period of one (1) year from its completion of the Project, unless stated otherwise in the Contract Documents. If a Defect in the Project is latent, hidden or not readily observable, the Contractor's warranty shall be extended for one (1) year from the date of discovery of the Defect. The Contractor will within a reasonable time after written notice of a Defect, remedy and repair the Defect and any related damage resulting from the Defect (without any expense to the City).

VII. INDEMNIFICATION

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers ("Indemnified Parties") from and against all claims for and actual liabilities, losses, damages, expenses, costs (including without limitation reasonable attorney's fees, expert fees, and all other costs and fees of litigation) of every nature relating to, arising out of or in connection with Contractor's, its officers, agents, employees, or subcontractors (or any agency or individual that Contractor shall bear the legal liability thereof) negligence, recklessness or willful misconduct in the performance of work on and/or connected with the Project 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 Indemnified Parties. Should conflict of interest principles preclude a single attorney from representing both City and Contractor, or should City otherwise find Contractor's attorney unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees, and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the Indemnified Parties with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless, or wrongful act, omission or 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.

Contractor's obligations under this section apply regardless of whether or not 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 Indemnified Parties. However, without affecting the rights of Indemnified Parties under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless Indemnified Parties for liability attributable to the sole or active negligence or willful misconduct of Indemnified Parties, provided such sole or active negligence or willful misconduct is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where Indemnified Parties are shown to have been solely or actively negligent or to have acted with willful misconduct and where

Indemnified Parties' sole or active negligence or willful misconduct accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the sole or active negligence or willful misconduct of Indemnified Parties.

VIII. PREVAILING WAGES

- A. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1", for Los Angeles County. The prevailing rate of per diem wages are on file at the City of San Dimas, Public Works Department, 245 E Bonita Ave, San Dimas CA 91773, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation. Wage rates shall conform with those posted at the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - 1. Section 1774 – Payment of General Prevailing Rate
 - 2. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates
 - 3. Section 1777.4 - Apprenticeship Requirements
 - 4. Section 1777.5 - Apprenticeship Requirements
 - 5. Section 1813 - Penalty for Failure to Pay Overtime
 - 6. Sections 1810 and 1811 - Working Hour Restrictions
 - 7. Section 1776 - Payroll Records
 - 8. Section 1773.8 - Travel and Subsistence Pay

IX. FURNISHING RECORDS TO CITY

The Contractor also agrees to furnish, if and when required, payroll affidavits, receipts, vouchers, release for claims for labor, material and subcontractors performing the work required to complete the Project under the Agreement, all in a form satisfactory to the City, and the Contractor also agrees that no payment shall be made, except at City's option, unless any or all of the requested documents have been furnished to the City.

X. RECORD AUDIT

In accordance with Government Code section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

XI. CERTIFICATIONS

Not Applicable

XII. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by City to Contractor no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final payment authorization has been issued by the Director of Public Works

XIII. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

The Contractor shall furnish all materials, tools, equipment and labor in the necessary quantity and quality, and shall diligently prosecute the work contemplated by this Agreement to completion in a workmanlike manner.

In the event Contractor fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the Contractor for a period of three (3) calendar days after receipt of written demand from City or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, or to prosecute its work and all parts thereof in a diligent and workmanlike manner, then the City may exclude the Contractor from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the City to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the City, shall be a charge against the Contractor, and may be deducted from any money due or becoming due to Contractor from City, or Contractor shall pay City the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement, shall become liable for payment should Contractor fail to pay in full any said cost incurred by the City.

XIV. INSURANCE

Prior to the beginning of and throughout the duration of the Project, Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so or to procure insurance coverage to satisfy the requirements.

Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to City.

Without limiting Contractor's indemnification of City and/or the Indemnified Parties and prior to commencement of the Project, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Other provisions or requirements

Proof of insurance. Contractor shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time and Contractor agrees to provide the same.

Duration of coverage. Contractor shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, subcontractors or subconsultants. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. 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.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of

recovery prior to a loss. Contractor hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Contractor's insurers are unwilling to provide such notice, then Contractor shall have the responsibility of notifying the City immediately in the event of Contractor's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

XV. CONTRACTOR'S LICENSE

Contractor must possess at the time of commencing work and throughout the Project duration, a valid Contractor's License, issued by the State of California, which is current and in good standing. **Contractor's State License No. is 968049, Class A.** Contractor shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a valid Contractor's License, issued by the State of California, which is current and in good standing.

