



AGENDA ITEM

MEETING DATE: June 10, 2008

TITLE: Award of Contract for the Glendora Public Library - Children's Room Expansion, FY 2007-08, Plan No. 999.

PRESENTED BY: Director of Public Works

RECOMMENDATION: Motion to award the contract for the Glendora Public Library Children's Room Expansion, FY 2007-08, Plan No. 999 to WF Construction, Inc of La Verne in the amount of \$389,900.00.

BACKGROUND:

The bid opening for the Glendora Public Library - Children's Room Expansion, FY 2007-08, Plan No. 999 was held on May 23, 2008. Seventeen (17) companies purchased bid packages and four (4) of these companies submitted an estimate. Bids ranged from \$389,900.00 to \$618,509.00 with WF Construction, Inc. being the lowest bidder.

Plans and Specifications were approved by the Council at the regular meeting of April 22, 2008. The engineer's estimate for the project was \$400,000.00.

DISCUSSION:

The project involves the expansion of the Glendora Public Library Children's Room. This project consists of a single story, 1200 square foot addition to the existing public library. The Project will also include improvements to the existing drainage system at the entrance of the library along with new ADA ramps, concrete improvements and handrails.

Due to the nature of this project staff is respectfully requesting that a 10% contingency be added to this project in the event that unforeseen conditions arise during construction. Staff is requesting that the budget for the project be \$428,890.00.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Notice of Categorical Exemption was adopted by City Council on April 22, 2008.

FISCAL IMPACT:


The adopted budget for this project is \$503,540.00 in the 2007-08 Capital Projects Fund and the proposed construction budget is \$428,890.00.

Respectfully submitted,



Jason Roehrborn
Engineering Technician

Fiscal
Review:



JOSH BETTA
Finance Director

Reviewed:



CHRIS JEFFERS
City Manager

ATTACHMENTS:

- Plan Holder List (2 pages)
- Bid Opening Sheet (1 page)
- Bid Summary Sheet (1 page)
- Bid Extensions (2 pages)
- Bid Proposal from WF Construction, Inc. (19 pages)
- Signed Agreement (7 pages)

CITY OF GLENDORA
PLAN HOLDER LIST

DO NOT GIVE BID PACKAGE TO CONTRACTORS WITHOUT FIRST RECORDING THE INFORMATION REQUIRED BELOW.

ALL FEES ARE NON-REFUNDABLE

Project Name: Library Children's Room Expansion FY2007-2008, Plan No. 999

MANDATORY JOB WALK: TUESDAY, MAY 13TH - 10:00 A.M. AT LIBRARY

Bid Opening Date: May 16, 2008 @ 10:00 A.M.

Charge for Bid: \$30.00

Charge to Mail: \$5.00

#	Contractor Name	Mailing Address	Phone	FAX	Date
1	ARANCO CONSTRUCTION	610 E CHESTNUT ST GLENDORA 91205	818 956 0322		05-02-08
2	COURTS CONSTRUCTION	417 W FOOTHILL BLVD #B204 GLENDORA 91741	626 914 432	-435	05-02-08
3	MR BRACEY CONSTRUCTION	646 W CALIFORNIA ST ONTARIO 91762-4203	909 983 8611	909 988 0772	05-02-08
4	WFC	620 Arrow Highway Laverne 91750	909 599-4262	909 542-1240	5/5/08
5	EM Electrical works	952 E. Cottonwood St. Ontario 91761	909 286-3977	909 947-2901	5/8/08
6	INLAND EMPIRE BUILDERS	10271-A TRADEMARK ST RANCHO CUCAMONGA 91730	909 945 2450	944 7563	05-09-08
7	RL AKERS, INC	41050 13 TH WEST PALMDALE 93551	661 947 5252	5289	05-09-08
8	WEST COAST CONST SVCS	9021 RANCHO FAIR CRT RANCHO CUCAMONGA 91730	909 982 6979	476 9005	
9	Solex Contracting	4246 Remington Ave. Temecula 92590	951 308-1706		5/12/08
10	VARGAS STRUCTURES	12318 SHOEMAKER AVE WHITTIER 90605	562 946 0395	0385	05-13-08
11	SOLEX CONTRACTING	42146 REMINGTON AVE TEMECULA 92590	951 308 1706	1856	05-13-08
12	ROSEKAY REMODELERS	411 W MAPLE AVE MONROVIA 91016	626 446 5950	5957	05-13-08

ALL FEES ARE NON-REFUNDABLE

Project Name: Library Children's Room Expansion FY2007-2008, Plan No. 999
MANDATORY JOB WALK: May 13, 2008 at site: 140 S Glendora Ave

#	Contractor Name	Mailing Address	Phone	FAX	Date
13	GENERAL CONSOLIDATED CONSTRUCTORS	1325 PICO ST CORONA 92881	951 734 3507	3454	05.13.08
14	BREJ CORPORATION	19531 VENTURA BLVD #17 TARZANA 91356	818 996- 6928	6996	05.13.08
15	SBS CORPORATION	31416 AGOURA RD #135 WESTLAKE VILLAGE 91361-4621	818 597 4363	4368	05.13.08
16	Nesdoor	8690 Red Oak St. Rancho Cucamonga, CA	909 484-3401	3650	05.13.08
17	Kary Eng. & Testing, Inc	14280 Euclid Ave Chino, CA 91710	904 606-6111		5/16/08
18					
19					
20					
21					
22					
23					
24					
25					
26					

~~check in mail~~

**CITY OF GLENDORA
BID OPENING**

On May 23, 2008 at the hour of 10:00A, the following sealed bids were opened in full view of the public for the project shown below.

Project Name: Library Children's Room Expansion FY2007-2008, Plan No. 999

The following officials presided at the bid opening:
JASON ROERHORN, ENGINEERING TECHNICIAN
DAVE DAVIES, DIRECTOR PUBLIC WORKS
JUDY KENYON, DEPUTY CITY CLERK

#	Contractor Name	Date & Time Bid Received	Amount of Bid	Bid Bond/Cashier Check
1	WFL DESIGN DEVELOPMENT	05.23.08 9:43A	389,900.	✓
2	SOLEX CONSTRUCTION	05.23.08 9:44A	447,625. ⁰⁰ 523,000.	✓
3	COURTS CONSTRUCTION CO	05.23.08 9:45A	618,509.	✓
4	MR BRACEY CONSTRUCTION	05.23.08 9:55A	490,262.	✓
5				
6				
7				
8				
9				
10				
11				
12				
13				

Bids received late are listed below:

#	Contractor Name	Date & Time Received
1		
2		

Signed: Judy Kenyon

Date: 05-23-08

**GLENDORA PUBLIC LIBRARY – Children’s Room Expansion
PLAN NO. 999
BID OPENING: May 23, 2008**

SUMMARY OF BID

1.	WF Construction, Inc.	\$389,900.00
2.	Solex Contracting, Inc.	\$447,625.00
3.	M.R. Bracey Construction Co., Inc.	\$490,262.00
4.	Courts Construction Co., Inc.	\$618,509.00

GLENDORA PUBLIC LIBRARY - Children's Room Expansion, Plan No. 999
 BID OPENING - May 23, 2008

		Name of Bidder:			No. 1			No. 2			No. 3		
		Address:			WF CONSTRUCTION, Inc.			SOLEX CONT., Inc.			M.R. BRACEY CONST. CO.		
		Phone No.:			620 Arrow Hwy. La Verne, CA 91750 (909) 599-4262			42146 Remington Ave. Temecula, CA 92590 (951) 308-1706			646 W. California Ontario, CA 91762 (909) 983-8611		
Item	Approx. Quantity	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
SITE WORK													
1	1	I.s.	Demolition	14,100.00	14,100.00	10,000.00	10,000.00	11,520.00	11,520.00	11,520.00	11,520.00		
2	1	I.s.	Storm Drain	9,890.00	9,890.00	14,000.00	14,000.00	5,760.00	5,760.00	5,760.00	5,760.00		
3	1	I.s.	Sump Pumps	1,550.00	1,550.00	2,000.00	2,000.00	1,440.00	1,440.00	1,440.00	1,440.00		
4	1	I.s.	Sewer	2,550.00	2,550.00	19,000.00	19,000.00	2,880.00	2,880.00	2,880.00	2,880.00		
5	1	I.s.	Retaining Walls	5,610.00	5,610.00	8,289.00	8,289.00	12,240.00	12,240.00	12,240.00	12,240.00		
6	1	I.s.	Exterior Electrical	3,600.00	3,600.00	6,000.00	6,000.00	3,473.00	3,473.00	3,473.00	3,473.00		
7	1	I.s.	Concrete	28,600.00	28,600.00	25,000.00	25,000.00	22,896.00	22,896.00	22,896.00	22,896.00		
LIBRARY ADDITION													
1	1	I.s.	Excavation	2,900.00	2,900.00	4,000.00	4,000.00	21,600.00	21,600.00	21,600.00	21,600.00		
2	1	I.s.	Foundation	22,600.00	22,600.00	10,331.00	10,331.00	11,232.00	11,232.00	11,232.00	11,232.00		
3	1	I.s.	Concrete	0.00	0.00	8,000.00	8,000.00	15,840.00	15,840.00	15,840.00	15,840.00		
4	1	I.s.	Exterior Walls	33,075.00	33,075.00	25,202.00	25,202.00	49,968.00	49,968.00	49,968.00	49,968.00		
5	1	I.s.	Deputy Inspection	4,400.00	4,400.00	3,000.00	3,000.00	8,986.00	8,986.00	8,986.00	8,986.00		
6	1	I.s.	Helical Steel Piers	28,295.00	28,295.00	25,000.00	25,000.00	36,425.00	36,425.00	36,425.00	36,425.00		
7	1	I.s.	Framing	43,990.00	43,990.00	112,707.00	112,707.00	87,480.00	87,480.00	87,480.00	87,480.00		
8	1	I.s.	Roof Drains	2,600.00	2,600.00	9,000.00	9,000.00	5,760.00	5,760.00	5,760.00	5,760.00		
9	1	I.s.	Roof Drains	19,970.00	19,970.00	17,000.00	17,000.00	31,680.00	31,680.00	31,680.00	31,680.00		
10	1	I.s.	Plaster	8,500.00	8,500.00	18,000.00	18,000.00	10,150.00	10,150.00	10,150.00	10,150.00		
11	1	I.s.	Glazing	15,840.00	15,840.00	4,300.00	4,300.00	7,024.00	7,024.00	7,024.00	7,024.00		
12	1	I.s.	Doors	5,410.00	5,410.00	12,000.00	12,000.00	11,929.00	11,929.00	11,929.00	11,929.00		
13	1	I.s.	Rough Plumbing	5,100.00	5,100.00	11,500.00	11,500.00	27,360.00	27,360.00	27,360.00	27,360.00		
14	1	I.s.	Rough Electrical	10,580.00	10,580.00	7,000.00	7,000.00	18,265.00	18,265.00	18,265.00	18,265.00		
15	1	I.s.	Insulation	825.00	825.00	800.00	800.00	1,872.00	1,872.00	1,872.00	1,872.00		
16	1	I.s.	Sheet rock	2,100.00	2,100.00	16,000.00	16,000.00	2,880.00	2,880.00	2,880.00	2,880.00		
17	1	I.s.	Suspended Ceiling	4,000.00	4,000.00	3,000.00	3,000.00	6,453.00	6,453.00	6,453.00	6,453.00		
18	1	I.s.	HVAC System	0.00	0.00	11,500.00	11,500.00	28,080.00	28,080.00	28,080.00	28,080.00		
19	1	I.s.	Cabinets	12,220.00	12,220.00	17,000.00	17,000.00	17,978.00	17,978.00	17,978.00	17,978.00		
20	1	I.s.	Finishes	2,900.00	2,900.00	6,000.00	6,000.00	10,292.00	10,292.00	10,292.00	10,292.00		
21	1	I.s.	Flooring	12,990.00	12,990.00	6,496.00	6,496.00	5,380.00	5,380.00	5,380.00	5,380.00		
22	1	I.s.	Finish Electrical	4,500.00	4,500.00	10,000.00	10,000.00	8,539.00	8,539.00	8,539.00	8,539.00		
23	1	I.s.	Finish Plumbing	4,525.00	4,525.00	4,500.00	4,500.00	2,880.00	2,880.00	2,880.00	2,880.00		
MISCELLANEOUS													
1	1	I.s.	Miscellaneous	76,680.00	76,680.00	21,000.00	21,000.00	2,000.00	2,000.00	2,000.00	2,000.00		
					\$389,900.00		\$447,625.00		\$490,262.00				

TOTAL BID COST

LOWEST BID

GLENDORA PUBLIC LIBRARY - Children's Room Expansion, Plan No. 999
 BID OPENING - May 23, 2008

