

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR**

**Community Development Block Grant (CDBG) ADA
Transition Plan Curb Ramps Project (CDBG Project No.
602150-19 and 602274-20)**



CITY OF CULVER CITY

BID NO. #2224

Public Works Department

City of Culver City

9770 Culver Boulevard

Culver City, CA 90232-0507

(310) 253-5600

TABLE OF CONTENTS

	<u>PAGE</u>
SECTION A - NOTICE INVITING BIDS.....	A-1 through A-3
SECTION B - INSTRUCTIONS TO BIDDERS.....	B-1 through B-8
SECTION C - BID FORMS/FEDERAL FORMS	C-1 through C-40
SECTION D - AWARD AND EXECUTION OF CONTRACT.....	D-1 through D-8
SECTION E - SPECIAL PROVISIONS.....	E-1 through E-26
SECTION F - TECHNICAL SPECIFICATIONS.....	F1- F-17
SECTION G - FEDERAL PROVISIONS.....	G1- G-17

APPENDICES

A – CBDG ADA Transition Plan Curb Ramps (Overland Ave) Design Plans – 8 Sheets

B – CBDG ADA Transition Plan Curb Ramps (Centinela Ave and Jefferson Blvd) Design Plans – 4 Sheets

C – STANDARD PLANS

C – FEDERAL PREVAILING WAGE RATES

NOTICE INVITING BIDS

NOT FOR BIDDING

**CITY OF CULVER CITY
NOTICE INVITING SEALED BIDS
FOR**

**Community Development Block Grant (CDBG) ADA Transition Plan Curb Ramps Project (CDBG
Project No. 602150-19 and 602274-20)
BID NO. #2224**

1. ANNOUNCEMENT

Notice is hereby given that electronic bids will be accepted by Culver City PlanetBids, for furnishing all labor, services, materials, and equipment, and performing all work to provide for a complete and acceptable project for:

**Community Development Block Grant (CDBG) ADA Transition Plan Curb Ramps Project (CDBG
Project No. 602150-19 and 602274-20), BID NO. #2224**

In the City of Culver City and in strict accordance with the plans and specifications in the Office of the Public Works Director and City Engineer of the City of Culver City, 9770 Culver Boulevard, Culver City, CA. 90232.

2. DESCRIPTION OF WORK:

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required in the specifications and contract documents, for the following project(s): **"Community Development Block Grant (CDBG) ADA Transition Plan Curb Ramps Project (CDBG Project No. 602150-19 and 602274-20)"**.

3. COMPLETION OF WORK:

All work to be done under this contract shall be completed within **Sixty (60) calendar days**, beginning on the date the Contractor actually commences the Work or on the tenth (10th) day after the issuance of the "Notice to Proceed" by the City Engineer, whichever comes first.

4. BIDDING PROCEDURES

All bids and bidding procedures must comply with the "Instruction to Bidders", Section B of the Bid Documents.

5. SUBMISSION OF BIDS

Bid's must be submitted electronically through [Culver City PlanetBids](https://www.planetbids.com/portal/portal.cfm?CompanyID=39483&access), by or before 3:00 p.m. (PST) on Thursday, December 2, 2021. ("Proposal Deadline").

<https://www.planetbids.com/portal/portal.cfm?CompanyID=39483&access>

The electronic procurement system will not accept any Bid's after the Deadline. Only a Proposal submitted electronically through Culver City's PlanetBids will be considered for evaluation. No separate hardcopy materials will be accepted by the City.

6. BID SECURITY

Each Bidder shall submit a form of Bid Guaranty such as a money order, a cashier's check, certified check, cash, or surety bond for the sum of ten percent (10%) of the total amount of the bid and made payable to the City of Culver City as a guaranty that the Bidder, if its bid is accepted, will enter into a satisfactory contract and furnish a bond for the faithful performance thereof, and for the payment of labor and materials costs, and insurance in accordance with the requirements of the contract documents.

