



CITY OF LA PUENTE CITY COUNCIL MEETINGS

How to Listen Live to the Meeting

Live Audio/Video: Visit the City's website at <https://lapuente.org/agenda/>. Under the Agenda and Minutes portal, click the video camera icon next to the current meeting to listen live.

Spanish Translation/Interpretation Services:

Live Spanish translation is available through Wordly at <https://attend.wordly.ai/join/FWOP-2761>. In-person attendees may request a headset to listen to the live Spanish translation.

Spanish interpretation is available upon request for public speakers during Oral Communications. Speakers may also use their own interpreter.

How to Submit Public Comment

All persons attending or participating in City Council meetings, whether in person, remotely, or by written comment, must comply with the Rules of Decorum set forth in La Puente Municipal Code section 2.04.120.

In Person: Complete a Speaker Request Form and submit it to the City Clerk before the first speaker has concluded their remarks during the Oral Communications portion of the meeting. Each speaker is limited to three (3) minutes.

In Writing: Email your comment to cityclerk@lapuente.org no later than 2 hours prior to the meeting start time. Email comments will be distributed to the City Council and become part of the official record for the meeting but will not be read aloud during the meeting. Please include "PUBLIC COMMENT" in the subject line.

Remote (Zoom):

Computer/Mobile Device:

- Join the Zoom Webinar at <https://zoom.us/j/99755308889>.
- To request to speak, click the "Raise Hand" button before the first speaker has concluded their remarks during Oral Communications.
- When it is your turn to speak, your name will be called and you will be unmuted so you may address the City Council.

Telephone:

- Dial [+1 669 900 6833](tel:+16699006833) and enter Meeting ID: 997 5530 8889 # (*Mobile users can tap the number to dial in automatically*).
- To request to speak by telephone, press *9 to raise your hand before the first speaker has concluded their remarks during Oral Communications.
- When it is your turn to speak, the last 4 digits of your phone number will be called and you will be asked to press *6 to unmute and provide your comments.

Availability

Materials distributed to a majority of the City Council regarding items on this agenda are available for public inspection at the City Clerk's Office at City Hall located at 15900 E. Main Street and on the City's website at <https://lapuente.org/agenda/>.

Americans with Disabilities

In accordance with the Americans with Disabilities Act (ADA), individuals requiring special assistance to participate in a City meeting or to access other City services should contact the City Clerk's Office at (626) 855-1500. Providing at least 48 hours' notice for regular meetings, 24 hours for special meetings, or as early as possible will help ensure reasonable accommodations.

Meeting Times

City Council meetings shall adjourn no later than 10:30 p.m., unless a majority of members approve a motion to extend the meeting to consider remaining agenda items in accordance with the Ralph M. Brown Act (Ordinance No. 95-727).



CITY OF LA PUENTE

REUNIONES DEL CONCEJO MUNICIPAL

Cómo escuchar la reunión en vivo

Audio en vivo: visite el sitio web de la ciudad en <https://lapuente.org/agenda/>. Bajo el portal de Agenda y Actas (*Agenda and Minutes*), haga clic en el icono de la cámara de video al lado de la reunión actual para escuchar en vivo.

Servicios de traducción/interpretación en español:

La traducción en vivo al español está disponible a través de Wordly en <https://attend.wordly.ai/join/FWOP-2761>. Los asistentes en persona pueden solicitar audiófonos para escuchar la traducción en vivo al español.

La interpretación al español está disponible a solicitud para los miembros del público que deseen hablar durante la sección de Comunicaciones Orales. Los oradores también pueden usar su propio intérprete.

Cómo enviar comentarios públicos

Todas las personas que asistan o participen en las reuniones del Concejo Municipal, ya sea en persona, de forma remota o mediante comentarios escritos, deben cumplir con las Reglas de Decoro establecidas en la sección 2.04.120 del Código Municipal de La Puente.

En persona: Complete un Formulario de Solicitud de Orador (*Speaker Request Form*) y entréguelo a la Secretaria Municipal antes de que el primer orador haya concluido sus comentarios durante la sección de Comunicaciones Orales de la reunión. Cada orador tiene un límite de tres (3) minutos.

Por escrito: Envíe su comentario por correo electrónico a cityclerk@lapuente.org a más tardar 2 horas antes del inicio de la reunión. Los comentarios por correo electrónico serán distribuidos al Concejo Municipal y formarán parte del registro oficial de la reunión, pero no se leerán en voz alta durante la reunión. Por favor incluya "PUBLIC COMMENT" (COMENTARIO PÚBLICO) en la línea de asunto.

Remoto (Zoom):

Computadora / dispositivo móvil:

- Únase al seminario web de Zoom en <https://zoom.us/j/99755308889>.
- Para solicitar hablar, haga clic en el botón "Levantar la mano" (*Raise Hand*) antes de que el primer orador haya concluido sus comentarios durante las Comunicaciones Orales.
- Cuando sea su turno de hablar, se llamará su nombre y se le activará el micrófono para que pueda dirigirse al Concejo Municipal.

Teléfono:

- Marque [+1 669 900 6833](tel:+16699006833) e ingrese el ID de la reunión: 997 5530 8889 # (*los usuarios de teléfonos celulares pueden tocar el número para marcar automáticamente*).
- Para solicitar hablar por teléfono, presione *9 para levantar la mano antes de que el primer orador haya concluido sus comentarios durante las Comunicaciones Orales.
- Cuando sea su turno de hablar, se llamarán los últimos 4 dígitos de su número telefónico y se le pedirá que presione *6 para activar el micrófono y dar sus comentarios.

Disponibilidad

Los materiales distribuidos a la mayoría de los miembros del Concejo Municipal relacionados con los temas de esta agenda están disponibles para su consulta pública en la Oficina de la Secretaria Municipal en el Ayuntamiento, ubicado en 15900 E. Main Street, y en el sitio web de la Ciudad en <https://lapuente.org/agenda/>.