Name of Bidder: Address: Phone No.:		No. 4 COURTS CONSTR. CO., Inc. 417 W. Foothill Blvd., B-204 Glendora, CA 91741 (626) 914-1432		
Item	Approx. Quantity	Unit Description	Unit Price	Amount
SITE WORK				
1	1	i.s. Demolition	37,183.00	37,183.00
2	1	i.s. Storm Drain	16,020.00	16,020.00
3	1	i.s. Sump Pumps	9,720.00	9,720.00
4	1	i.s. Sewer	12,870.00	12,870.00
5	1	i.s. Retaining Walls	19,591.00	19,591.00
6	1	i.s. Exterior Electrical	2,789.00	2,789.00
7	1	i.s. Concrete	52,910.00	52,910.00
LIBRARY ADDITION				
1	1	i.s. Excavation	10,155.00	10,155.00
2	1	i.s. Foundation	35,350.00	35,350.00
3	1	i.s. Concrete	21,450.00	21,450.00
4	1	i.s. Exterior Walls	44,062.00	44,062.00
5	1	i.s. Deputy Inspection	1,144.00	1,144.00
6	1	i.s. Helical Steel Piers	40,469.00	40,469.00
7	1	i.s. Framing	73,210.00	73,210.00
8	1	i.s. Roof Drains	2,131.00	2,131.00
9	1	i.s. Roof	32,318.00	32,318.00
10	1	i.s. Plaster	8,864.00	8,864.00
11	1	i.s. Glazing	28,810.00	28,810.00
12	1	i.s. Doors	17,589.00	17,589.00
13	1	i.s. Rough Plumbing	20,606.00	20,606.00
14	1	i.s. Rough Electrical	24,024.00	24,024.00
15	1	i.s. Insulation	2,145.00	2,145.00
16	1	i.s. Sheet rock	6,149.00	6,149.00
17	1	i.s. Suspended Ceiling	7,007.00	7,007.00
18	1	i.s. HVAC System	0.00	0.00
19	1	i.s. Cabinets	17,875.00	17,875.00
20	1	i.s. Finishes	29,921.00	29,921.00
21	1	i.s. Flooring	6,180.00	6,180.00
22	1	i.s. Finish Electrical	8,580.00	8,580.00
23	1	i.s. Finish Plumbing	4,433.00	4,433.00
MISCELLANEOUS				
1	1	i.s. Miscellaneous	24,954.00	24,954.00

TOTAL BID COST \$618,509.00

COPY

BID BOND

The following City of Glendora form for Bid Bond **must** be used in accordance with the instructions on the following pages.

Revised 9/17/98
BID BOND

SECTION IV

BID PROPOSAL

WORK IDENTIFICATION: Glendora Public Library – Children’s Room Expansion, FY 2007- 08, Plan No. 999

NAME OF BIDDER: WF Construction, Inc.

CA. CONTRACTOR'S LICENSE: 572359 B, C10 07/09

No. Class Termination Date

1. Proposal

- (a) Bidder has examined copies of all the Contract Documents, including without limitation the Agreement wherein each of the other Contract Documents is identified, and accepts all the terms and conditions thereof.
- (b) Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with City in the form included in the Contract Documents to complete all work as specified in the Agreement for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.
- (c) This bid will remain open and not be withdrawn for the period specified in the Instructions to Bidders. If awarded the bid, bidder will sign the Agreement and submit the bonds, certificates and other documents required by the Contract Documents within fifteen (15) days after the date of the award of the contract by the City Council.
- (d) Bidder has attended the mandatory pre-bid job walk held at 10:00 a.m. on Tuesday, May 13, 2007 at the job site, Glendora Public Library, 140 S. Glendora Ave., Glendora, CA 91741, and he/she has examined the legal requirements and conditions affecting the cost, progress and performance of the work in strict accordance with the Contract Documents.
- (e) Bidder has included Page 5 of 10 of the General Conditions initialed by the contractor at Paragraph 4.03, Liquidated Damages.

2. Bid

Bidder agrees to construct and complete, ready for use, all work as required and made necessary by the Contract Documents for the sum of Three hundred eighty nine thousand nine hundred & 00/100 dollars (\$ 389,900.00).

If the Contract Documents include a Unit Price List, Bidder acknowledges that the total bid sum shown in this paragraph 2 and the estimated quantities and amounts shown on the Unit Price List are for purposes of comparison of bids only. Bidder also acknowledges that the City does not expressly or by implication agree that the actual amount of work shall correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the Engineer and that final payment shall be made at the unit prices bid, upon the basis of actual measured quantities as the same may be finally determined by the City Engineer.

Bidder acknowledges that the total bid sum shown in this paragraph 2, and all sums shown on any Unit Price List attached hereto, includes (i) all labor, materials, tools, equipment and services and all taxes, insurance, other general expenses, overhead and profit and (ii) all trenching, backfilling, grading, excavation and fill, resurfacing of every character, grubbing and clearing and removal of all obstructions necessary for the doing of the work, the preservation of existing structures, shrubs, and trees, where required, and the shoring, bridging and bracing required and incident to the doing of the work, together with all fittings and joints, of every character, connected in place, area clean-up, traffic protection, and the reconstruction and severances required in the doing of the work.

3. Schedule

Bidder understands that early completion is important to the City. Therefore, time being of the essence, bidder proposes that the work will be commenced and will be completed within the time specified in Article 13 of the Instruction to Bidders.

4. Addenda

Bidder acknowledges receipt of Addenda identified as: Addendum No. 1: May 16, 2008

5. Bidder Information

(a) Bidder has 20 years of experience as a contractor in construction work.

(b) Bidder has recently completed the three (3) following construction works:

<u>Contract Amount</u>	<u>Class of Work</u>	<u>Date Completed</u>	<u>Name & Address of Owner</u>
\$360,571	Fire Station Rehab	2007	City of Ontario 909/395-2622
\$688,070	Facade Work	2007	City of Fontana 909/350-7697
\$427,848	Breezeway	2006	City of Azusa 626/812-5100

6. Designation of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 et seq., listed below is each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or will specifically fabricate and install a portion of the work in an amount in excess of one half of one (0.5%) percent of the total bid.

In the case of bids or offers for the construction of streets or highways, including bridges, listed below is each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or will specifically fabricate and install a portion of the work in an amount in excess of one half of one (0.5%) percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

Also listed below is the portion of the work which will be done by each subcontractor. (List only one subcontractor for each portion of the work as defined by the bidder in this bid.) [P.C.C. Section 4100 et seq.]

<u>Subcontractor</u>	<u>Location of work</u>	<u>Portion of work</u>
See attached list of Subcontractors		

7. Attachments

The following documents, signed in accordance with Article 12 of the Instructions to Bidders, are attached hereto, and made a part of, this bid:

- (a) Non Collusion Affidavit, as required by Public Contract Code Section 7106 and made a part of this Bid Proposal at page 5
- (b) Required Bid Security in the form of 10% Bid Bond

ADDENDUM #1

GLENDORA PUBLIC LIBRARY
Children's Room Expansion
2007-08

PLAN NO. 999



Date of Addendum No. 1: May 16, 2008

ADDENDUM NO. 1

GLENDORA PUBLIC LIBRARY – Children’s Room Expansion

Plan No. 999

Bid Opening: Friday, May 23, 2008

The following documents have been included within this addendum:

1. Addendum No. 1 dated Monday, May 16, 2008
2. Revised Section I, Page 1, Notice of Inviting Bids
3. Revised Section IV, Page 1, Bid Bond
4. Approved Set of Electrical Plans

This addendum hereby become a part of the bid documents of the above referenced project, issued May 16, 2008.