Bid security must be submitted electronically through [Culver City PlanetBids](https://www.planetbids.com/portal/portal.cfm?CompanyID=39483&access) along with the bid proposal. (<https://www.planetbids.com/portal/portal.cfm?CompanyID=39483&access>)

7. BID DOCUMENTS

A copy of the plans and specifications shall be available on [Culver City PlanetBids](https://www.planetbids.com/portal/portal.cfm?CompanyID=39483&access). (<https://www.planetbids.com/portal/portal.cfm?CompanyID=39483&access>)

8. PRE-BID CONFERENCE (MANDATORY)

A Pre-bid Conference will be held on November 18, 2021 at 10:00 am via remote online Webex meeting. To participate in the mandatory pre-bid conference, please send an email to JAVIER.DELACRUZ@culvercity.org. Attendance of all bidders at this pre-bid conference is mandatory, no exceptions.

9. FORM AND STYLE OF BIDS

Bids must be prepared on the forms provided with the BID DOCUMENTS and must be in compliance with the INSTRUCTIONS TO BIDDERS. Bidders shall not change the wording of the forms provided, except as required by Addendum.

10. QUESTIONS/REQUESTS FOR INTERPRETATION

Questions with regards to this bid should be submitted through [Culver City PlanetBids](https://www.planetbids.com/portal/portal.cfm?CompanyID=39483&access) by Monday, November 22, 2021. All firms registered for the bid will receive responses to all questions and any other addenda that may be released, electronically by November 24, 2021. (<https://www.planetbids.com/portal/portal.cfm?CompanyID=39483&access>)

11. RIGHT TO REJECT BIDS

The Owner reserves the right to reject any or all bids as the best interests of the Owner may dictate. Bidders are referred to Section B-18 of the "INSTRUCTIONS TO BIDDERS," for additional qualification requirements.

12. WAGE RATES AND PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM

In accordance with the California Labor Code, no worker employed in work under contract to the Owner shall be paid less than the State of California Prevailing wage rates. Contractor shall comply with all other Federal, State and local laws related to labor.

Pursuant to California Labor Code Section 1771.1(a), "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."

13. DAVIS-BACON STATEMENT

This is a federally assisted constructed contract. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wage rates, the higher of the two will prevail.

The Contractor's duty to pay state prevailing wages can be found under Labor Code Section 1770 et seq. and the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment can be found in Labor Sections 1775 and 1777.7.

14. CONFLICT OF INTEREST

The CONTRACTOR affirms that in the procurement of this contract, there was no apparent or real conflict of interest as outlined in 2 CFR Part 200.318 (c)(1)(2).

15. CONTRACTOR'S LICENSE

All bidders shall be licensed under provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project. In accordance with provisions of California Public Contract Code Section 3300, the Owner has determined that the Contractor shall possess a valid Class **"A"** or **C-8** License at the time that the bid is submitted. Failure to possess the specified license shall render the bid as non-responsive.

16. CONTRACTOR ELIGIBILITY VERIFICATION

Prior to awarding a contract, the contractor's eligibility will be verified with the 1.) California Department of Industrial Relations at <https://www.cslb.ca.gov/>, <https://efiling.dir.ca.gov/>, and 2) eligibility at <https://www.dir.ca.gov/dlse/debar.html> and the Federal Excluded Parties List (EPLS) at the federal System for Award Management (SAM) website <https://www.sam.gov/SAM/>.

17. SECTION 3 REQUIREMENTS

This is a HUD Section 3 covered construction contract and requires compliance with the hiring goals outlined in Section 3 of the Housing and Urban Development Act. A bid preference may be given to a bidder who provides a reasonable bid and is determined to be qualified Section 3 business. A Section 3 Pre-Bid Meeting will be held on via remote online Webex meeting on **November 18, 2021 at 11:00 am** to explain the Section 3 bid preference and hiring goals. To participate in the meeting, please send an email to Javier.delacruz@culvercity.org. In order to receive consideration for the Section 3 bid preference, a bidder must complete, sign and submit the following forms with their bid proposals: a) Section 3 Business Certification form, and b) Section 3 Resident Certification form(s). A reasonable bid must be within the Zone of Consideration factored at the time of the bid evaluation. Direct all questions to Javier De la Cruz, Section 3 Coordinator at (310) 253-5606, Javier.delacruz@culvercity.org.