Personas con Discapacidades

De acuerdo con la Ley de Estadounidenses con Discapacidades (ADA), cualquier persona que necesite asistencia especial para participar en una reunión de la Ciudad o acceder a otros servicios municipales debe comunicarse con la Oficina de la secretaria Municipal al (626) 855-1500. Proporcionar un aviso con al menos 48 horas de anticipación para reuniones regulares, 24 horas para reuniones especiales, o lo antes posible ayudará a garantizar adaptaciones razonables.

Horario de las Reuniones

Las reuniones se finalizarán a más tardar a las 10:30 p.m., a menos que la mayoría de los miembros aprueben una moción para extender la reunión y considerar los asuntos restantes de la agenda, de acuerdo con la Ley Ralph M. Brown (Ordenanza No. 95-727).



**NOTICE AND CALL AND AGENDA
SPECIAL MEETING OF THE
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
COUNCIL CHAMBERS
15900 EAST MAIN STREET, LA PUENTE
JULY 30, 2026 AT 8:30 AM**

NOTICE IS HEREBY GIVEN that a Special Meeting of the City Council of the City of La Puente is hereby called to be held on July 30, 2026, commencing at 8:30 AM, in City Council Chambers, 15900 E. Main Street, La Puente, CA 91744. The public will be provided an opportunity to provide public comment on the items listed on the agenda. The business to be discussed is as follows:

CALL TO ORDER

ROLL CALL

COUNCIL/AGENCY MEMBERS: Klinakis, Munoz, Argudo, Mendoza, Quinones

PLEDGE OF ALLEGIANCE

ORAL COMMUNICATIONS

If you wish to address the City Council/Successor Agency on an item other than a public hearing matter, please complete the Request for Oral Presentation form and submit it to the City Clerk no later than prior to the conclusion of the first speaker's remarks. All speakers are requested to observe the City's Rules of Decorum when addressing the City Council (LPMC section 2.04.120.).

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL

C. UNFINISHED BUSINESS OF THE CITY COUNCIL

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

All matters listed under Consent Calendar are considered to be routine in nature and may be enacted by one motion approving the recommendation listed on the Agenda. One or more items may be removed from the Consent Calendar so that said item(s) may be discussed and considered individually by the City Council/Successor Agency, if a motion to remove the item(s) is approved by an affirmative vote of a majority of the members of the City Council/Successor Agency.

D.1 CONSIDERATION OF AN AWARD OF CONTRACT TO KYA SERVICES LLC UTILIZING THE CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) CONTRACT FOR THE LA PUENTE COMMUNITY CENTER MODERNIZATION PROJECT IN THE AMOUNT OF \$1,659,815.50

Staff Recommendation: It is recommended that the City Council: (1) approve the agreement for construction services with KYA Services LLC for facility modernization at the La Puente Community Center in the amount of \$1,659,815.50; and (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

ORAL COMMENTS FROM COUNCIL

ORAL COMMENTS FROM STAFF

ADJOURNMENT

Dated: July 28, 2026
_____/s/_____
Charlie Klinakis, Mayor

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY OF LA PUENTE)

AFFIDAVIT OF POSTING

I, Martha Torres, City Clerk for the City of La Puente, hereby certify that a copy of the Notice and Call of a Special Meeting of the La Puente City Council, to be held on July 30, 2026, commencing at 8:30 AM, was posted in accordance with all applicable laws and provided not less than twenty-four hours before the time of the meeting to the City Council.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: July 28, 2026
_____/s/_____
Martha Torres, MPA, CMC, City Clerk



City of La Puente Agenda Report

To: Mayor and City Council For meeting of: July 30, 2026

From: Bob Lindsey, City Manager

By: Alexander Bauman, Director of Community Services

Subject: CONSIDERATION OF AN AWARD OF CONTRACT TO KYA SERVICES LLC
UTILIZING THE CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) CONTRACT
FOR THE LA PUENTE COMMUNITY CENTER MODERNIZATION PROJECT IN THE
AMOUNT OF \$1,659,815.50

BACKGROUND/DISCUSSION

The La Puente Community Center serves as the City's primary facility for recreation programs, senior services, youth activities, special events, and community meetings. Many areas within the facility have experienced significant wear due to years of continuous public use and require modernization to improve functionality, appearance, energy efficiency, and the overall customer experience.

To address these needs, staff have developed a comprehensive modernization project that focuses on updating several high-use areas throughout the facility while minimizing disruptions to public programming.

The proposed modernization project includes the following improvements:

- Renovation of the Community Center gymnasium, including flooring, painting and improvements to interior finishes and associated work.
- Replacement of flooring in selected program rooms, offices, corridors, and other high-traffic areas.
- Installation of smart thermostats to improve energy efficiency, occupant comfort, and building management capabilities.
- Refresh of a public restroom, including updated finishes, fixtures, accessories, and accessibility improvements where appropriate.
- Incidental work necessary to complete the project in accordance with current building codes and City standards.

The Facility Modernization improvements at the La Puente Community Center are being awarded through a competitively bid contract through the California Department of General Services CMAS (California Multiple Award Schedules) program. The CMAS program offers a wide variety of services at prices which have been assessed to be fair, reasonable, and competitive. CMAS creates a pool of suppliers that an agency, such as La Puente, can solicit offers from. In doing so, CMAS streamlines the procurement process for services, including maintenance-related projects.

The City of La Puente is a member of several solicitations' services, including national solicitation providers that offer competitively bid contracts. However, CMAS is specifically intended for agencies in the State of

California. CMAS offers a multitude of products, equipment, and services to California government agencies. Section 2.21.090 of the La Puente Municipal Code authorizes the city to participate in cooperative purchasing plans or programs such as CMAS.

Through the CMAS program, KYA Services LLC has been identified and selected for this Project. KYA Services LLC is an experienced CMAS contractor specializing in facility modernization projects for municipalities, school districts, and other public agencies throughout California.

