BOOK 2

CONTRACT DOCUMENTS
for

AIR CONDITIONING MAINTENANCE SERVICE

at the Defense Manpower Data Center (DMDC)
DoD Building #4385, Seaside, California

Approved by: Tim O'Halloran, P.E.
City Engineer / Public Works Services Manager

Reviewed by:
Rick Riedl, P.E., Associate Civil Engineer

CITY OF SEASIDE
Department of Public Works

July 29, 2010

Bidder _____

BIDDER'S PROPOSAL
Air Conditioning Maintenance Service
Items Necessary to Complete Bid

Bids must be accompanied by the following completed forms:

1. Proposal Form
2. Previous Disqualification Questionnaire
3. List of Subcontractors
4. Bidder's Information Statement (A complete list of previous similar jobs)
5. Non-Collusion Affidavit – **Must be notarized**
6. Debarment and Suspension Certification
7. Sample Contract

Failure to complete, sign and notarize (where required) and return the above bid documents may render the bid non-responsive.

1. Proposal Form
CITY OF SEASIDE
Air Conditioning Maintenance Service

The work to be done and referenced to herein is in the City of Seaside, State of California, and shall be done in accordance with the special provisions (including the payment of not less than the minimum wage rates set forth therein) and the contract annexed hereto and the General Prevailing Wage Rates.

The undersigned, as bidder, declares that the only person interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation, and in submitting this proposal, the undersigned bidder agrees that if it is determined that he is the successful bidder, he will execute the non-collusion affidavit found in these special provisions; that he has carefully examined the contract documents and conditions therefore and is familiar with all proposal requirements, that he has examined the annexed form of contract and he hereby proposes and agrees if this proposal is accepted by the City to provide all necessary machinery, tools, apparatus and other means, and to do all the work and furnish all the materials and services required to complete the said maintenance service in accordance with the contract documents in the time stated herein, for the unit prices and that the unit costs of all work stated in Base Bid shall be honored for 90 calendar days after the Notice To Proceed has been issued by the City as follows:

BASE BID (Air Conditioning Maintenance Service)

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	ORIGINAL TERM COST
1	Bimonthly Service AC Units	5	EACH	$	$
2	Quarterly Service Chillers	4	EACH	$	$
3	Annual Service Chillers	1	EACH	$	$
4	Eddy Current Test Chillers	1	EACH	$	$
5	Semiannual Service Cooling Tower	2	EACH	$	$
6	Bimonthly Service Heat Pumps	5	EACH	$	$
7a	Trouble Call – Travel Time (Monday thru Friday)	1	HOUR	$	$
7b	Trouble Call – Standard Time (Monday thru Friday)	1	HOUR	$	$
7c	Trouble Call –Overtime (Monday thru Friday)	1	HOUR	$	$
7d	Trouble Call – Travel Time (Saturday, Sunday and Holiday)	1	HOUR	$	$
7e	Trouble Call – Standard Time (Saturday, Sunday and Holiday)	1	HOUR	$	$
7f	Trouble Call – Overtime (Saturday, Sunday and Holidays)	1	HOUR	$	$
		Base Bid Amount			$

ADDITIVE ALTERNATES (Air Conditioning Maintenance Service)					
ITEM	**ITEM DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT COST**	**TERM 2 COST**
A1	Bimonthly Service AC Units	5	EACH	$	$
A2	Quarterly Service Chillers	4	EACH	$	$
A3	Annual Service Chillers	1	EACH	$	$
A4	Semiannual Service Cooling Tower	2	EACH	$	$
A5	Bimonthly Service Heat Pumps	5	EACH	$	$
A6a	Trouble Call – Travel Time (Monday thru Friday)	1	HOUR	$	$
A6b	Trouble Call – Standard Time (Monday thru Friday)	1	HOUR	$	$
A6c	Trouble Call –Overtime (Monday thru Friday)	1	HOUR	$	$
A6d	Trouble Call – Travel Time (Saturday, Sunday and Holiday)	1	HOUR	$	$
A6e	Trouble Call – Standard Time (Saturday, Sunday and Holiday)	1	HOUR	$	$
A6f	Trouble Call – Overtime (Saturday, Sunday and Holidays)	1	HOUR	$	$
		Additive Alternates Option Year 1 Items A1 thru A6 Bid Amount			$
B1	Bimonthly Service AC Units	5	EACH	$	$
B2	Quarterly Service Chillers	4	EACH	$	$
B3	Annual Service Chillers	1	EACH	$	$
B4	Semiannual Service Cooling Tower	2	EACH	$	$
B5	Bimonthly Service Heat Pumps	5	EACH	$	$
B6a	Trouble Call – Travel Time (Monday thru Friday)	1	HOUR	$	$
B6b	Trouble Call – Standard Time (Monday thru Friday)	1	HOUR	$	$
B6c	Trouble Call –Overtime (Monday thru Friday)	1	HOUR	$	$
B6d	Trouble Call – Travel Time (Saturday, Sunday and Holiday)	1	HOUR	$	$
B6e	Trouble Call – Standard Time (Saturday, Sunday and Holiday)	1	HOUR	$	$
B6f	Trouble Call – Overtime (Saturday, Sunday and Holidays)	1	HOUR	$	$
		Additive Alternates Option Year 2 Items B1 thru B6 Bid Amount			$
C1	Bimonthly Service AC Units	5	EACH	$	$
C2	Quarterly Service Chillers	4	EACH	$	$
C3	Annual Service Chillers	1	EACH	$	$
C4	Eddy Current Test Chillers	1	EACH	$	$
C5	Semiannual Service Cooling Tower	2	EACH	$	$
C6	Bimonthly Service Heat Pumps	5	EACH	$	$
C7a	Trouble Call – Travel Time (Monday thru Friday)	1	HOUR	$	$