BY ORDER OF THE COUNCIL OF THE CITY OF CULVER CITY, CALIFORNIA

By: _____
Jeremy Green, City Clerk

--End of Section--

SECTION B

SECTION B

INSTRUCTIONS TO BIDDERS

NOT FOR BIDDING

SECTION B - INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

Alternate Bid

"Alternate Bid" shall mean an amount stated in the Bid as set forth in the supplementary bid forms, to be added to or deducted from the Total Base Bid, if the corresponding substitution or change in the Work, materials or other items as described in the Bid Documents, is accepted by Owner.

Total Base Bid

"Total Base Bid" shall mean the sum stated in the Total Base Bid Form for which the Bidder offers to perform the Work described in the Bidding Documents. The Total Base Bid is the base to which work, materials, or other items may be added to or from which work, materials, or other items may be deleted, for sums stated in the Alternate Bid form.

Bid Date

"Bid Date" shall mean the deadline (including date and time) set forth in the Notice Inviting Bids accompany these Instructions.

Bid Form

"Bid Forms" shall mean the Total Base Bid Form, the Supplementary Bid Forms, and other additions attached hereto, all of which constitute part of the Bid Documents.

Bid Documents

"Bid Documents" shall mean all documents provided by Owner to Bidder for Bidder's use and consideration in preparation of its Bid. Bidding documents include the Notice Inviting Bids, these Instructions to Bidders and any supplements or additions hereto, the Bid Proposal Form, the Supplementary Bid Forms, the Statement of Contractor's Qualifications, other sample bid and contract forms, the Contract Documents, Drawings, Plans, and Specifications, all documents referenced in the Contract Documents, and all Addenda issued prior to execution of the Contract.

Bidder

"Bidder" shall mean any individual, firm, partnership, corporation, or combination thereof, submitting a Bid for the work, acting directly or through a duly authorized representative.

Sub-bidder

"Sub-bidder" shall mean a person or entity who submits a Bid to a Bidder for materials, equipment or labor (including quantity surveyors) for a portion of the Work and who is identified on the appropriate Supplementary Bid Form.

Contract Documents

"Contract Documents" shall mean all documents executed by Owner and Bidder to evidence their agreements relating to the Work. The Contract Documents include, but are not limited to, the Owner-Contractor Agreement; any supplementary and other conditions or provisions; the Drawings, the Plans, the Specifications and all Addenda issued prior to execution of the Owner-Contractor Agreement; and all modifications thereof.

Unit Price

"Unit Price" shall mean an amount stated in the Supplementary Bid Form as a price unit of measurement for materials, equipment and/or services or a portion of the Work as described in the Bid Documents, and shall include all elements of the described portion of the Work, including materials, labor, overhead and profit.

Work

"Work" shall mean the construction required by the Contract Documents and includes all tools, materials, and labor necessary to produce such construction and all materials and equipment incorporated or to be incorporated in such construction.

2. BID AND BID FORMS

Owner Supplied Forms

Bid forms (Section C, "Bid Forms") have been provided with this document by the Office of the Public Works Director/City Engineer of the City of Culver City. All bids for this project must be submitted on said original supplied by the Office of the City Engineer of the City of Culver City. Bid forms shall be completely filled out and signed by the Bidder or, if a partnership, by all partners or, if a corporation, by its President, Secretary and Treasurer, in the designated spaces.

Filling-in Forms

All blank spaces for unit prices, extensions and totals must be filled in. Signatures shall be completely and personally executed. If erasures are made, they must be initialed by the Bidder over his signature.

Modifications Prohibited

Bids shall not contain any recapitulation, inserted by the Bidder, of work to be done. Alternative proposals will not be considered unless specifically requested. No oral or telephone modifications will be considered.

Submitting Bids

All bids must be submitted electronically via Culver City PlanetBids. The electronic procurement system will not accept any Bid's after the Deadline. Only a Proposal submitted electronically through Culver City's PlanetBids will be considered for evaluation. No separate hardcopy materials will be accepted by the City.

