

**SECTION 00500
CONTRACT**

THIS CONTRACT is made this 27th day of February, 2024, in the County of Los Angeles, State of California, by and between the City of Signal Hill hereinafter called City, and PALP dba Excel Paving Company, 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:

Pavement Management Program - Cherry Ave. and Jessie Nelson Cir. Improvements 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 21 calendar days from the commencement date stated in the Notice to Proceed. This project is anticipated to be awarded at the City Council Meeting on February 27, 2024. Following contract execution and bidder certifications, the City will issue a Notice to Proceed, which is expected to be executed within one (1) to two (2) weeks from the award date. 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 Three Hundred and Twenty One Thousand Eight Hundred Seventy Six Dollars and Sixty Cents (\$321,876.60). 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 \$1,000 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
- Bid Form
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond

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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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PALP, Inc. DBA Excel Paving Company

CITY OF SIGNAL HILL

By _____

Name: _____

Title: _____

License No. _____

By _____

Carlo Tomaino
City Manager

By _____

Name: _____

Title: _____

Attest:

Daritza Gonzalez
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