FISCAL IMPACT

The city has received two separate grants, one Federal and one State for the construction of the new Activity Center. Since the City received favorable pricing related to the construction of the new Activity Center, excess grant funds are available. Additionally, both grants have allowed the City to utilize these funds for rehabilitation and construction at La Puente Park, including community facility upgrades. Therefore, funding is available utilizing these grants for this project.

The total cost for this project is \$1,659,815.50. Funding is available in the Fiscal Year 2026-27 Capital Improvement budget funded by the Miscellaneous Grant Fund (Fund 280).

RECOMMENDATION

It is recommended that the City Council: (1) approve the agreement for construction services with KYA Services LLC for facility modernization at the La Puente Community Center in the amount of \$1,659,815.50; and (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount.

ATTACHMENTS

- A. La Puente Community Center KYA Services LLC CMAS Agreement

AGREEMENT FOR CONSTRUCTION SERVICES

This AGREEMENT FOR CONSTRUCTION SERVICES (“Agreement”), is made and effective as of July 30th, 2026, (“Effective Date”), between the City of La Puente, a municipal corporation (“City”) and KYA Services LLC, (“Contractor”). The City and Contractor are hereinafter collectively referred to as the “Parties”.

In consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

ARTICLE 1 SCOPE OF WORK

The Contractor shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the modernization improvements at the Community Center at La Puente Park (hereinafter “Project”). The scope of work to be provided by Contractor is set forth as Exhibit “A” attached hereto as though fully set forth herein.

By entering into this Agreement, Contractor acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. Contractor expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the City, the Construction Manager, the Architect, or utilities. Contractor also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the Contractor will have no remedy, and hereby expressly waives any remedy against the City or the architect on account of delay, hindrance, interference or other events caused by a separate contractor.

ARTICLE 2 TIME FOR PROJECT COMPLETION

All of Contractor’s work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule. All work shall commence within twenty-one (21) working days after receiving a written Notice to Proceed from the City. Contractor shall refer to the Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations. The aggregate sum total work of all individual prime contractors to the City comprises the entire “Project” and shall be commenced and completed in conformance with the Project Construction Schedule. The Project Construction Schedule shall be submitted to the City by Contractor before proceeding with the Project. The Project Construction shall be completed within 110 Working Days (“Contract Time”).

ARTICLE 3 THE CONTRACT SUM

The City shall pay to the Contractor for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of One Million Six

Hundred Fifty-Nine Thousand Eight Hundred Fifteen Dollars and Fifty Cents (\$1,659,815.50) (“Contract Sum”).

ARTICLE 4 PROGRESS PAYMENTS

Based upon applications for payment submitted by the Contractor, the City shall make progress payments on account of the Contract Sum to the Contractor as provided in the General Conditions.

ARTICLE 5 RETENTION OF SECURITIES

Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the Contractor.

ARTICLE 6 INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsel's fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of the 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 the 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 the City.

ARTICLE 7 PREVAILING WAGES

A. Wage rates for this Project shall be in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 ", for Los Angeles County. Wage rates shall conform with those posted at the Project job site.

B. The following Labor Code sections are hereby referenced and made a part of this Agreement:

- (i) Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- (ii) Section 1777.4, Apprenticeship Requirements.
- (iii) Section 1777.5, Apprenticeship Requirements.
- (iv) Section 1813, Penalty for Failure to Pay Overtime.
- (v) Section 1810 and 1811, Working Hour Restrictions.
- (vi) Section 1775, Payroll Records.
- (vii) Section 1773.8, Travel and Subsistence Pay.

ARTICLE 8 RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

ARTICLE 9 CERTIFICATIONS/LICENSES

A. Contractor represents that it holds the following license as issued by the California Contractors State License Board: License B, #984827, expiring on June 30, 2027.

ARTICLE 10 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the City to the Contractor no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, and the Agreement fully performed.

ARTICLE 11

CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event Contractor fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the Contractor for a period of three (3) calendar days after receipt of written demand from City or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the City may exclude the Contractor from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the City to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the City, shall be a charge against the Contractor, and may be deducted from any money due or becoming due to Contractor from the City, or the Contractor shall pay the City the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should Contractor fail to pay in full any said cost incurred by the City.

ARTICLE 12

INSURANCE

Prior to the beginning of and throughout the duration of the Project, Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage 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 Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to the City.

A. Contractor shall provide the following types and amounts of insurance:

Without limiting Contractor's indemnification of City, and prior to commencement of the Project, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The

policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies; and
- Policies shall “follow form” to the underlying primary policies.
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers’ compensation insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for Contractor’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The City, its officials, officers, agents, and employees, shall be included as insureds under the policy.

Builder's risk insurance. Upon commencement of construction and with approval of City, Contractor shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the City has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be Contractor and City, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to the City. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the City. The City will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area. Such insurance shall be on a form acceptable to the City to ensure adequacy of terms and sublimits and shall be submitted to the City prior to commencement of construction.

Other provisions or requirements

Proof of insurance. Contractor shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this contract. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. The City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the city will be promptly reimbursed by Contractor or the City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other

coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise requirements. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

ARTICLE 13 CONTRACTOR'S LICENSE

Contractor must possess at the time of bid submittal, and throughout the Project duration, a Contractor's License, of the classification required to prosecute the work, issued by the State of California, which is current and in good standing. Contractor shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

ARTICLE 14 CORPORATION IN GOOD STANDING

If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Amy Tsui whose title is President, is authorized to act for and bind the corporation.

ARTICLE 15 PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

ARTICLE 16 SUBSURFACE HAZARDOUS MATERIALS

A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:

(i) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.

(ii) Subsurface or latent physical conditions at the site differing from those indicated.

(iii) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the Agreement.

B. Upon receipt of said notification the City will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of or the time required for performance of any part of the work, the City will issue a change order under the procedures described in the General Conditions.

C. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the Contractor's cost of or time required for performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The Contractor shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 17 LIQUIDATED DAMAGES

Pursuant to Government Code Section 53069.85, if work is not completed within the contract time or in strict accordance with the Project Schedule, it is understood, acknowledged and agreed that the City will suffer damage. It is therefore agreed that the Contractor shall pay to the City the sum of *Five Hundred Dollars (\$500.00)* for each and every calendar day of delay beyond the Contract Time, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Contract activity.

Contractor expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the Contractor does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule. If the City accepts work or makes any payment under this Agreement after a default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Contract Time, a completion schedule, the Project Construction Schedule or the accrual of liquidated damages. In the event the same is not paid, the Contractor further agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement. This Article does not exclude recovery of damages under provisions of the Contract Documents, and is expressly in addition to the City's ability to seek other damages.

Contractor is to refer to the Project Construction Schedule for duration of individual activities. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the Project Construction Schedule.

ARTICLE 18 SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it

is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 19 COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

ARTICLE 20 CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

ARTICLE 21 WAIVER

The waiver by City or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing.

ARTICLE 22 REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

[SIGNATURES NEXT PAGE]

ARTICLE 22
AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

“CITY”

City of La Puente

By: _____
Bob Lindsey, City Manager

“CONTRACTOR”

KYA Services LLC

By: _____
Name: Jonathan Williams
Title: Chief Operations Officer

Attest:

By: _____
Martha Torres, City Clerk

Approved as to form:

By: _____
Susie Altamirano, City Attorney

WORKERS' COMPENSATION INSURANCE CERTIFICATION

The Contractor certifies as follows:

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.

Signed: _____

(Typed or Printed Name)

Business Address (Street Address, City, State & Zip Code):

1800 E McFadden Avenue

Santa Ana

CA 92705

Business Phone: (714) 659-6477

Exhibit A

GENERAL SPECIFICATIONS

FOR MODERNIZATION IMPROVEMENTS AT THE LA PUENTE COMMUNITY CENTER AT LA PUENTE PARK

SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and contract documents. The general work items several modernization improvements for the Community Center building at La Puente Park (see Exhibit A).

LOCATION OF WORK

The project is located at the:

Community Center at La Puente Park, 501 Glendora Avenue, La Puente, CA.

TIME FOR COMPLETION

The Contractor shall complete all work in every detail within 110 working days after the date in the Notice to Proceed.

NOTIFICATION

The Contractor shall notify the Development Services Director, in writing, not less than 48 hours prior to starting construction.

EMERGENCY INFORMATION

The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the City and the County Sheriff's Department prior to beginning work.

STANDARD SPECIFICATIONS

The Standard Specifications of the City of La Puente (hereinafter, the "AGENCY") are contained in the 2021 Edition of the Standard Specifications for Public Works Construction, including all supplements, and current supplements as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California and all amendments thereto. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, California 92081, telephone (760) 734-1113.

The Standard Specifications set forth above will control the General Provisions, Construction Materials, and Construction Methods for this Contract, except as amended by the Plans, Special Provisions, or other contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of options, or additions are called out.

SPECIAL PROVISIONS - PART 1

GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS

AGENCY: City of La Puente and its authorized representatives

Board: City Council of the City of La Puente

Caltrans: State of California Department of Transportation

City: City of La Puente and its authorized representatives

County: County of Los Angeles

Federal: United States of America

1-3 ABBREVIATIONS

1-3.2 Common Usage. The list of abbreviations in the Greenbook 2006 Edition is added to the Standard Specifications.

SECTION 2 - SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF THE CONTRACT

Within 10-working days after the date of the AGENCY's Notice of Award, the Contractor shall execute and return the following contract documents to the AGENCY:

City Business License

Contract Agreement

Public Liability and Property Damage Insurance Certificate

Workers' Compensation Insurance Certificate

W-9

Failure to comply with the above will result in annulment of the award and forfeiture of the proposal guarantee.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-5 PLANS AND SPECIFICATIONS

2-5.2 Precedence of Contract Documents. The Special Provisions shall include the Bid Proposal.

2-5.3 Shop Drawings and Submittals.

2-5.3.3 Submittals. Add:

Submittals are required for all materials as noted within these specifications and as noted on the plans.

Section 2 is amended by adding thereto the following new Subsection 2-5.4 Examination of Contract Documents.

2-5.4 Examination of Contract Documents. The bidder shall examine carefully the entire site of the work, including but not restricted to the conditions and encumbrances related thereto, the Plans and Specifications, and the proposal and contract forms therefore. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed, the quantities of material to be furnished and as to the requirements of the proposal, Plans, Specifications, and the contract.

SECTION 3 - CHANGES IN WORK

3-2.2. Contract Unit Prices.

3-2.2.1 General.

The first two paragraphs of Subsection 3-2.2.1 are hereby deleted and replaced with the following:

The AGENCY reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the Contract.

3-3 EXTRA WORK

3-3.2 Payment.

Subsection 3-3.2.1 is hereby deleted and replaced with the following.

3-3.2.1 General. When the price for the extra work cannot be agreed upon, payment for extra work by cost plus a differential for labor, materials and equipment shall be considered payment under force account basis. The labor, materials, and equipment provided shall be subject to the approval of the AGENCY and compensation will be determined as provided herein.

3-5 DISPUTED WORK

3-5.1 Claims and Disputes During Performance.