ALTERNATE BIDS

The Contractor shall complete bid schedules for all Alternate Bids. Failure to complete all bid schedules will be considered a non-responsive bid.

Bids May Be Rejected

Bids may be rejected if there is any alteration of the bid form, additions not called for, conditional bids, qualifying provisions, incomplete entries, or irregularities of any kind. The Owner reserves the right to reject any or all bids.

3. ADDENDA

3.1 Addenda

Addenda for the project will be posted on [Culver City PlanetBids](#). PlanetBids automatically sends electronic alerts to registered bid holders of addenda notifications.

3.2 Acknowledgment of Addenda

Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge its receipt in the Bid Form. Failure to acknowledge all addenda may result the bid proposal being deemed as non-responsive by the City.

4. INTERPRETATION OF PLANS AND SPECIFICATIONS

If any person contemplating submitting a bid for the project is in doubt as to the meaning of any requirement of plans or specifications or finds any discrepancies in or omissions from the plans or

specifications, he may submit Culver City PlanetBids a written request for an interpretation or correction thereof. The person making the request will be responsible for its prompt delivery. Interpretations or corrections will be made by addenda to specifications or by dated revisions of plans with a copy of each addition or change being furnished, through the Public Works Director/City Engineer or Construction Manager, to each known prospective Bidder. Questions concerning the contract form, bonding requirements or similar documents shall be directed to Culver City PlanetBids.

5. EXAMINATION OF SITE, PLANS, SPECIFICATIONS AND OTHER DOCUMENTS

Each Bidder shall carefully examine the plans, these specifications and the forms for all other contract documents, and shall visit the site of the proposed work to fully inform him/herself of all existing conditions and limitations that may affect the execution and cost of work under the contract. He/She shall include in the individual bid prices the cost of all labor, materials, supplies, overhead and profit for each such bid item. The failure or omission of any Bidder to obtain and examine the plans or specifications, any form, instrument, addendum, or any other document, or to visit and acquaint him/herself with conditions at the construction site, shall in no respect relieve him/her from any obligation imposed by his/her bid or by award or execution of the contract. The submission of a bid shall be taken as prima facie evidence that the Bidder has read, understands and agrees to comply with all instructions contained herein.

6. COMPLETE BIDDING AND CONTRACT DOCUMENTS

A complete set of Bid documents contains the following documents:

1. Notice Inviting Bids, Section A;
2. Instruction to Bidders, Section B;
3. Any or all addenda/addendum;
4. Bid Forms, Section C;
5. Award and Execution of Contract, Section D;
6. Special Provisions, Section E;
7. Technical Specifications, Section F, appendices and appended drawings.

7. BID GUARANTY

Bid Guaranty Enclosed With Bid

Each bid shall be accompanied by an approved form of Bid Guaranty such as a cashier's check, money order, certified check or cash, or surety bond in favor of the Owner for an amount of at least ten percent (10%) of the amount of the bid as a guaranty that the Bidder will provide bonds and insurance, and enter into a contract with the Owner for construction of the project. No bid shall be considered, unless such Bid Guaranty is enclosed.

In lieu of the foregoing, any bid may be accompanied by a surety bond in said amount, furnished by a surety authorized to do surety business in the State of California, guaranteeing that said bidder will enter into the contract and file the required bonds within the designated period.

Bid security must be submitted electronically through Culver City PlanetBids along with the bid proposal.

Owner to Enforce Bid Guaranty

If within the time frame specified in Section B-18 of these Specifications, the successful bidder fails or neglects to enter into the contract and file the required bonds, the Owner may deposit in its treasury said bid security and not return it to the defaulting bidder.

Bid Guaranty Return

Upon execution of the contract with the successful Bidder, the Bid Guaranties of all Bidders will be returned by the City of Culver City.

8. REJECTION OF BIDS

The Owner reserves the right to reject any or all bids and to waive any apparent clerical errors or discrepancies, or minor informalities if to do so seems to best serve the interests of the Owner.