The following shall apply to this project:

1. Bid opening date has been changed to Friday, May 23, 2008 due to this Addendum.
2. Electrical Plans shall take precedence over any electrical shown on Architectural Plans.
3. Helical Piers are recommended to be at a minimum depth of 7’ for bidding purposes.
4. Soils Investigation Report shall be provided at the time of construction.

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City of Glendora, County of Los Angeles, California (hereinafter "City") will receive sealed bids in the office of the City Clerk at 116 E. Foothill Boulevard, Glendora, California, 91741 until **10:00 a.m.** on the **23rd** day of **May, 2008** at which time all bids will be publicly opened and read aloud in the City Council Chambers at the above address for the construction of:

Glendora Public Library – Children's Room Expansion, FY 2007- 08, Plan No. 999, (hereinafter "work").

A mandatory pre-bid job walk is scheduled at 10:00 a.m. on Tuesday, May 13th, 2008. The mandatory job walk will be held at the project site, Glendora Public Library, 140 S. Glendora Ave., Glendora, CA 91741. Contractors who intend to respond to the Notice Inviting Bids and who will be submitting bids must attend the job walk and must complete the sign-in sheet at the job walk in order to be eligible to bid this project.

Each bid must be on a Bid Proposal furnished by the City. The bid must conform and be responsive to all the Contract Documents, copies of which are now on file and open for public inspection in the office of the City Clerk at the above address.

The Contract Documents, including without limitation, the drawings and specifications, may be purchased at the office of the City Clerk at the above address upon the payment of \$30.00 per set and, if purchased by mail, an additional \$5.00 per set.

Each bid shall be accompanied by Bidder's Security in an amount equal to at least ten (10) percent of the bid amount, which security shall be lawful money of the United States of America and in one of the following forms: (i) cash; (ii) cashier's check made payable to the City; (iii) certified check made payable to the City; or (iv) bid bond executed by an admitted surety insurer and made payable to the City. **City Bid Bond form must be used.**

Pursuant to California Labor Code Section 1770 et seq., copies of the determination of the Director of the Department of Industrial Relations of the general prevailing rate of per diem wages for each craft, classification and type of workman needed to execute the work are on file in, and available to any interested person on request, at the office of the City Engineer at 116 E. Foothill Boulevard, Glendora, California, 91741, and are hereby incorporated herein and made a part hereof as though set forth in full.

Pursuant to California Civil Code Section 3248, the successful bidder shall furnish to the City at the time of execution of the contract a payment bond in an amount equal to one hundred percent (100%) of the contract price. The successful bidder shall also furnish to the City at the time of execution of the contract faithful performance bond in an amount equal to one hundred percent (100%) of the contract price.

Pursuant to California Public Contract Code Section 22300, substitution of eligible and equivalent securities for any moneys withheld to insure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder, unless otherwise prohibited by law.

CITY OF GLENDORA

Publish in: San Gabriel Examiner on: **May 1st & 8th, 2008**

[Labor Code Section 1770 et seq.
Civil Code Section 3248
P.C.C. Sections 20160 et seq., 22300]

end Section I - Notice Inviting Bids

Revised 9/17/98
NOTICE INVITING BIDS

SECTION I

Page 1

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____ (hereinafter "Contractor") intends to submit a bid to the City of Glendora, California, a municipal corporation, (hereinafter "City") for the work identified as follows: Glendora Public Library – Children's Room Expansion, FY 2007- 08, Plan No. 999.

NOW, THEREFORE, we, the Contractor, as Principal, and a corporation organized and existing under the laws of the State of California and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bond unto the City, as Obligee,

in the sum of _____ dollars (\$ _____) lawful money of the United States of America, said sum being not less than ten (10) percent of the bid amount for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid and shall give therewith such bonds, certificates and other documents as may be required in the Notice Inviting Bids or the other Contract Documents or in the event of the failure of said Principal to enter such Agreement and give any such bond, certificate or other document, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto set our hands and seal this _____ day of _____, 2008.

(Corporate Seal)

(Principal)

By _____

Title

(Corporate Seal)

(Surety)

By _____

Title

[P.C.C. Sections 20170, 20171]

end Section IV - Bid Bond

Revised 9/17/98
BID BOND

SECTION IV

<u>Subcontractor</u>	<u>Location of Work</u>	<u>Portion of Work</u>
American Demo	Santa Ana, CA.	Demolition
WFC	La Verne, CA.	Storm Drain
WFC	La Verne, CA.	Sump pump
WFC	La Verne, CA.	Sewer
Ponce Company	Paramount, CA.	Retaining Walls
WFC	La Verne, CA.	Electrical
SJ Grigolla	La Verne, CA.	Concrete
WFC	La Verne, CA.	Excavation
WFC	La Verne, CA.	Foundation
Ponce Company	Paramount, CA.	Exterior Walls
Hanley's Welding	Hawthorne, CA.	Handrails
Saber Concrete	Corona Del Mar, CA.	Helical Steel Piers
WFC	La Verne, CA.	Framing
WFC	La Verne, CA.	Roof Drains
Tim Orr Enterprises	Upland, CA.	Roof
Padilla Construction	Orange, CA.	Plaster
Goodwine Glass	Chino, CA.	Glazing
Accurate Door	San Dimas, CA.	Doors
WFC	La Verne, CA.	Plumbing
San Gabriel Insulation	Duarte, CA.	Insulation
WFC	La Verne, CA.	Sheetrock
WFC	La Verne, CA.	Suspended Ceiling
Reeves Enterprises	La Verne, CA.	Cabinets
Via Color Painting	Whittier, CA.	Finishes
Quality Craft Flooring	Glendora, CA.	Flooring / Tile

- (c) Unit Price List
- (d) Page 5 of the General Conditions initialed by the Contractor at Paragraph 4.03 Liquidated damages.
- (e) Page 2 – Special Conditions Part II – Affidavit of Acknowledgement.
- (f) Other pertinent documents (list here and attach to this bid)

Dated this 22nd day of May, 2008

IF BIDDER IS:

An Individual

By _____
(Individual's Name)

Doing business as _____

Business address: _____

Phone No.: (____) _____

A Partnership

_____ (Firm Name)

By _____ (General Partner) _____ (Title)

Business address: _____

Phone No.: (____) _____

A Corporation

WF Construction, Inc. CA.
(Corporation Name) (State of Incorporation)

By _____ (Person Authorized to Sign) V.P. (Title)

(Corporate Seal)

Attest _____ (Secretary)

Business address: 620 Arrow Highway
La Verne, CA. 91750

Phone No.: (909) 599-4262

A Joint Venture

By _____
(Name)

(Address & Phone No.)