XVI. REGISTRATION REQUIREMENTS [Applicable to Public Works projects]

Pursuant to Section 1771.1(a) of the Labor Code:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

Contractor must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. Contractor must ensure registration with the DIR is active and in good standing.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Contractor is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the City knows that the same Contractor will be awarded total project costs in excess of \$1,000 for a given year.

XVII. [RESERVED]

XVIII. COMPLIANCE WITH STATUTES AND REGULATIONS

Contractor will be knowledgeable of and shall comply with all applicable federal, state, local, county, and city statutes, rules, regulations, ordinances, and orders relating to the manner of doing the work under the Agreement or to the materials supplied therein.

XIX. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

XX. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify City in writing of any:
 - 1. Material that Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
 - 2. Subsurface or latent physical conditions at the site differing from those indicated.
 - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Project or the character provided for in the Agreement.
- B. Upon receipt of said notification, City will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of or the time required for performance of any part of the

Project, the City will issue a change order under the procedures described in the Contract Documents.

- C. In the event a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the Contractor's cost of or time required for performance of any part of the Project, the Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XXI. LIQUIDATED DAMAGES

Pursuant to Government Code section 53069.85, if work is not completed within durations established for the individual activities as set forth in the Project Schedule, it is understood, acknowledged, and agreed City will suffer damage. It is therefore agreed that Contractor shall pay to City the sum of **\$250.00** for each and every calendar day of delay beyond any completion schedule, construction schedule, or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Project activity.

Contractor expressly understands, acknowledges, and agrees that such liquidated damages can and shall be imposed if the Contractor does not meet each and every aspect of any activity schedule, completion schedule, construction schedule, or Project milestones established in or pursuant to the Project Schedule. If the City accepts work or makes any payment under this Agreement after a default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding a completion schedule, the Project Schedule or the accrual of liquidated damages. In the event the same is not paid, Contractor further agrees that City may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement. This article does not exclude recovery of damages under provisions of the Agreement, and is expressly in addition to the City's ability to seek other damages.

Contractor is to refer to Contract Documents for duration of individual activities. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity in the Contract Documents, unless the time for such activity has been extended by mutual agreement of the parties and confirmed in writing.

XXII. CLAIM PROCEDURES UNDER PUBLIC CONTRACT CODE SECTION 9204

Contractor shall comply with the procedure set forth in Public Contracts Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay; 2) payment of money or damages arising from work done pursuant to this Agreement; and/or 3) payment of an amount disputed by the City under this Agreement.

XXIII. COMPONENT PARTS OF THE AGREEMENT

This Agreement entered into consists of the following documents (collectively, the "Contract Documents"), all of which are component parts of the Agreement as if herein set out in full or attached hereto:

Notice Inviting Bids	Bid Bond
Scope of Work Summary	Information Required of Bidder
Information for Bidders	Contract Agreement

Bid Form	Certificate Regarding Workers Compensation
Non-Collusion Affidavit	Drug-free Workplace Certification
Site Visit Certification	Project Plans and Specifications
Faithful Performance Bond	Addenda
Labor and Materials Payment Bond	Addendums
General Conditions	Change Orders
Supplementary General Conditions	Shop Drawing Transmittals
Project Construction Schedule	Special Conditions
Contractor's Certificate Regarding Non-Asbestos Containing Materials	Proposed Subcontractors
Standard Specifications	Standard Plans
Drawings	

Those documents listed in Section 1-2 of the "Greenbook" Standard Specifications for Public Works Construction combined with all of the above-named documents are included as Contract Documents and are intended to be complementary. Work required any of the above-named contract documents and not by others shall be done as if required by all.

XXIV. BONDS

The Contractor agrees to furnish bonds guaranteeing the faithful performance of this Agreement and guaranteeing payment for all labor and materials used under the Agreement, as required by the laws of the State of California. The Faithful Performance Bond shall be for an amount not less than 100% of the amount of this Contract and shall be conditioned on full and complete performance of the Agreement, guaranteeing the work against faulty workmanship or materials for a period of one year after completion and acceptance. The Labor and Materials Payment Bond shall be in an amount of not less than 100% of the amount of the Agreement, and shall be conditioned upon full payment of all labor and materials entering into or incidental to the work covered by the Agreement.

The surety on the required bonds shall be a surety company of financial resources satisfactory to the City Council and authorized to do business in the State of California.

The Faithful Performance Bond and Labor and Materials Payment Bond are attached hereto as Exhibit C.

