

Attachment 1

IRRIGATION CONSERVATION PROGRAM (PW 2022-03)
(2024-097)

City of Lake Forest
100 Civic Center Dr.
Lake Forest, CA 92630



City of Lake Forest
Section 00500 Construction Contract
Irrigation Conservation Program (PW 2022-03)

I. SECTION 00500 CONSTRUCTION CONTRACT

Title: Irrigation Conservation Program (PW 2022-03)

1. SECTION 00500 CONSTRUCTION CONTRACT

1.1. CONTRACT

THIS CONTRACT is made this _____ day of _____, _____, in the County of Orange, State of California, by and between the City of Lake Forest hereinafter called City, and Marina Landscape, Inc., hereinafter called Contractor. City and the Contractor for the considerations stated herein agree as follows:

1.2. 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 "COMPONENT PARTS OF THE CONTRACT" section below for the following Project:

Irrigation Conservation Program (PW 2022-03), PW 2022-03

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.

1.3. 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 90 working days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

1.4. 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 TEN THOUSAND TWO HUNDRED AND SIXTY FIVE DOLLARS AND SEVENTY FIVE CENTS (\$310,265.75). Payment shall be made as set forth in the General Conditions.

1.5. LIQUIDATED DAMAGES

In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay City the sum of five hundred dollars (\$500) 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.

1.6. COMPONENT PARTS OF THE CONTRACT

The "Contract Documents" include the following:

- Notice Inviting Bids

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- Instructions to Bidders
- 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.

1.7. 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.

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1.8. INDEMNIFICATION

Contractor shall provide indemnification as set forth in the General Conditions.

1.9. 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.

1.10. SIGNATURES

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

Marina Landscape, Inc.

By  Signed by:
9A13A525FE8141A...

Name: Ali Tavakoli

Title: Vice-President

License No.
492862

By  DocuSigned by:
0882CEC491824D7...

Name: Kristen Ness

Title: Secretary (Corporation or LLC)

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

CITY OF LAKE FOREST

By _____
Mark Tettemer
Mayor

Attest:

Lisa Berglund
City Clerk

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Approved as to Form:

DocuSigned by:

AE0F8B7C7BDD40D...

Best Best & Krieger, LLP
City Attorney