The following procedures and requirements shall apply and be fully complied with for any claim or dispute to be considered for payment as extra work:

Procedure:

- A. The Contractor and the AGENCY shall make good-faith attempts to resolve any and all claims and disputes that may from time to time arise during the performance of the Work of this Contract. If the Contractor considers any Work required of them to be outside the requirements of the Contract, or if they consider any instruction, meaning, requirement, ruling or decision of the AGENCY or its representative to be unauthorized, they shall, within seven (7) calendar days after such demand is made, or instruction is given, file a written protest (dispute) with the AGENCY stating clearly and in detail their objection and reason therefore. The Contractor shall promptly comply with the Work required of them even though a written protest has been filed. If a written protest is not issued within seven (7) calendar days, the Contractor shall waive their right to further claim on the specific issue.
- B. The AGENCY will review the Contractor's written protest and provide a decision, if the Contractor still considers the Work required of them to be outside of the requirements of the Contract, they shall so notify the AGENCY, in writing, within seven (7) calendar days after receiving the decision that a formal claim will be issued. Within thirty (30) calendar days of receiving the decision, the Contractor shall submit their claim and all arguments, justification, cost or estimate, schedule analysis, and detailed documentation supporting their position. Failure to furnish notification within seven (7) calendar days and all justifying documentation within thirty (30) calendar days will result in the Contractor waiving their right to the subject claim.
- C. Upon receipt of the Contractor's formal claim including all arguments, justification, cost or estimates, schedule analysis, and documentation supporting their position as previously stipulated, the AGENCY or its representative will review the issue and within thirty (30) calendar days from receipt of the Contractor's claim render a final determination.

Certification:

- A. The Contractor shall submit with the claim their certification and Subcontractors' certifications under penalty of perjury that:
 - 1. The claim is made in good faith.
 - 2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief.

3. The amount requested accurately reflects the Contract adjustment for which the Contractor believes the AGENCY is liable.
 4. If the Contractor is an individual, the certification shall be executed by that individual.
 5. If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
 6. If a false claim is submitted, it will be considered fraud and the Contractor may be subject to criminal prosecution.
- B. In regard to any claim or portion of a claim for subcontractor work, the Contractor shall fully review said claim and certify said claim, under penalty of perjury, to have been made in good faith.
- C. Failure to furnish certification as required herein will result in the Contractor waiving its right to the subject claim.

Claim Format

- A. The Contractor shall submit the claim justification in the following format:
1. Summary of claim merit and quantum plus clause under which the claim is made.
 2. List of documents relating to claim:
 - a. Specifications.
 - b. Drawings.
 - c. Clarifications/Requests for information.
 - d. Schedules.
 - e. Other.
 3. Chronology of events and correspondence.
 4. Analysis of claim merit.
 5. Analysis of claim cost.

SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General. The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within 1 year after the date of recordation of the Notice of Completion. Within this 1-year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance. The Contractor shall commence the necessary repairs, replacements, and restorations within seven (7) days after the date of the AGENCY's written notice.

4-1.4 Test of Materials. Except as elsewhere specified, the AGENCY will bear the cost of testing material and/or workmanship which exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test shall be borne by the Contractor.

4-1.5 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these Specifications or the Special Provisions require that such a certificate be furnished. In addition, when so authorized in these Specifications or in the Special Provisions, the AGENCY may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the work which conforms to the requirements of the Plans and Specifications, and any such material not conforming to such requirements will be subject to rejection whether in place or not.

The AGENCY reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by the AGENCY.

4-1.6 Trade Names or Equals. Approval of equipment and materials offered as equivalents to those specified must be obtained prior to the opening of bids as set forth in the Instructions to Bidders.

4-1.9 Submittals. The Contractor shall examine the Plans and Specifications to verify requirements for submittals of manufacturers data, catalog cuts, shop drawings, test data, samples, etc.

Within 35 days after the Award of Contract, the Contractor shall submit to the AGENCY two (2) copies of a complete list of all products that are proposed for installation. The list shall be tabulated by specification section and shall reference critical dates for material deliveries to the site; which dates shall also be shown on the construction schedule.

All submittals shall be made in ample time to allow for review and approval prior to the date needed. Fifteen working days shall be considered an absolute minimum; requests for substitution, incomplete or improper submittals will require a greater length of time. No time extensions will be granted for the Contractor's failure to allow sufficient time for review.

SECTION 5 – NOT MODIFIED

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

The Contractor's proposed construction schedule shall be submitted to the AGENCY within 10-working days after the date of the AGENCY's execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates each item will be delivered. The Construction Schedule shall be in the Critical Path Method schedule format.

Prior to issuing the Notice to Proceed, the AGENCY will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic progress reports to the AGENCY by the 10th day of each month. The report shall include an updated construction schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-5 TERMINATION OF CONTRACT. *Replace with the following:*

1. In addition to all other available remedies that the City may have under the agreement, and at law or equity, the City may terminate the Contractor's control of the work:
 - A. If the Contractor or any of its subcontractors engaged in the performance of the work fails to timely perform the work or any of the Contractor's material obligations under the contract documents (including but not limited to, submission of an acceptable schedule) except due to reasons beyond the control of the Contractor pursuant to the contract documents.
 - B. If the Contractor is adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its creditors.

- C. If the Contractor or any of the subcontractors engaged in the performance of the work persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials for the timely completion of the work.
 - D. If the Contractor fails to make prompt payment to subcontractors engaged in the performance of the work or for material or labor used in the performance of the work in accordance with the contract documents and applicable law.
 - E. If the Contractor or any subcontractors engaged in the performance of the work persistently disregard laws or ordinances applicable to the performance of the work, or the instructions of the City, the construction manager, the architect, or other authorized representatives of the City.
 - F. For any reason or for no reason, at the City's sole discretion.
2. If the City intends to terminate the Contractor's control of the work for any of the reasons specified in this section, the City will immediately serve written notice to the Contractor and its sureties. Notice of the City's intent to terminate the Contractor's control of the work will be given by certified mail and will specify the grounds for termination, the required cure, if any, and the time by which the cure must be performed. Upon receipt of notice of the City's intent to terminate the Contractor's control of the work, the Contractor will have ten (10) days from receipt of the notice, or a longer time specified in the notice, to cure its default. If the Contractor does not perform the required cure by the time specified in the notice, the City will issue a written notice of termination to the Contractor and its sureties by certified mail. The notice of termination will specify:
- A. That upon receipt of the notice the Contractor's right to perform or complete the work, including on behalf of the Contractor's sureties, is terminated;
 - B. That the Contractor's sureties will have the right to take over and complete the work and perform all of the Contractor's remaining obligations that have accrued under the agreement;
 - C. That if the Contractor's sureties do not both give the City written notice of their intention to take over and perform the agreement and commence completion of the work and performance of all of the Contractor's remaining obligations that have accrued under the agreement within ten (10) days after receipt of notice of termination, the City may declare the Contractor's sureties in default and take over the completion of the work, or have the work completed for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties will be liable to the City for any resulting excess cost.
3. The City may, in addition to all other available remedies that the City may have under the contract documents and at law or equity, deduct any such excess cost of completing the work from amounts that are due or that may become due the Contractor.