By _____
(Name)

(Address & Phone No.)

are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges.

4.03 Liquidated Damages

The sum that the Contractor shall pay to the City as liquidated damages is one thousand dollars (\$1000.00) per calendar day. Liquidated damages shall be deducted from any payments due or to become due to the Contractor under the terms of this contract. {Government Code Section 53069.85} Progress payments made by the City after the time allowed to complete the work shall not constitute a waiver of liquidated damages by the City.

City

Contractor

5. Subcontracting

5.01 Subcontractors Bound by Contract

Contractor agrees to bind every subcontractor by the terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be as fully responsible to the City for acts and omissions of every subcontractor and of persons either directly or indirectly employed by every such subcontractor, as he is for acts and omissions of persons directly employed by himself. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the City.

5.02 City Consent to Subcontractor

The City's consent to, or approval of, any subcontractor under the contract shall not in any way relieve Contractor of his obligations under the contract and no such subcontract or approval thereof shall be deemed to waive any provision of the contract between the City and Contractor.

6. Work by Others

6.01 City's Right to Award Other Contracts

(A) The City reserves the right to award other contract in connection with the project. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at the site of the project.

(B) The simultaneous execution of any contract is likely to cause interference with performance of some other contract or contracts, the City shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. Notwithstanding any other provision of these General Conditions, the City shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts on project, or caused by any decision or omission of the City respecting the order of precedence in performance on contracts.

6.02 Contractor's Responsibilities

Contractor shall ascertain to his own satisfaction the scope of the project and nature of any other contracts that have been or may be awarded by the City in prosecution of project to the end that Contractor may perform the contract in the light of such other contracts, if any. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the project.

If any part of Contractor's work depends for proper execution or results upon work of any other contractor, Contractor shall inspect and promptly report to the City Engineer any defects in such work that render it unsuitable for such proper execution and results. His failure to do so shall constitute a waiver by Contractor of any claim of delay caused by events beyond Contractor's control.

UNIT PRICE LIST

WORK IDENTIFICATION: Glendora Public Library – Children’s Room Expansion, FY 2007- 08 Plan No. 999
 NAME OF BIDDER: WF Construction, Inc.
 ADDRESS: 620 Arrow Hwy., La Verne, CA. 91750 PHONE NO: (909) 599-4262

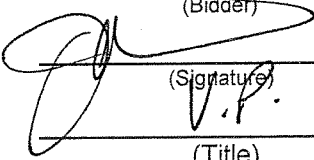
SITE WORK:

ITEM	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE (Figures)	TOTAL PRICE (Figures)
1.	1	L.S.	DEMOLITION		
Fourteen thousand one hundred				\$ _____	\$ <u>14,100</u>
UNIT PRICE (Words)					
2.	1	L.S.	STORM DRAIN		
Nine thousand eight hundred ninety				\$ _____	\$ <u>9,890</u>
UNIT PRICE (Words)					
3.	1	L.S.	SUMP PUMPS		
One thousand five hundred fifty				\$ _____	\$ <u>1,550</u>
UNIT PRICE (Words)					
4.	1	L.S.	SEWER		
Two thousand five hundred fifty				\$ _____	\$ <u>2,550</u>
UNIT PRICE (Words)					
5.	1	L.S.	RETAINING WALLS		
Five thousand six hundred ten				\$ _____	\$ <u>5,610</u>
UNIT PRICE (Words)					

*This item is subject to reduction, increase or deletion as instructed by the City Engineer.

(SUB TOTAL ITEM # 1 - 5) \$ 33,700

WF Construction, Inc.

 (Bidder)
 By:  _____
 (Signature)

 (Title)
 5/20/06 _____
 (Date)

NOTE:
 In case of error in extension of price into Total Price Column the Unit Price will govern.

UNIT PRICE LIST

WORK IDENTIFICATION: Glendora Public Library – Children’s Room Expansion, FY 2007- 08 Plan No. 999
 NAME OF BIDDER: WF Construction, Inc.
 ADDRESS: 620 Arrow Hwy., La Verne, CA. 91750 PHONE NO: (909) 5999-4262

SITE WORK (continued):

ITEM	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE (Figures)	TOTAL PRICE (Figures)
6.	1	L.S.	EXTERIOR ELECTRICAL		
Three thousand six hundred <small style="text-align: center;">UNIT PRICE (Words)</small>				\$ _____	\$ <u>3,600</u>
7.	1	L.S.	CONCRETE		
Twenty eight thousand six hundred <small style="text-align: center;">UNIT PRICE (Words)</small>				\$ _____	\$ <u>28,600</u>

*This item is subject to reduction, increase or deletion as instructed by the City Engineer.

Sub Total (ITEM # 6 - 7)	\$ <u>32,200</u>
SITE WORK TOTAL (ITEMS # 1 - 7)	\$ <u>65,900</u>

WF Construction, Inc.

By: _____ (Bidder)

_____ (Signature) 5/2/08 (Date)

_____ (Title)

NOTE:
 In case of error in extension of price into Total Price Column the Unit Price will govern.

UNIT PRICE LIST

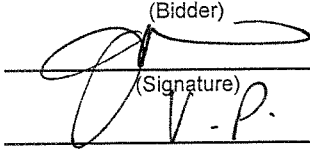
WORK IDENTIFICATION: Glendora Public Library – Children’s Room Expansion, FY 2007- 08 Plan No. 999
 NAME OF BIDDER: WF Construction, Inc.
 ADDRESS: 620 Arrow Hwy., La Verne, CA. 91750 PHONE NO: (909) 599-4262

LIBRARY ADDITION:

ITEM	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE (Figures)	TOTAL PRICE (Figures)
1.	1	L.S.	EXCAVATION		
Two thousand nine hundred				\$ _____	\$ <u>2,900</u>
UNIT PRICE (Words)					
2.	1	L.S.	FOUNDATION		
Twenty two thousand six hundred				\$ _____	\$ <u>22,600</u>
UNIT PRICE (Words)					
3.	1	L.S.	CONCRETE		
Included in foundation				\$ _____	\$ <u>-</u>
UNIT PRICE (Words)					
4.	1	L.S.	EXTERIOR WALLS		
Thirty three thousand seventy five				\$ _____	\$ <u>33,075</u>
UNIT PRICE (Words)					
5.	1	L.S.	DEPUTY INSPECTION- Handrails		
Four thousand four hundred				\$ _____	\$ <u>4,400</u>
UNIT PRICE (Words)					
6.	1	L.S.	HELICAL STEEL PIERS		
Twenty eight thousand two hundred ninety five				\$ _____	\$ <u>28,295</u>
UNIT PRICE (Words)					

Sub Total (ITEMS # 1 - 6) \$ 91,270

WF Construction, Inc.