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TERM 2 COST
C7b	Trouble Call – Standard Time (Monday thru Friday)	1	HOUR	$	$
C7c	Trouble Call –Overtime (Monday thru Friday)	1	HOUR	$	$
C7d	Trouble Call – Travel Time (Saturday, Sunday and Holiday)	1	HOUR	$	$
C7e	Trouble Call – Standard Time (Saturday, Sunday and Holiday)	1	HOUR	$	$
C7f	Trouble Call – Overtime (Saturday, Sunday and Holidays)	1	HOUR	$	$
		Additive Alternates Option Year 3 Items C1thru C7 Bid Amount			$
D1	Bimonthly Service AC Units	5	EACH	$	$
D2	Quarterly Service Chillers	4	EACH	$	$
D3	Annual Service Chillers	1	EACH	$	$
D4	Semiannual Service Cooling Tower	2	EACH	$	$
D5	Bimonthly Service Heat Pumps	5	EACH	$	$
D6a	Trouble Call – Travel Time (Monday thru Friday)	1	HOUR	$	$
D6b	Trouble Call – Standard Time (Monday thru Friday)	1	HOUR	$	$
D6c	Trouble Call –Overtime (Monday thru Friday)	1	HOUR	$	$
D6d	Trouble Call – Travel Time (Saturday, Sunday and Holiday)	1	HOUR	$	$
D6e	Trouble Call – Standard Time (Saturday, Sunday and Holiday)	1	HOUR	$	$
D6f	Trouble Call – Overtime (Saturday, Sunday and Holidays)	1	HOUR	$	$
		Additive Alternates Option Year 4 Items D1thru D6 Bid Amount			$

Lump Sum Price Breakdown Immediately after award of the contract, the contractor shall submit a cost breakdown list to the Engineer for all Lump Sum Bid items. The list shall consist of major elements of work that make up the item and shall be used for determining progress pay estimates.

Bid Clarification Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Base Bid only.

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsible bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract.

Whenever unit prices are required and there is an incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Seaside does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work by twenty-five percent or to omit portions of

the work as may be deemed necessary by the Engineer.

The foregoing unit prices for all items of work and the total amount bid shall include all costs for labor and materials, overhead, profit, insurance, mobilization and demobilization, and all other appurtenant costs associated with performing and administering the work under this contract.

All electricians performing work under this contract, as defined as making electrical connections at or above 100 volt-amperes, shall be certified pursuant to Section 3099 et seq. of the California Labor Code. Contractor shall submit proof of certification, or proof that the requirements of Section 3099.4 (a) of the California Labor Code have been met, prior to electricians commencing work under this contract.

_____

_____

_____

Bidder's Company Name, Address, and Telephone

Contractor's License No. _____

_____

Signature

_____

Printed Name

_____

Title

Addenda received and incorporated into this proposal:

Addenda number(s): none 1 2 3 4 5

_____

(Circle all that apply) **Signed** **Date signed**

2. Previous Disqualification Questionnaire

In accordance with Government Code Section l43l0.5, the bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes____ No ____

If the answer is yes, explain the circumstances in the following space.

_____ _____

Date Bidder's Signature

3. List of Subcontractors

In compliance with the provisions of Section 4100 & 4109 of the Public Contract Code of the State of California and any amendments thereto, the Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Bidder's Total Bid Price, and shall also list the portion of the work which will be done by such subcontractor. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection.