4. Upon termination of the Contractor's control of the work, the Contractor will, if so directed by the City, immediately remove from the work site any and all materials and personal property belonging to the Contractor that have not been incorporated in the work and the Contractor and its sureties will be liable upon their bond for all damages caused the City by reason of the Contractor's failure to complete the work.
5. The City reserves the right to refuse use of any Contractor assigned by any surety to complete the work.
6. If the City completes or has completed any portion of, or the whole of the work, following termination of the Contractor's control of the work, the City will neither be liable for nor account to the Contractor or the Contractor's sureties in any way for the time within which, or the manner in which such work is performed, or for any changes made in such work or for the money expended in satisfying claims, suits, or other obligations in connection with completing the work.
7. If, following termination of the Contractor's control, the unpaid balance of the contract price exceeds all costs of completing the work, the difference will be paid to the Contractor.
8. If the agreement or Contractor's control of the work is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor.

6-6 DELAYS AND EXTENSIONS OF TIME

6-6.1 General. Utility delays subject to the provisions of Subsection 5-5 of the Standard Specifications shall only be granted time extensions or payment for delay based on strict conformance with Subsections 6-6.2, 6-6.3, and 6-6.4 in the Standard Specifications and as those subsections are modified in the General Conditions.

6-6.3 Payment for Delays to Contractor. Compensation for idle time due to delays shall be in conformance with Subsection 8-1.09 of the State Standard Specifications wherein reference to Section 4-1.03D shall mean Subsection 3-3.1, of the Standard Specifications.

6-6.4 Written Notice and Report. The first sentence of subsection 6-6.4 is hereby deleted and replaced with the following:

If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the AGENCY in writing within 3 days of beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-6.2 of the Standards Specifications, it shall notify the AGENCY, in writing, within 3 days of beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions which set the beginning time for the delay.

6-7 TIME OF COMPLETION

6-7.1 General. The time for completion shall be as noted in the General Specifications.

6-7.2 Working Day. The Contractor's activities shall be confined to the hours noted in Special Provisions.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.

The following paragraphs replace paragraph three (3) of Section 6-8 of the Standard Specifications:

GUARANTEE. The Contractor guarantees all of the work for one year from the date the City accepts the work. Upon receiving written notice of a need for repairs that are directly attributable to defective materials or workmanship, the Contractor must make good any defects arising or discovered in any part of the work by diligently commencing the necessary repairs within seven (7) days from the date of notice from the City.

If the Contractor fails to make good any defects in the work in accordance with this provision, in addition to any other available remedy under the contract or at law or equity, the City may make good or have made good such defects in the work and deduct the cost from amounts that may be due or become due the Contractor.

Notwithstanding the preceding, the Contractor shall remain responsible for repairing any work found to be defective at its sole cost regardless of when such defect is discovered by the City.

In addition to the Contractor's one-year guarantee, and the Contractor's ongoing obligation to repair any defective work, upon completion of the project and as a condition of acceptance of the project, the Contractor must deliver to the Engineer all written manufacturer warranties from manufacturers and/or subcontractors that guarantee and warrant specific products and installations against defects in materials and workmanship for periods following acceptance of the project. Such manufacturer warranties, if required, shall be so indicated in the Special Provisions.

6-9 LIQUIDATED DAMAGES. *Replace with the following:*

Time is of the essence in the Agreement. By execution of the Agreement, the City and the Contractor (and Subcontractors) agree that it will be difficult or impossible to determine the actual damage that the City will sustain in the event of the Contractor's failure to fully perform the work or to fully perform all of the Contractor's obligations that have accrued pursuant to the agreement by the time for completion. Accordingly, the City and the Contractor agree in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the City liquidated damages in the sum of \$1,000.00 per day for each and every calendar day completion of the work or performance of all of the Contractor's obligations that have accrued pursuant to the agreement is delayed beyond the time for completion. The City and the Contractor further agree in accordance with California Government Code Section 53069.85

Each location, incident, non-compliance situation, and/or violation shall be considered separate occurrences and the resulting payments for damages are cumulative (even if occurred on same day).

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-2 LABOR

7-2.1 General. In accordance with the Labor Code, as provided in Section 1773, et. seq., the AGENCY has on file in the City Clerk's office the latest prevailing rates as established by the Director of Industrial Relations of the State of California. The Contractor shall not pay less than these rates.

7-2.2.4 Payroll Records. The Contractor shall comply with Labor Code Section 1776. The Contractor shall also be responsible or compliance by all Subcontractors.

The penalties specified in Subdivision (g) of the Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any monies due or which may become due to the Contractor.

A copy of all payroll shall be submitted with each progress payment application to the City. Payrolls shall contain the full name, address, and social security number of each employee, their correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which their name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or its agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the City or on any form with identical wording. The Contractor shall be responsible for submission of copies of payrolls of all subcontractors.