XXV. PROHIBITION AGAINST ASSIGNMENT

The Contractor may upon reasonable advance Notice to the City assign its rights to receive payment under this Agreement, provided the Contractor also provides to the City the consent of the surety to such assignment. The Contractor may not assign or delegate its duties under this Agreement, without the prior written consent of the City, which the City may not unreasonably withhold or delay. For purposes of this Agreement, assignment shall include any change of control, whether by merger, acquisition or otherwise, of Contractor or any of Contractor's corporate parents. Any assignment in violation of the assignment provisions herein shall be ineffective to relieve Contractor of its responsibility to complete the Project. Should the City consent to any such assignment by the Contractor, the consent shall not constitute a waiver of any other restrictions of assignment under the Agreement and the same restrictions on assignment shall apply to each successive assignment, if any.

XXVI. CALIFORNIA LAW

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

XXVII. CORPORATE AUTHORITY

The persons executing this Agreement on behalf of the parties hereto 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) the 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.

XXVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF SAN DIMAS, CALIFORNIA

Dated _____, 20__

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM::

City Attorney

CONTRACTOR:**

Dated _____, 20__

By: _____
Authorized Representative

Title

By: _____
Authorized Representative

Title

Address: _____

Phone: _____

Fax: _____

Email: _____

****Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**



CONSTRUCTION AGREEMENT NO.

NOTARY ACKNOWLEDGMENT

A notary public officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
COUNTY OF _____)

On _____, before me, _____,
Notary Public, personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person whose name is subscribed
to the within instrument and acknowledged to me that he/she executed the same in his/her
authorized capacity, and that by his/her signature on the instrument the person, or the entity
upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT A
PROJECT SCHEDULE

See Project Bid Specifications for
Construction Contract No. 2024-09 SAN DIMAS AVENUE LOOP RECONSTRUCTION
FROM 500 FT NORTH OF CALLE SOLANA

EXHIBIT B

BID SCHEDULE

Upon the completion of the Project both to the City Engineer's satisfaction and in compliance with this Agreement, the City will pay, and the Contractor agrees to accept as full and final compensation for the Project, the total of all bid items, adjusted for variation of quantities at the unit prices for the materials actually used or furnished for the Project, as set forth below:

BASE BID

ITEM	QUANTITY	DESCRIPTION OF BASE BID ITEM	BID ITEM TOTAL
1	1 LS	MOBILIZATION AND DEMOBILIZATION Complete in place for the unit price of: \$237,648.00 per LS	\$237,648.00
2	1 LS	TRAFFIC CONTROL Complete in place for the unit price of: \$88,000.00 per LS	\$88,000.00
3	1 LS	NPDES COMPLIANCE AND EROSION CONTROL Complete in place for the unit price of: \$56,350.00 per LS	\$56,350.00
4	1 LS	CLEARING AND GRUBBING Complete in place for the unit price of: \$32,300.00 per LS	\$32,300.00
5	1 LS	UNCLASSIFIED EXCAVATION AND BACKFILL Complete in place for the unit price of: \$630,000.00 per LS	\$630,000.00
6	841 TON	CLASS II AGGREGATE BASE Complete in place for the unit price of: \$78.00 per Ton	\$65,598.00
7	128,100 SQFT	COLD MILL 1.5 INCH DEPTH ASPHALT CONCRETE PAVEMENT Complete in place for the unit price of: \$0.49 per SQFT	\$62,769.00
8	280 TON	CONSTRUCT ASPHALT CONCRETE PAVEMENT, Complete in place for the unit price of: \$265.00 per Ton	\$74,200.00
9	1810 TON	CONSTRUCT ASPHALT RUBBER HOT MIX PAVEMENT-ARHM Complete in place for the unit price of: \$285.00 per Ton	\$515,850.00

10	7 EA	ADJUST MANHOLE TO GRADE Complete in place for the unit price of: \$2,400 per EA	\$16,800.00
11	17 EA	ADJUST UTILITY VALVE TO GRADE Complete in place for the unit price of: \$1,200 per EA	\$20,400.00
12	8 EA	INSTALL TRAFFIC SIGNAL LOOPS Complete in place for the unit price of: \$900.00 per EA	\$7,200.00
13	430 LF	INSTALL 6"CONCRETE CURB AND GUTTER (W=24") Complete in place for the unit price of: \$58.00 per LF	\$24,940.00
14	10 EA	INSTALL CONCRETE ADA CURB RAMP Complete in place for the unit price of: \$6,800.00 per EA	\$68,000.00
15	200 SQFT	CONCRETE SIDEWALK Complete in place for the unit price of: \$18.00 per SQFT	\$3,600.00
16	435 LF	REMOVE EXISTING 8 INCH CURB AND GUTTER Complete in place for the unit price of: \$28.00 per LF	\$12,180.00
17	504 CY	REMOVE AND DISPOSE OF EXISTING ROADWAY AND BASE complete in place for the unit price of: \$93.00 per CY	\$46,872.00
18	270 LF	REMOVE AND DISPOSE OF EXISTING METAL GUARD RAILING complete in place for the unit price of: \$69.00 per LF	\$18,630.00
19	1 EA	CONSTRUCT MIDWEST GUARD RAIL TERMINAL END DEPARTURE SIDE complete in place for the unit price of: \$3,500.00 per EA	\$3,500.00
20	1 EA	CONSTRUCT MIDWEST GUARD RAIL TERMINAL END APPROACH SIDE complete in place for the unit price of: \$6,300.00 per EA	\$6,300.00
21	360 LF	CONSTRUCT METAL GUARD RAILING Complete in place for the unit price of: \$50.00 per LF	\$18,000.00
22	3000 SQFT	CONSTRUCT REINFORCED CONCRETE RETAINING WALL Complete in place for the unit price of: \$195.00 per SQFT	\$585,000.00