Work to be Performed Including bid item number(s)	**Percent of Total Contract**	**License No. and Date of Expiration**	**Subcontractor's Name & Address**
1 _____	_____	_____	_____
2 _____	_____	_____	_____
3 _____	_____	_____	_____
4 _____	_____	_____	_____
5 _____	_____	_____	_____
6 _____	_____	_____	_____
7 _____	_____	_____	_____

4. Bidder's Information Statement

1. Number of years the bidder has performed the type of maintenance work required by this project: _____

2. List the type of work normally performed by your own forces:
_____

_____

_____

3. Has your contractor's license been suspended or revoked during the last five years? [ ] Yes [ ] No
4. Has the bidder declared bankruptcy or been in receivership during the last five years? [ ] Yes [ ] No
5. Has the bidder ever defaulted on a contract forcing a surety to suffer a loss? [ ] Yes [ ] No
6. Has the bidder been unable to obtain a bond or been denied a bond? [ ] Yes [ ] No
7. Has the bidder ever failed to complete work awarded to it? [ ] Yes [ ] No
8. Has the bidder filed any lawsuits, requested arbitration or been involved in any litigation during the last five years?
   [ ] Yes [ ] No
9. Has the bidder failed to pay prevailing wages on any public project during the last 5 years? [ ] Yes [ ] No

If the answer is "yes" to any of questions 3 through 9 please explain the circumstances in the below space. The bidder may attach additional pages if necessary, to provide a detailed response.

_____

_____

On Enclosures A-1 through A-3 list five maintenance contracts the bidder has had with public agencies over the last five years similar to the proposed project in type and in total contract amount. These forms must be completed. Attaching a list of projects without the information requested on these enclosures is not satisfactory.

Name of your Surety Company: _____

Is your Surety Company California Admitted? [ ] Yes [ ] No

ENCLOSURE A-1

Similar Maintenance Contract Bidder has completed over the last three years for a Public Agency

Address each item, indicating "none" where appropriate.

1. Name and Location of Project: _____

2. Name of Bidder's Superintendent on the project: _____

3. Description of work including quantities of installed work:_____

_____

_____

_____

4. Name of Public Agency:_____

5. Name and telephone number of Public Agency's Project Engineer: _____

6. Original Contract Amount:_____

7. Total Amount of Approved Change Orders:_____

8. Final Contract Amount:_____

9. Date of Contract completion: _____

10. Were Liquidated Damages assessed?_____

11. Claims amount:_____

12. Citations by OSHA: _____

13. Failure to pay prevailing wages or other Federal/State required taxes or contributions?_____

ENCLOSURE A-2

Similar Maintenance Contract Bidder has completed over the last three years for a Public Agency

Address each item, indicating "none" where appropriate.

Name and Location of Project: _____

1. Name of Bidder's Superintendent on the project: _____
2. Description of work including quantities of installed work:_____

_____

_____

_____

3. Name of Public Agency:_____
4. Name and telephone number of Public Agency's Project Engineer: _____
5. Original Contract Amount:_____
6. Total Amount of Approved Change Orders:_____
7. Final Contract Amount:_____
8. Date of Contract completion: _____
9. Were Liquidated Damages assessed?_____
10. Claims amount:_____
11. Citations by OSHA: _____
12. Failure to pay prevailing wages or other Federal/State required taxes or contributions?_____

ENCLOSURE A-3

Similar Maintenance Contract Bidder has completed over the last three years for a Public Agency

Address each item, indicating "none" where appropriate.

1. Name and Location of Project: _____
2. Name of Bidder's Superintendent on the project: _____
3. Description of work including quantities of installed work:_____

_____

_____

_____

4. Name of Public Agency:_____
5. Name and telephone number of Public Agency's Project Engineer: _____
6. Original Contract Amount:_____
7. Total Amount of Approved Change Orders:_____
8. Final Contract Amount:_____
9. Date of Contract completion: _____
10. Were Liquidated Damages assessed?_____
11. Claims amount:_____
12. Citations by OSHA: _____
13. Failure to pay prevailing wages or other Federal/State required taxes or contributions?_____

5. Non-Collusion Affidavit

To: City of Seaside

The undersigned, in submitting a bid for performing the following work by contract, being duly sworn, deposes and says:

That he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

_____

_____

_____

_____

Company Name and Address

_____

Signature

_____

Title

(**must be notarized**)

(It is requested that the bidder execute the affidavit on this page at the time of submitting his bid or, if it cannot be submitted with the bid, this affidavit shall be executed by the successful bidder)

Bidder _____

6. Debarment And Suspension Certification

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state, Federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, Federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this _____ day of _____, 200_ in _____, _____ county, California.

_____
(signature, title)

7. Sample Contract

This Agreement, made and concluded in duplicate this ___th day of _____, 2010, between the CITY OF SEASIDE, herein referred to as "City", and CONTRACTOR INC, herein referred to as "Contractor".

