

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 16th day of April, 2013, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and Allison Mechanical, Inc. hereinafter ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: HVAC upgrades to the A.K. Smiley Public Library, complete, as required by the Contract Documents (as herein defined) and Specifications for City's HVAC Upgrades to the A.K. Smiley Public Library, Project No: 47016 (the "Work").
2. **CONTRACT SUM:** City shall pay Contractor the sum of Three Hundred Twenty-Nine Thousand Five Hundred Ninety-Nine Dollars (\$329,599) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.
3. **TIME FOR COMPLETION:** The Work shall be completed within ninety (90) calendar days from and after the date of the delivery to Contractor of the Notice to Proceed by City.
4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of One Thousand Dollars (\$1,000) for each consecutive calendar day in excess of the specified time for completion of the work.

Execution of this Contract shall constitute agreement by City and Contractor that One Thousand Dollars (\$1,000) per day is the estimated damage to City caused by the failure of the Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement Performance, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively the "Contract Documents").
6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Any claims by Contractor in the amount of Three Hundred Seventy Five Thousand Dollars (\$375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contracts Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in Public Contracts Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided for the filing of claims by Contractor.
8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by Public Contract Code Section 6109 and Labor Code sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to perform the Work.
9. **ASSIGNMENT OF AGREEMENT:** No assignment by Contractor of any rights or interests under this Contract shall be binding on the City without the prior written consent of the City.
10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.
11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

City of Redlands

(SEAL)

By: Pete Aguilar
Pete Aguilar, Mayor

ATTEST:

Sam Irwin
Sam Irwin, City Clerk

(SEAL)

Allison Mechanical Inc.
Name of Contractor

By: Reginald Butler
Signature of Authorized Agent

SR Project Manager
Title

Signature of Authorized Agent (if necessary)

Title

679866 C20, B
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Quality of Life Department
**HVAC Upgrades to the A.K. Smiley Public Library,
Project No: 47016**

Labor Code Section 3700, provides, in part that:

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

- (a) By being insured against liability to pay compensation in one or more insurer duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract. (Labor Code section 1861)

Dated this 16th day of April, 2013.

Allison Mechanical, Inc.
(Contractor)
Raymond Bat
(Signature)
SR Project Manager
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)