

SECTION 00500  
CONTRACT

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THIS CONTRACT is made this 12<sup>th</sup> day of November, 2024, in the Los Angeles County, State of California, by and between the City of Signal Hill hereinafter called City, and Estate Design and Construction Incorporated, hereinafter called Contractor. City and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1. SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated the contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

**City Hall Interior Renovation Project**

The Contractor and its surety shall be liable to City for any damages arising as a result of the Contractor's failure to comply with this obligation.

**ARTICLE 2. TIME FOR COMPLETION.** The Work shall be commenced on the date stated in City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 150 working days from the commencement date stated in the Notice to Proceed. According to the Project Schedule, the Contractor is expected to commence work no later than **November 25, 2024**. The contractor shall be responsible for submitting all contract documents required for the contract execution and issuance of the Notice to Proceed, including but not limited to payment and performance bonds, insurance documents, project schedule and material submittals no later than **November 15<sup>th</sup>, 2024**. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

**ARTICLE 3. CONTRACT PRICE.** City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Nine Hundred Eighty Eight Thousand and Eight Hundred Dollars (\$988,800). Payment shall be made as set forth in the General Conditions.

**ARTICLE 4. LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay City the sum of \$3,900 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event that Liquidated Damages are not paid, the Contractor agrees City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not affect the City's rights to other damages or remedies specified in the Contract Documents or allowed by law.

**ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

Notice Inviting Bids  
Instructions to Bidders

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Bid Form  
Contractor's Certificate Regarding Workers' Compensation  
Bid Bond  
Designation of Subcontractors  
Information Required of Bidders  
Noncollusion Declaration form  
Iran Contracting Act Certification  
Public Works Contractor Registration Certification  
Contract  
Performance Bond  
Payment Bond  
General Conditions  
Special Conditions  
Technical Specifications  
Addenda  
Plans and Drawings  
Approved and fully executed change orders  
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

**ARTICLE 6. PROVISIONS REQUIRED BY LAW.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

**ARTICLE 7. INDEMNIFICATION.** Contractor shall provide indemnification as set forth in the General Conditions.

**ARTICLE 8. PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at City Hall or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

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**ESTATE DESIGN AND  
CONSTRUCTION INC.**

**CITY OF SIGNAL HILL**

By \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

License No. \_\_\_\_\_

By \_\_\_\_\_

*Attest:*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Kimberly Boles  
Assistant City Clerk

(If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND** Secretary  
OR Treasurer REQUIRED)]

*Approved as to Form:*

\_\_\_\_\_  
Matthew E. Richardson  
City Attorney

**END OF CONTRACT**