23	1 LS	CONSTRUCT TRAFFIC SIGNING, STRIPING, MARKERS, AND MARKINGS AND SIGNS Complete in place for the unit price of: \$52,000.00 per LS	\$52,000.00
24	1 LS	AS-BUILT REQUIREMENTS Complete in place for the unit price of: \$8,500.00 per LS	\$8,500.00
25	20 EA	SURVEY MONUMENTATION PRESERVATION Complete in place for the unit price of: \$400.00 per EA	\$8,000.00
		Total all Bid Items	\$2,662,637.00

Total Base Bid in Words: Two Million Six Hundred Sixty Two Thousand Six Hundred Thirty Seven Dollars and No Cents.

EXHIBIT C
BONDS

**CITY OF SAN DIMAS
BOND FOR SECURITY OF LABORERS AND MATERIALMEN**

CONSTRUCTION CONTRACT NO. 2024-09

Whereas, The City Council of the **City of San Dimas** (the "City"), State of California and (the "Principal") have entered into an Agreement (the "Agreement") dated _____, 2024, whereby Principal agrees to install and complete the following public improvements: **CITY OF SAN DIMAS CONSTRUCTION CONTRACT NO. 2024-09 SAN DIMAS AVENUE LOOP RECONSTRUCTION FROM 500 FT NORTH OF CALLE SOLANA** The Agreement is incorporated herein by reference.

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

Now, therefore, the Principal and the undersigned _____, as corporate surety (the "Surety"), are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen, and other persons employed or providing materials in the performance of the Agreement and referred to in aforesaid Civil Code in the sum of **Two Million Six Hundred Sixty Two Thousand Six Hundred Thirty Seven Dollars and No Cents (\$2,662,637.00)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor. Further, Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or the specifications accompanying

the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In witness whereof, the Principal and Surety caused this Bond to be executed on this _____ day of _____, 2024.

Principal

By: _____

Title: _____

Surety

By: _____

Title: _____

Local Mailing Address of Surety:

Street Address

City & State

Telephone Number

(All Signatures Must Be Acknowledged)

A notary public officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____ (Seal)

**CITY OF SAN DIMAS
BOND SECURING PERFORMANCE**

**CONSTRUCTION CONTRACT NO. 2024-09
SAN DIMAS AVENUE LOOP RECONSTRUCTION
FROM 500 FT NORTH OF CALLE SOLANA**

Whereas, The City Council of the **City of San Dimas** (the "City"), State of California and **Pavewest, Inc.** (the "Principal") have entered into an Agreement (the "Agreement") dated _____, 2024 whereby Principal agrees to install and complete the following improvements: **CITY OF SAN DIMAS CONSTRUCTION CONTRACT 2024-09 SAN DIMAS AVENUE LOOP RECONSTRUCTION FROM 500 FT NORTH OF CALLE SOLANA**. The Agreement is incorporated herein by reference.

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

Now, therefore, we, the Principal and _____, as surety (the "Surety"), are held and firmly bound unto the City, in the penal sum in the performance of the Agreement and referred to in aforesaid Civil Code in the sum of **Two Million Six Hundred Sixty Two Thousand Six Hundred Thirty Seven Dollars and No Cents (\$2,662,637.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

In witness whereof, the Principal and Surety caused this bond to be executed on this _____ day of _____, 2024.

Principal

By: _____

Title: _____

Surety

By: _____

Title: _____

Local Mailing Address of Surety:

Street Address

City & State

Telephone Number

(All Signatures Must Be Acknowledged)

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

WITNESS my hand and official seal.

Signature: _____ (Seal)