 (Bidder)
 By:  _____
 (Signature)

 (Title)
 5/20/08

 (Date)

NOTE:
 In case of error in extension of price into
 Total Price Column the Unit Price will
 govern.

Revised 9/17/98
 PROPOSAL (Part 2 - Unit Price List)

SECTION III
 Page 3

UNIT PRICE LIST

WORK IDENTIFICATION: Glendora Public Library – Children’s Room Expansion, FY 2007- 08 Plan No. 999

NAME OF BIDDER: WF Construction, Inc.

ADDRESS: 620 Arrow Hwy., La Verne, Ca. PHONE NO: (909) 599-4262
 91750

LIBRARY ADDITION (continued):

ITEM	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE (Figures)	TOTAL PRICE (Figures)
7.	1	L.S.	FRAMING		
Forty-three thousand nine hundred ninety				\$	\$ 43,990
UNIT PRICE (Words)					
8.	1	L.S.	ROOF DRAINS		
Two thousand six hundred				\$	\$ 2,600
UNIT PRICE (Words)					
9.	1	L.S.	ROOF		
Nineteen thousand nine hundred seventy				\$	\$ 19,970
UNIT PRICE (Words)					
10.	1	L.S.	PLASTER		
Eight thousand five hundred				\$	\$ 8,500
UNIT PRICE (Words)					
11.	1	L.S.	GLAZING		
Fifteen thousand eight hundred forty				\$	\$ 15,840
UNIT PRICE (Words)					

Sub Total (ITEMS # 7 - 11) \$ 90,900

WF Construction, Inc.

By: _____
 (Bidder)

 (Signature) 5/20/08

 (Title) (Date)

NOTE:
 In case of error in extension of price into
 Total Price Column the Unit Price will
 govern.

UNIT PRICE LIST

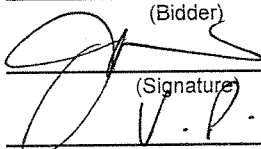
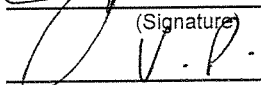
WORK IDENTIFICATION: Glendora Public Library – Children’s Room Expansion, FY 2007- 08 Plan No. 999
 NAME OF BIDDER: WF Construction, Inc.
 ADDRESS: 620 Arrow Hwy., La Verne, CA. 91750 PHONE NO: (909) 599-4262

LIBRARY ADDITION (continued):

ITEM	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE (Figures)	TOTAL PRICE (Figures)
12.	1	L.S.	DOORS		
Five thousand four hundred ten UNIT PRICE (Words)				\$ _____	\$ <u>5,410</u>
13.	1	L.S.	ROUGH PLUMBING		
Five thousand one hundred UNIT PRICE (Words)				\$ _____	\$ <u>5,100</u>
14.	1	L.S.	ROUGH ELECTRICAL		
Ten thousand five hundred eighty UNIT PRICE (Words)				\$ _____	\$ <u>10,580</u>
15.	1	L.S.	INSULATION		
Eight hundred twenty five UNIT PRICE (Words)				\$ _____	\$ <u>825</u>
16.	1	L.S.	SHEETROCK		
Two thousand one hundred UNIT PRICE (Words)				\$ _____	\$ <u>2,100</u>

Sub Total (ITEMS # 12 - 16) \$ 24,015

WF Construction, Inc.

By:  (Bidder)
 (Signature)
V.P. (Title)
5/20/08 (Date)

NOTE:
 In case of error in extension of price into
 Total Price Column the Unit Price will
 govern.

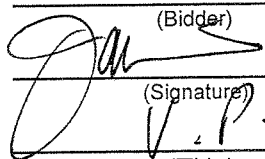
UNIT PRICE LIST

WORK IDENTIFICATION: Glendora Public Library – Children’s Room Expansion, FY 2007- 08 Plan No. 999
 NAME OF BIDDER: WF Construction, Inc.
 ADDRESS: 620 Arrow Hwy., La Verne, CA. 91750 PHONE NO: (909) 599-4262

LIBRARY ADDITION (continued):

ITEM	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE (Figures)	TOTAL PRICE (Figures)
17.	1	L.S.	SUSPENDED CEILING		
Four thousand dollars				\$ _____	\$ 4,000
UNIT PRICE (Words)					
18.	1	L.S.	HVAC SYSTEM		
_____				\$ _____	\$ N/A
UNIT PRICE (Words)					
19.	1	L.S.	CABINETS		
Twelve thousand two hundred twenty				\$ _____	\$ 12,220
UNIT PRICE (Words)					
20.	1	L.S.	FINISHES		
Two thousand nine hundred				\$ _____	\$ 2,900
UNIT PRICE (Words)					
21.	1	L.S.	FLOORING		
Twelve thousand nine hundred ninety				\$ _____	\$ 12,990
UNIT PRICE (Words)					

Sub Total (ITEMS # 17 - 21) \$ 32,110

WF Construction, Inc.
 _____ (Bidder)
 By:  _____ (Signature)
 _____ (Title)
 5/20/08 (Date)

NOTE:
 In case of error in extension of price into
 Total Price Column the Unit Price will
 govern.

UNIT PRICE LIST

WORK IDENTIFICATION: Glendora Public Library – Children’s Room Expansion, FY 2007- 08 Plan No. 999
 NAME OF BIDDER: WF Construction, Inc.
 ADDRESS: 620 Arrow Hwy., La Verne, CA. 91750 PHONE NO: (909) 599-4262

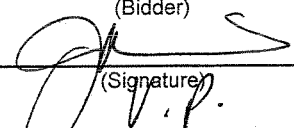
LIBRARY ADDITION (continued):

ITEM	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE (Figures)	TOTAL PRICE (Figures)
22.	1	L.S.	FINISH ELECTRICAL		
Four thousand five hundred <small style="text-align: center;">UNIT PRICE (Words)</small>				\$	\$ 4,500
23.	1	L.S.	FINISH PLUMBING		
Four thousand five hundred twenty five <small style="text-align: center;">UNIT PRICE (Words)</small>				\$	\$ 4,525

Sub Total (ITEMS # 22 - 23) \$ 9,025

LIBRARY EXPANSION TOTAL (ITEMS # 1 - 23) \$ 313,220

WF Construction, Inc.

By: _____
(Bidder)

(Signature)

(Title)

5/20/08
(Date)

NOTE:
 In case of error in extension of price into Total Price Column the Unit Price will govern.

UNIT PRICE LIST

WORK IDENTIFICATION: Glendora Public Library – Children’s Room Expansion, FY 2007- 08 Plan No. 999

NAME OF BIDDER: WF Construction, Inc.