WITNESSETH:

Article I. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City and hereunto annexed, the said Contractor agrees with the said City, at his own proper cost and expense, to do all the Work and furnish all the materials as specified in the Contract Documents, (see below), necessary to repair and maintain in a good workmanlike and substantial manner and to the satisfaction of said City, in accordance with the provisions hereto annexed and also in accordance with the higher of either the latest applicable General Prevailing Wage Rates or the Davis Bacon Wage Rates. The Work to be done is specified in the attached documents and are made part of this contract:

1. Book 1, dated July 27, 2010 ("the Work"), and
2. Book 2, dated <DATE> ("the Proposal")

If there is a conflict between the scopes of work defined in the documents above, Book 1 shall prevail.

Article II. The said City hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and do the Work according to the terms and conditions herein contained and referred to, for the price hereinafter set forth, and hereby contracts to pay the same at the time, in the manner, and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Article III. The statements of prevailing wages appearing in the General Prevailing Wage Rates and/or the Davis-Bacon Act are hereby specifically referred to and by this reference made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

Article IV. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require 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.

Article V. And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all labor, materials and equipment and for doing all the Work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the said City and for all risks of every description connected with the Work; also for all expenses incurred by or in consequence of the suspension or discontinuance of Work and for well and faithfully completing the Work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

	Item	Quant	Unit	Unit Price	Total
1	< Work Item 1>	X	Y	Z	XX
2	< Work Item 2>	X	Y	Z	XX
	TOTAL				**XX**

Article VI. - Assignment. The Contractor shall not assign any of his duties, responsibilities or obligations without prior written consent from the City.

Article VII. Indemnity**.** To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless, the Department of Defense, the City any and all of City's boards, officers, employees, agents, assigns, and successors in interest through legal counsel reasonably acceptable to the City, from and against any and all claims losses, demand and expenses, including, but not limited to, attorney's fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of or in any way connected to the Work performed by Contractor under this agreement. Without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence 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 active negligence of City.

Article VIII. Insurance. Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. The City of Seaside, its officers, agents and employees shall be named as additional insured. Right of general supervision by the City shall not make the Contractor an agent of the City and the liability of the Contractor for all damages to persons or the public or property arising from the Contractor's execution of the Work shall not be lessened because of such supervision.

Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. 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 City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than $2,000,000 per occurrence for all covered losses and no less than $4,000,000 general aggregate.

Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- Explosion, collapse or underground hazard (XCU)
- Products and completed operations
- Pollution liability
- Contractual liability

Coverage shall be applicable to City for injury to employees of contractors, subcontractors or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

2. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident for all covered losses.

3. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than $1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

4. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf' basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than $1,000,000 per occurrence and aggregate.

The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by insurance company or insured during the term of this contract shall occur without thirty [30] days written notice to City prior to the effective date of such cancellation or change in coverage.

Article IX Contract Bond. The Contractor shall furnish a surety bond. The bond shall be executed in a sum equal to one hundred percent of the Contract price and issued by a bonding company with an A.M. Best rating of A- or better, or instrument of credit.

The Surety Bond shall serve as surety for the guaranty requirements, as follows. The successful bidder shall unconditionally guarantee the materials for a period of one year from the date of recording of the notice of completion. The guarantee shall cover one hundred percent of all costs of repairs within this one-year period, including all costs of labor, materials, equipment and incidentals. A surety bond in the amount of one hundred percent of the contract price shall be furnished to the City by the successful bidder to cover the aforesaid guaranty.

Whenever any surety or sureties on this bond, or on any bonds required by law for the protection of the claims of laborers and material suppliers, become insufficient, or the City has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required as is considered necessary considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignees of the Contractor until such bond or bonds or additional surety have been furnished.

Article X. - Legal Action. Should either party to this agreement bring legal action against the other, the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgment, together with all costs.

Article XI. - Notices. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

CITY OF SEASIDE
Tim O'Halloran, P.E., City Engineer
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6825

CONTRACTOR
_____
_____
_____
_____

Article XII. Access To Records, Data and Facilities. The City Engineer or his/her authorized representative shall have access at any reasonable time to all records, data and facilities used in contract performance. CONTRACTOR shall make available to the City or their designated agent access to the Contractor's records, accounting systems, and data at any reasonable time as required for audits to demonstrate compliance with this Agreement.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

CITY OF SEASIDE

by:_____
Ray Corpuz
City Manager

_____
Date

CONTRACTOR

by:_____
Officer of the Company
Name and Title

_____
Date
Licensed in accordance with an act providing for the registration of Contractor's License No. XXXX

Approved:

_____
Tim O'Halloran
City Engineer