9. WITHDRAWAL OF BIDS

Any Bidder may withdraw his bid, without obligation, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids, provided that such personal or written request is delivered to the place specified in Section 5 of the "NOTICE INVITING BIDS" for receipt of Bids, prior to the Bid Date.

10. FACSIMILE MODIFICATION OF BIDS

No facsimile modification of bids will be allowed.

11. OPENING OF BIDS

Bid results will be available after the closing on the Culver City Planet Bids portal.

12. BIDDERS INTERESTED IN MORE THAN ONE BID

Bids must be submitted electronically through Culver City PlanetBids. A person, firm or corporation that has submitted a sub proposal to a Bidder or that has quoted prices of materials to a Bidder is not hereby disqualified from submitting a sub proposal or quoting prices to other Bidders.

13. NON-COLLUSION AFFIDAVITS

The Owner requires all Bidders to execute a Non-Collusion Affidavit in the form included in the Bid Documents. The Owner also reserves the right to require that the Bidder shall, before awarding any subcontract, obtain from any or all proposed Subcontractors a Non-Collusion Affidavit in the form included in the Bid Documents.

14. LIST OF SUBCONTRACTORS FILED WITH BID

In accordance with the provisions of the Public Contracts Code of the State of California relating to listing of subcontractors, each Bidder must submit with his bid the name and location of place of business of each proposed Subcontractor who will perform work or labor or render service to the Bidder for the construction of the project covered by the bid, in an amount in excess of one-half of one percent (0.5%) of the Bidder's bid and shall state the portion of the work which will be done by each Subcontractor.

15. LICENSING OF CONTRACTORS

All Bidders and Subcontractors submitting bids shall be licensed in accordance with the provisions of the Business and Professions Code of the State of California pertaining to the licensing of

contractors. The license shall be valid and active at the time of submitting a bid, and remain so throughout the duration of the Contract for the successful bidder and sub-bidders.

16. APPROXIMATE ESTIMATES

The quantities set forth on the bid form, if any, are approximate only, being given as a basis for the comparison of bids; and the Owner does not, expressly or by implication, agree that these will be the final quantities. The Bidder agrees that the Owner will not be responsible if any of said quantities are found to be incorrect; and the Bidder agrees not to make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatement shall be discovered in the estimated quantities, the same shall not invalidate the contract executed pursuant to this bid or release the Bidder from the execution and completion of the whole or part of the work herein specified, in accordance with these specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in the contract executed pursuant to this bid.

17. GENERAL REQUIREMENTS

It is the purpose of the Owner, pursuant to these specifications, to realize work on a project, which is complete in every detail and respect. The Bidder shall furnish all equipment, materials and labor and perform all work required to accomplish this purpose. The Bidder shall not omit any item of work or fail to furnish any element, component or part thereof, whether or not such is specifically called for in the Contract Documents, which is necessary for a satisfactory completion of the project.

18. AWARD OF CONTRACT

The contract will be awarded to the lowest responsible and responsive Bidder. If award is made, it will be based on the lowest responsive and responsible total base bid Contract price. Selection of any or all alternates shall be at the sole discretion of the Owner. The Owner, however, reserves the right to reject any or all bids, and, so far as permitted by law, to waive any informality in the bids received in order to serve the best interests of the Owner. If an award is made, the contract shall be awarded within ninety (90) days after the opening of the bids. Within ten (10) days of the mailing by the Owner of notification of award of contract and the contract form, Bidder shall provide and return to the Owner all required bonds and insurance documents and the executed formal contract. In determining if a Bidder is a responsive bidder, the Owner shall consider the following in addition to other requirements in these bid documents:

- a. Quality of services offered.
- b. Proven capacity of the Bidder to perform the contract or provide the supplies or services required in a timely and competent manner. The evaluation of the Contractor's capacity to perform the contract or provide the supplies or services required in a timely and competent manner shall be based on the information provided by the Contractor in Section C-5 "Declaration of Bidder's Qualifications," as well as other pertinent data available to the Owner.
- c. Character, integrity, reputation, judgment, experience and efficiency of the Bidder.