ADDRESS: 620 Arrow Hwy., La Verne, CA. 91750 PHONE NO: (909) 599-4262

MISCELLANEOUS:

ITEM	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE (Figures)	TOTAL PRICE (Figures)
1.	1	L.S.	MISCELLANEOUS		
Seventy six thousand six hundred eighty				\$	\$ 76,680
UNIT PRICE (Words)					

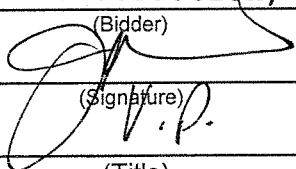
*This item is subject to reduction, increase or deletion as instructed by the City Engineer.

MISCELLANEOUS TOTAL (ITEM # 1) \$ 76,680

SITE WORK TOTAL (ITEMS # 1 - 7) \$ 65,900

LIBRARY EXPANSION TOTAL (ITEMS # 1 - 23) \$ 247,320

PROJECT TOTAL \$ 389,900

By: WF Construction, Inc.
 (Bidder)

 (Signature)
V.P.
 (Title)

5/22/08
 (Date)

NOTE:
 In case of error in extension of price into
 Total Price Column the Unit Price will
 govern.

end Section III - Proposal (Part 2)

AGREEMENT
(Public Works Contract)

THIS AGREEMENT, made and entered into this _____ day of _____, 2008, that Contractor properly delivered this Agreement and all other required documents to the City Clerk, in the County of Los Angeles, State of California, by and between the CITY OF GLENDORA, a municipal corporation (hereinafter "City") and, _____
WF Construction, Inc., 620 Arrow Hwy., La Verne, CA 91750 (hereinafter "Contractor").

WHEREAS, the City Council of the City at a meeting held on the _____ day of _____, 2008, authorized the Mayor and City Clerk to enter into this Agreement after Public bidding in accordance with California Public Contract Code Section 20160 et seq.

NOW, THEREFORE, it is hereby agreed by and between the parties that:

1. Defined Terms

1.1 Terms used in this Agreement which are defined in the General Conditions incorporated herein by reference by Section 7.1 have the meaning assigned to them in the General Conditions.

2. Performance of Work

2.1 The Contractor shall furnish all of the labor, materials, tools, equipment, services and transportation necessary to perform all of the work described as follows:
Glendora Public Library – Children’s Room Expansion, FY 2007- 08, Plan No. 999 (hereinafter "work").

2.2 The Contractor shall perform all of the work in strict accordance with the Contract Documents as enumerated in Article 7 hereof.

2.3 The Contractor shall be liable to the City for any damages arising from, or as a result of, a failure to fully comply with the Contract Documents. Contractor shall not be excused with respect to any failure to so comply by any act or omission of the City, its officers, employees or agents, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Contract Document.

3. Schedule

3.1 Time being of the essence, the Contractor shall commence the work and shall diligently pursue the work to completion within the time stated in Article 13 of the Instructions to Bidders, and upon the work schedule, if any, as specified in the Special Conditions, except as such time may be extended in writing by the City in accordance with the provisions of the General Conditions.

3.2 The Contractor shall furnish a work schedule for the project to the City Engineer. The first working day of the contract will be (10) calendar days from the specified in the notice to proceed.

4. Contract Price

4.1 The City shall pay to the Contractor as full consideration for the faithful performance of the contract entered into by this Agreement, subject to any additions or deductions as provided in the Contract Documents, the sum of Three-Hundred Eighty-Nine Thousand, Nine Hundred Dollars and Zero Cents dollars (\$ 389,900.00).

4.2 If the Contract Documents include a Unit Price List, the Contract Price is determined by the unit prices contained in the Contractor's Bid. In accordance with Article 2 of the Bid Proposal, final payment shall be made at the unit prices bid upon the basis of actual measured quantities as the same may be finally determined by the City Engineer.

5. Payments

5.1 If the Special Conditions do not provide otherwise, progress payments shall be made. Said payments are to be made pursuant to the General Conditions. Each payment shall be made within thirty-five (35) days after Contractor furnishes the City with the applicable invoice and, if required by the City Engineer, a release of all undisputed contract amounts related to said invoice. Contractor shall not submit invoices more often than once every thirty (30) days.

5.2 If the Special Conditions provide that progress payments shall not be made, the Contractor shall be paid within thirty-five (35) days after Contractor furnishes the City with a release of all undisputed contract amounts, if required by the City Engineer, and final acceptance of the work by the City Engineer.

5.3 In the event there is any claim specifically excluded by Contractor from the operation of any release, there shall be retained by City an amount not to exceed the amount of the disputed claim. [P.C.C. Section 7100]

6. Legal Requirements

6.1 Pursuant to California Labor Code Section 1810 et. seq. eight (8) hours labor constitutes a legal day's work. Contractor shall forfeit as a penalty to City the sum of \$25.00 for each worker employed in the execution of the contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code Section 1810. [Labor Code Section 1813]

6.2 (A) Copies of the determination of the Director of the Department of Industrial Relations of the rate of per diem wages for each craft, classification or type of worker needed to execute the contract are on file in, and available at, the office of the City Engineer, at 116 E. Foothill Boulevard, Glendora. [Labor Code Section 1773.2]

(B) The Contractor shall post at the work site, for the duration of the contract, a copy of the determination of the Director of the specified prevailing rate of per diem wages. [Labor Code Section 1773.2]

(C) The Contractor, and any subcontractor, under the Contractor, shall pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. [Labor Code Section 1771] The Contractor shall have the responsibility for compliance with California Labor Code Section 1776 relative to the retention and inspection of payroll records. [Labor Code Section 1776]

6.3 Nothing in this contract shall prevent the Contractor or any subcontractor from employing properly registered apprentices in the execution of the contract. The Contractor shall have the responsibility for compliance with California Labor Code Section 1777.5 for all apprenticeable occupations. [Labor Code Section 1777.5]

6.4 Neither the Contractor, nor any subcontractor under the Contractor, shall discriminate in the employment of persons upon the work because of the race, religion, creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or age of such person, except as provided in Sections 12940 and 12941 of the Government Code. The Contractor shall have responsibility for compliance with this Section. [Government Code Sections 12940, 12941]

6.5 Contractor shall, at Contractor's sole expense, obtain all necessary permits and licenses for the work, including but not limited to a valid City business license, and give all necessary notices and pay all fees and taxes required by law.