EFFECT ON PROGRESS PAYMENTS: If by the 15th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 1st of that month, the City will retain an amount equal to ten percent (10%) of the estimated value of the work performed (exclusive of mobilization) during the month from the next monthly estimate, except that such retention shall not exceed \$10,000 nor be less than \$1,000. Retentions for failure to submit satisfactory payrolls shall be additional to all other retentions provided for in the contract. The retention for a failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments following the date that all the satisfactory payrolls for which the retentions were made are submitted.

The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of the acceptance of the project.

7-3 LIABILITY INSURANCE

The first four paragraphs of Section 7-3 are hereby replaced with the following:

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$1,000,000 completed operations

aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies; and
- Policies shall “follow form” to the underlying primary policies.
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers’ compensation insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for Contractor’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The City, its officials, officers, agents, and employees, shall be included as insureds under the policy.

Builder's risk insurance. Upon commencement of construction and with approval of City, Contractor shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the City has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be Contractor and City, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to the City. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the City. The City will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area. Such insurance shall be on a form acceptable to the City to ensure adequacy of terms and sublimits and shall be submitted to the City prior to commencement of construction.

Other provisions or requirements

Proof of insurance. Contractor shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this contract. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. The City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the city will be promptly reimbursed by Contractor or the City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown

above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise requirements. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

7-5 PERMITS AND REGISTRATIONS

The text of Subsection 7-5 of the Standard Specifications is hereby deleted and replaced with the following:

Prior to the start of any work, the Contractor shall take out the applicable AGENCY permits and make arrangements for AGENCY inspections. The AGENCY will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain an AGENCY business license and shall be licensed in accordance with the State Business and Professions Code. The Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

The Contractor shall pay all cost incurred by the permit requirements.

Pursuant to State Bill 854, the following new requirements apply to all public works projects:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The website for contractor registration with the Department of Industrial Relations (DIR) is <https://efiling.dir.ca.gov/PWCR>.

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

7-6 THE CONTRACTOR'S REPRESENTATIVE. *Add the following:*

INDEPENDENT CONTRACTOR: At all times during the term of this agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this agreement.

CONTRACTOR NO AGENT: Except as City may specify in writing, Contractor shall have no authority, expressed or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, expressed or implied, pursuant to this agreement to bind City to any obligation whatsoever.

ASSIGNMENT PROHIBITED: No party to this agreement may assign any right or obligation pursuant to this agreement. Any attempted or purported assignment of any right or obligation pursuant to this agreement shall be void and of no effect.

REPRESENTATIVE AT WORK SITE: The Contractor's Representative shall be present and immediately available to the City at the work site whenever work (INCLUDING THAT OF SUBCONTRACTORS) is in progress or whenever actions of the elements necessitate Contractor's presence to take measures necessary to protect the work, persons, or property, or provide for the public's convenience. The Contractor's representative shall have full authority to act on Contractor's behalf and shall be a competent full-time superintendent, satisfactory to the Engineer, to supervise and be responsible for all Contractor and/or subcontractor crews and shall not be directly involved in the performance of the work or tasks at hand.

At the City's option, work may be suspended until the Contractor has complied with this paragraph. Contractor shall not be due additional compensation or working days due to non-compliance with this paragraph.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the bid.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.2 Partial and Final Payment. The text of Subsection 9-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be the last day of each month. The Contractor shall prepare the approximate measurement of the work performed through the closure date and submit it to the AGENCY for approval by the 10th day of the following month.

The City of La Puente Municipal Code requires that a contractor and/or subcontractor conducting business in the City must obtain a City of La Puente business license. In the event that a contractor and/or subcontractor fails to obtain a valid business license, the City of La Puente will deduct the amount of the required business license fee(s) from the first payment for services.

Payments are commonly authorized and made within 30 days following the 10th day of the month submitted. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

The full 5-percent retention will be deducted from all progress payments. The final retention will be authorized for final payment 35 days after the date of recordation of the Notice of Completion.