19. BONDS

The successful bidder will be required to file and pay for costs of bonds in the proper sums from a bonding company acceptable to the Owner. Forms for these bonds are included in Section D. The "Labor and Materials Payment Bond" and "Faithful Performance Bond" shall be for one hundred percent (100%) of the contract price (including base bid, adjustments and addenda).

20. INSURANCE CERTIFICATES AND POLICIES

Proof of insurance in an amount required by the Bid Specifications Section D-6 must be provided and endorsed to name: the City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees as additional insured for the particular operations of the insured which affect the Owner.

21. INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense, with legal counsel approved by City) and hold harmless the City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees (hereinafter, "Indemnitees"), from and against all loss, damage, cost, expense, liability, claims, demands, suits, reasonable attorneys' fees and judgments arising from or in any manner connected to Contractor's or its employees or agent's acts, errors or omissions related to this Agreement. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage.

Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify an Indemnitee from any claim arising from the sole negligence, active negligence or willful misconduct of that Indemnitee.

The duty to defend referenced herein is wholly independent from the duty to indemnify, arises upon written notice by City to Contractor of a claim within the potential scope of this indemnification provision, and exists regardless of any determination of the ultimate liability of Contractor, City or any Indemnitee.

22. ASSIGNMENT OF CONTRACT RESTRICTED

No assignment by the Bidder of any contract to be entered into in accordance with Notice Inviting Bids and these instructions or any part thereof, or of funds to be received there under, will be recognized by the Owner unless such assignment had prior written approval of the Owner and the surety on all bonds had notice of such assignment in writing and has consented thereto in writing.

In entering into the Contract or any Subcontract for the Project, the Contractor and Subcontractor offer and agree to assign to the Owner all right, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the Contract or any Subcontract. This assignment shall be deemed made and effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

23. SHORING

Pursuant to the provisions of the California Labor Code Section 6707, each bid submitted in response to this Invitation to Bid shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the bidder warrants that its action does not convey tort liability to the Owner, the Engineer, the Construction Manager, and their employees, agents and subconsultants.

24. OTHER PERMITS, FEES AND LICENSES

The Contractor shall, prior to the start of construction, obtain, pay, and comply with all necessary permits as required as the result of its work, including but not limited to the permit(s) described herein and as attached in the appendix.

In addition to the requirements above noted, the Contractor **shall possess a valid City of Culver City business license** at the time of contract agreement execution and for the duration of the contract. The fee for said business license shall be based upon the total amount bid for the contract. Amount of fee may be obtained from the City of Culver City, Finance Department, Treasury Division at (310) 253-5870.

All bidders are encouraged to utilize Culver City subcontractors and suppliers to the extent they are available, competitive and qualified. However, no bid will be affected either positively or negatively by the inclusion or exclusion of such Culver City businesses.

-- End of Section --

NOT FOR BIDDING

SECTION C

SECTION C

BID FORMS

NOT FOR BIDDING

BID FORM**FIRM
NAME** _____**ADDRESS** _____
_____**TELEPHONE** _____**FAX NUMBER** _____**FOR**

**Community Development Block Grant (CDBG) ADA Transition Plan Curb Ramps Project
(CDBG Project No. 602150-19 and 602274-20)**

FOR

**CITY OF CULVER CITY
CULVER CITY, CALIFORNIA**

BID NO. #2224**1 TOTAL BID BASE FORM**

**TO THE HONORABLE CITY COUNCIL
CITY OF CULVER CITY, CALIFORNIA**

This Bid is submitted in accordance with the advertised "Notice Inviting Bids" requesting sealed bids for furnishing all labor, services, materials and equipment and performing all work necessary for: **Community Development Block Grant (CDBG) ADA Transition Plan Curb Ramps Project (CDBG Project No. 602150-19 and 602274-20)**.