7. Contract Documents

7.1 The contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the contract as if herein set forth in full or attached hereto:

- Notice Inviting Bids
- Instructions to Bidders

Revised 9/29/98

AGREEMENT

SECTION V

Page 2

- Bid Proposal, as accepted
 - Notice of Award
 - Agreement
 - Payment Bond
 - Performance Bond
 - Contractor's Certificate Regarding Workers' Compensation
 - General Conditions
 - Special Conditions
 - Specifications
 - Plans and Standard Drawings
 - Addenda Nos. **Addendum #1**
 (Dated 5/16/08)
 - Other Documents (list here).
-
-
-

8. Independent Contractor

8.1 The Contractor is and shall at all times remain as to the City a wholly-independent Contractor. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of the Contractor or any of the Contractor's officers, employees, servants, agents or subcontractors, except as set forth in the Contract Documents. The Contractor shall not at any time or in any manner represent that it or any of its officers, employees, agents or subcontractors, are in any manner officers, employees, agents or subcontractors of the City.

9. Indemnification

9.1 The Contractor shall indemnify, defend with counsel approved by the City and hold harmless the City and its officers, officials, employees, servants, agents and volunteers from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to, death or injury to any person and injury to any property, arising from, or in any way connected with, the performance of this agreement, except such damage that is caused by the sole negligence of the City or any of its officers, officials, employees, servants, agents or volunteers unless waived by the City's Risk Manager in writing.

9.2 The City does not, and shall not, waive any rights against Contractor which it may have by reason of the aforesaid indemnification agreement, because of the acceptance by the City, or the deposit with the City by Contractor, of any of the insurance policies specified in this Agreement or other Contract Document.

9.3 The aforesaid indemnification agreement shall apply regardless of whether or not the insurance policies specified in this Agreement or other Contract Document shall have been determined to be applicable to the claim, liability, loss, damage, cost or expense.

10. Insurance

10.1 Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. Insurer shall be an admitted carrier in the State of California.

10.2 Minimum Scope of Insurance - Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability coverage (occurrence form CG 0001)
2. Insurance Services Office form number CA 0001 (Ed 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance form providing coverage for "all risks" of loss.

10.3 Minimum Limits of Insurance - Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project / location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project.

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

10.5 Other Insurance Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Glendora, its officers, officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Glendora, its officers, officials, employees, agents or volunteers.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City of Glendora, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Glendora, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Glendora, its officers, officials, employees, agents or volunteers.

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

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5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the City of Glendora.

Course of construction policies shall contain the following provisions:

1. The City of Glendora shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against entity.

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

10.7 Verification of Coverage - Contractor shall furnish the City of Glendora with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City of Glendora. All endorsements are to be received and approved by the City of Glendora before work commences. As an alternative to the City of Glendora forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

10.8 Subcontractors - Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

10.9 Contractor, and every subcontractor, shall provide complete workers' compensation insurance consistent with the provisions of Section 10, or a certificate of consent to self-insurance by the Director of Industrial Relations in accordance with the requirements of Section 3800 of the California Labor Code. Contractor shall indemnify, defend and hold harmless the City and its officers, employees, servants and agents from any claim resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance. [Labor Code Section 3800]

11. City's Right to Terminate

11.1 If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in the time specified, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instruction of the City, or otherwise breach this contract, the City Engineer shall serve written notice on the Contractor of the intention that this contract be terminated together with the reasons therefore. Unless within five (5) days after the service of such notice such condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said five (5) days, cease and terminate. In such case, Contractor shall not be entitled to receive any further payment until the work is finished.

11.2 In event of any such termination, the City shall immediately serve written notice thereof upon surety and Contractor, and surety shall have the right to take over and perform this contract, provided, however, that if surety within five (5) days after service upon it of said notice of termination does not give the City written notice of its intention to take over and perform this contract or does not commence performance thereof within ten (10) days from the date serving such notice, the City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor, and he and his surety shall be liable to the City for any excess cost or other damages occasioned the City thereby.

11.3 If the City takes over the work as herein above provided, the City may, without liability for so doing, take possession of, and utilize in completing the work, such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefor.

12. Waiver

12.1 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

13. Notice

13.1 Whenever it shall be necessary for either party to serve notice on the other respecting the contract, such notice shall be served by registered mail, postage prepaid, return receipt requested, address to the City Engineer at 116 E. Foothill Boulevard, Glendora, CA 91741 and to the Contractor at WF Construction, Inc.
620 Arrow Hwy., La Verne, CA 91750, (909) 599-4262
unless and until different addresses may be furnished in writing by either party to the other.

13.2 Notice shall be deemed to have been served as of the third (3rd) day after the same has been deposited in the United States postal service. This shall be a valid and sufficient service of notice for all purposes.

14. Assignment

14.1 The Contractor shall not assign the performance of the contract, nor any part thereof, nor any monies due or to become due hereunder, without the prior written consent of the City. It is understood and acknowledged by the parties that the Contractor is the lowest bidder qualified to perform the work.

14.2 Subject to the provision of this Article regarding assignment, the contract shall be binding upon the heirs, executors, administrators, successors, and assigns of the Contractor.

15. Attorney's Fees

15.1 If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of the contract, the prevailing party shall be entitled to reasonable attorney's fees, court costs and necessary disbursement, in addition to any other relief to which it may be entitled. This agreement shall be governed by the laws of the State of California. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, it shall be brought in the courts of the State of California.

16. Miscellaneous Provisions

16.1 Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected in the Contract Documents.

16.2 The contract shall be effective from and after the date that this Agreement is signed by the representatives of the City.

16.3 This Agreement is made in four (4) original counterparts.

16.4 The captions of the articles, sections, subsections, paragraphs and subparagraphs of the Contract Documents are for reference only and are not to be construed in any way as a part of the contract.

16.5 The remedies contained in this Agreement are cumulative, and in addition to and not in limitation of, any remedy at law or in equity to which the City may be entitled.

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17. Entire Agreement

17.1 The Contract Documents integrate all terms and conditions in connection with the work called for herein and supersede all negotiations and prior understandings, either oral or in writing, in respect to the subject matter hereof.

17.2 The Contract Documents are intended to be complimentary. Work required by one of the Contract Documents and not by others shall be done as if required by all.

17.3 Each and every provisions of law and clause required to be inserted therein, and if through mistake or otherwise any such provision is not inserted, or is not inserted correctly, then upon application of either party, the Contract Documents shall forthwith be amended in writing to make such insertion or correction.

17.4 The Contract Documents shall not be amended except by a writing duly executed by the parties.

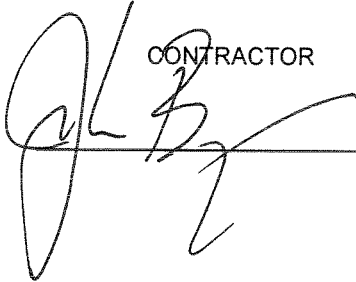
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF GLENDORA

BY: _____
Mayor

ATTEST:

City Clerk

CONTRACTOR


end Section V - Agreement