EMPLOYEE OWNED

PREPARED FOR

Alex Bauman
City of La Puente
6268551500
abauman@lapuente.org

07/28/2026

City of La Puente - Community
Center - Modernization

Project Number P-0107376

KYA CMAS 4-20-78-0089C GSA

Contact

Aziz, Andrew
1800 E. McFadden Ave.
Santa Ana, CA



Proposal: P-0107376
To: City of La Puente
15900 E. Main St
La Puente CA 91744

Date: 07/28/2026
Terms: Net30

Address: 501 Glendora Ave
La Puente CA, 91744

Site Qualifications and General Scope of Work

Priced per KYA CMAS 4-20-78-0089C GSA

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

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SCOPE OF WORK - PRICING

Item	Quantity	U/M	Price	Value	Taxable
MTLSTD - METAL STUD FRAME	72	LF	\$22.63	\$1,629.36	
DW58 - DRYWALL SHEET - 5/8"	576	SF	\$22.03	\$12,689.28	
Plasterer Journeyman	165	HRS	\$147.49	\$24,335.85	
Carpenter Journeyman	170	HRS	\$147.49	\$25,073.30	
ELE-CC3 - COMMERCIAL COATING SERVICE #2 (75,000 SQ)	1	EA	\$217,515.13	\$217,515.13	
RMIXCON - READY MIX CONCRETE	425	CY	\$217.61	\$92,484.25	
CONPUM - CONCRETE PUMP	53	EA	\$409.06	\$21,680.18	
Grind Floor	5750	SF	\$7.82	\$44,965.00	
APEX - POLYSAFE APEX- ROLL	8000	SY	\$60.01	\$480,080.00	
10887MR - GEOKNIT	150	SY	\$40.98	\$6,147.00	
N517710 - STANDARD VCT (FULL CARTONS ONLY)	206	EA	\$103.64	\$21,349.84	
PRADH - PRESSURE SENSITIVE ADHESIVE	10	EA	\$111.24	\$1,112.40	
03026GU - AFTERMATH II	33	SY	\$42.81	\$1,412.73	
604734021-1 - C-12E PRESSURE SENSITIVE ADHESIVE-- FLEX-	1	EA	\$129.78	\$129.78	
N500973 - RAISED ROUND OR SQUARE SURFACE	84	LF	\$28.92	\$2,429.28	
N500739 - ACCZENT WOOD HETEROGENEOUS VINYL SHEET	753	SY	\$42.81	\$32,235.93	
CB45 - 4.5" COVE BASE	1700	EA	\$1.66	\$2,822.00	
CVADH - COVE BASE ADHESIVE	34	EA	\$62.23	\$2,115.82	
Floor Covering Journeyman (So Cal)	800	HRS	\$115.10	\$92,080.00	
Paint Basketball Court	1	EA	\$1,812.80	\$1,812.80	
Paint Volleyball Court	1	EA	\$1,268.96	\$1,268.96	
Paint Pickleball Court	1	EA	\$1,268.96	\$1,268.96	
Logo Application	1	EA	\$12,427.89	\$12,427.89	
PVC2 - PVC CONDUIT - UP TO 2" OD - STRAIGHT	20	LF	\$19.34	\$386.80	
TACKPNL - TACK PANEL	200	SF	\$7.54	\$1,508.00	
Application of Tackboard	200	SF	\$21.75	\$4,350.00	
ELE-BLCH-1027ASGR - BLEACHER ? 27' (10 ROW ? DOUBLE FOOT PLA	2	EA	\$48,992.32	\$97,984.64	
BLCH?521C - BLEACHER ? 21' (5 ROW ? SINGLE FOOT PLAN	2	EA	\$6,826.92	\$13,653.84	

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Complete and Initial all pages*

Proposal Number P-0107376



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Item	Quantity	U/M	Price	Value	Taxable
ELE-PEL-TC3 - TC3 COMMERCIAL CONNECTED THERMOSTAT	20	EA	\$469.02	\$9,380.40	
22000298 - CONTROLLER WIRE - WHITE	20	EA	\$675.69	\$13,513.80	
Application of Thermostats	20	EA	\$1,359.59	\$27,191.80	
RRPRT - RESTROOM PARTITION SYSTEM	80	LF	\$403.44	\$32,275.20	
URINAL - Wall-Mounted Urinal	1	EA	\$368.65	\$368.65	
FMTLT - FLOOR MOUNTED TOILET	3	EA	\$238.61	\$715.83	
SFCT - SENSOR FAUCET KIT	3	EA	\$421.35	\$1,264.05	
SFLSH - SENSOR FLUSH VALVE	3	EA	\$823.69	\$2,471.07	
TLTST - TOILET SEAT	3	EA	\$63.64	\$190.92	
WMSNK - WALL MOUNTED PORCELAIN SINK	2	EA	\$111.31	\$222.62	
MFCT - MANUAL FAUCET KIT	2	EA	\$241.02	\$482.04	
GRAB36 - 36" RESTROOM GRAB BAR	2	EA	\$71.45	\$142.90	
GRAB48 - 48" RESTROOM GRAB BAR	2	EA	\$77.47	\$154.94	
TPDISP - TOILET PAPER DISPENSER	3	EA	\$53.56	\$160.68	
AWMSOAP - WALL MOUNTED SOAP DISPENSER-AUTOMATIC	2	EA	\$55.64	\$111.28	
APTWLR0 - INDUSTRIAL PAPER TOWEL DISPENSER-ROLLS-	2	EA	\$115.54	\$231.08	
PTWLS - PAPER TOWEL DISPENSER- SHEETS	2	EA	\$50.41	\$100.82	
Removal of Existing Surface	38534	SF	\$2.67	\$102,885.78	
NUMBTILE - NURAZZO- MARBLE TILE	3776	SF	\$18.53	\$69,969.28	
GRNBRD - GREEN BOARD	3576	SF	\$3.49	\$12,480.24	
Tile Layer Journeyman	260	HRS	\$147.49	\$38,347.40	
Plumber/HVAC/Electrician	272	HRS	\$175.71	\$47,793.12	
SUNDRIES - SUNDRIES	20	EA	\$735.38	\$14,707.60	
Dumpster Service	5	EA	\$906.40	\$4,532.00	
Quality Control Supervisor	294	HRS	\$170.18	\$50,032.92	
Bonding Fee	1	EA	\$13,140.06	\$13,140.06	
			Total Price	\$1,659,815.50	

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Complete and Intial all pages*

Proposal Number P-0107376



EMPLOYEE OWNED

CONDITIONS AND WARRANTY

1) Proposal:

The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services, LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services, LLC reserves the right to implement this surcharge when applicable. Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase. All project proposals based on a specific set/sets of plans are considered preliminary budgets and may be subject to pricing changes once the plans are approved by the relevant authority

2) Purchase:

By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services, LLC . (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above. Any additional costs arising from tariff changes shall be deemed pass-through costs and shall be paid by the Client upon receipt of supporting documentation from the Contractor.

3) Standard Exclusions:

Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:

Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment:

Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 5% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services, LLC 1800 E. McFadden Ave., Santa Ana, CA 92705 . If the Purchaser or Owner fails or delays in making any scheduled milestone payments , the Company may suspend the fulfilment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:

Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:

Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:

Manufacturing lead-time and delivery varies depending on the product purchased.

9) Returned Product, Deposits and/ or Cancelled Order:

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

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Proposal Number P-0107376



10) Concealed Conditions:

"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made. COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER). The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:

To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

15) Force Majeure: Impracticability:

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in CA, 92705 by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

Initials _____



- 18) No Third-Party Beneficiaries:
This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 19) Governing Law:
This agreement will be constructed and enforced in accordance with the laws of the State of California.
- 20) Assignment:
Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the
date executed by the company: KYA Services, LLC

Accepted by:

Signature: _____	Signature: _____
By: (Print) _____	By: (Print) _____
Title: _____	Title: _____
Date: _____	Date: _____

Initials _____