Having carefully examined the location of the proposed work and the Bid Documents for same and read the accompanying proposed requirements, and attended the pre-bid conference, the undersigned Bidder hereby proposes and agrees to enter into a contract to furnish all equipment, materials and labor necessary to complete all work described in the Bid Documents for the project under the supervision of the City Engineer of the City of Culver City for the sum set forth in the following schedule **Community Development Block Grant (CDBG) ADA Transition Plan Curb Ramps Project (CDBG Project No. 602150-19 and 602274-20)**.

The undersigned further agrees, in case of award, to execute the contract for the within described work and improvements, within ten (10) days following written notice of award of contract. All work to be done under this contract shall be completed within **Sixty (60) calendar days**, beginning on the date stipulated in the written Notice to Proceed issued by the City Engineer.

Liquidated damages of **\$500** per calendar day shall be assessed based upon the applicable number of days noted above. The Contract Time shall commence on the date the Contractor actually commences the Work or on the tenth (10th) day after the issuance of the Notice to Proceed, whichever comes first. The Contractor shall retain the right to fully complete (including Final Completion, Punch List Correction and project Close-Out) the Work in less days than established by above, however, neither shall a reduction or increase to the Contract Sum be made, if the Work

is so fully completed in less days than established by this Section C-1, no Claim shall be made or granted for Compensable Delay, or any other increase in Contract Sum, if, for any reason, including but not limited to delay caused by the Owner, the Contractor does not so fully complete the Work in less days than established herein.

(NOTE: All amounts and totals given in the Bid Schedule are subject to verification by the Owner.)

Community Development Block Grant (CDBG) ADA Transition Plan Curb Ramps Project (CDBG Project No. 602150-19 and 602274-20)

BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	Unit Cost	TOTAL
ADA Transition Plan Curb Ramps – Overland Ave (CDBG Project No. 602150-19)					
1	Mobilization/Traffic Control	1	LS	\$	\$
2	Construct PCC Curb Ramp at Northwest Corner of Overland Ave and Braddock Ave per Design Plans.	1	LS	\$	\$
3	Construct PCC Curb Ramp at Northeast Corner of Overland Ave and Braddock Ave per Design Plans.	1	LS	\$	\$
4	Construct PCC Curb Ramp at Southeast Corner of Overland Ave and Braddock Ave per Design Plans.	1	LS	\$	\$
5	Construct PCC Curb Ramp at Southwest Corner of Overland Ave and Garfield Ave per Design Plans. (Case A, Type 3)	1	LS	\$	\$
6	Construct PCC Curb Ramp Located on Overland Ave (westside) at Farragut Dr. per Design Plans.	1	LS	\$	\$
7	Construct PCC Curb Ramp at Northeast Corner of Overland Ave and Farragut Dr. per Design Plans.	1	LS	\$	\$
8	Construct PCC Curb Ramp at Southwest Corner of Overland Ave and Farragut Dr. per Design Plans.	1	LS	\$	\$
9	Construct PCC Curb Ramp at Northwest Corner of Overland Ave and Ocean Dr. per Design Plans.	1	LS	\$	\$
10	Construct PCC Curb Ramp at Southeast Corner of Overland Ave and Farragut Dr. per Design Plans. (Case A, Type 3)	1	LS	\$	\$
11	Construct PCC Curb Ramp at Northwest Corner of Overland Ave and Franklin Ave. per Design Plans. (Case A, Type 3)	1	LS	\$	\$

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	Unit Cost	TOTAL
12	Construct PCC Curb Ramp at Southwest Corner of Overland Ave and Franklin Ave. per Design Plans. (Case A, Type 3)	1	LS	\$	\$
13	Construct PCC Curb Ramp at Southwest Corner of Overland Ave and Ocean Dr. per Design Plans. (Case A, Type 3)	1	LS	\$	\$
14	Construct PCC Curb Ramp at Northwest Corner of Overland Ave and Farragut Dr. per Design Plans. (Case A, Type 4)	1	LS	\$	\$
15	Construct PCC Curb Ramp at Northwest Corner of Overland Ave and Garfield Ave per Design Plans. (Case A, Type 4)	1	LS	\$	\$
16	Traffic Signal Intersection Modification	1	LS	\$	\$
17	Survey Monument Restoration (Deletable Item)	1	LS	\$	\$
ADA Transition Plan Curb Ramps – Centinela Ave/Jefferson Blvd (CDBG Project No. 602274-20)					
18	Mobilization/Traffic Control	1	LS	\$	\$
19	Construct PCC Curb Ramps at Jefferson Blvd and Selmaraine Drive Ave per Design Plans. (Case A, Type 2)	2	EA	\$	\$
20	Construct PCC Curb Ramps at Southwest Island of Jefferson Blvd and Slauson Ave per Design Plans. (Case B, Type 1 (MOD))	2	EA	\$	\$
21	Construct PCC Curb Ramps at Southeast Island of Jefferson Blvd and Slauson Ave per Design Plans.	3	EA	\$	\$
22	Construct PCC Curb Ramp at Southwest Corner of Jefferson Blvd and Slauson Ave per Design Plans.	1	LS	\$	\$
23	Construct PCC Curb Ramp at Southeast Corner of Jefferson Blvd and Slauson Ave per Design Plans.	1	LS	\$	\$
24	Construct PCC Curb Ramp at Northeast Corner of Jefferson Blvd and Slauson Ave per Design Plans.	1	LS	\$	\$
25	Construct PCC Curb Ramp at Jefferson Blvd and Arizona Ave per Design Plans.	1	LS	\$	\$
26	Construct PCC Curb Ramp at Southeast Corner of Centinela Ave and Arizona Ave per Design Plans.	1	LS	\$	\$
27	Construct PCC Curb Ramps at Northwest Corner of Centinela Ave and Sepulveda Blvd per Design Plans. (Case A, Type 3)	1	LS	\$	\$

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	Unit Cost	TOTAL
28	Construct PCC Curb Ramps at Southwest Corner of Centinela Ave and Sepulveda Blvd per Design Plans.	1	LS	\$	\$
29	Construct PCC Curb Ramps at Northeast Corner of Centinela Ave and Sepulveda Blvd per Design Plans.	1	LS	\$	\$
30	Construct PCC Curb Ramps at Southeast Corner of Centinela Ave and Sepulveda Blvd per Design Plans. (Case A, Type 3)	1	LS	\$	\$
31	Construct PCC Curb Ramp at Northeast Corner of Centinela Ave and Bristol Parkway per Design Plans.	1	LS	\$	\$
32	Furnish and Install Detectable Warning Surface	2	EA	\$	\$
33	Traffic Signal Intersection Modification	1	LS	\$	\$
34	Survey Monument Restoration (Deletable Item)	1	LS	\$	\$
TOTAL BID SCHEDULE IN FIGURES (Bid items 1~34):					\$
TOTAL BID SCHEDULE IN WORDS (Bid items 1-34):					

THE CONTRACT WILL BE AWARDED TO THE RESPONSIBLE CONTRACTOR WHO SUBMITS THE LOWEST TOTAL BASE BID AMOUNT WITH RESPONSIVE AND RESPONSIBLE BID PROPOSAL. THE CITY RESERVES THE RIGHT TO AWARD THE CONTRACT AMOUNT BASED ON AVAILABLE BUDGET AND PRIORITIES.

The undersigned has carefully checked the above figures and understands that the City, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid. In case of a discrepancy between words and figures, the figures shall prevail, and in case of a discrepancy between unit prices and totals, the unit prices shall prevail. The unit price amounts for each item shall include all indirect costs (i.e., permit fee, business license fee, mobilization, coordination, supervision, overhead and profit, etc.), incidental work (i.e. traffic control, safety devices, protection of utilities, utility investigation and "pot holes," work necessary for the protection of life and limb, etc.) and other work required by the contract but not listed above.

Payment for all work on the above items shall be made subject to verification in the field of the actual quantity of work performed.

Exclusions: Includes everything necessary to complete the project with the following exceptions only:

2 RECEIPT AND ACKNOWLEDGMENT OF ADDENDUM

We acknowledge that the following addenda numbers have been received and have been examined as part of the Contract Documents. Failure to acknowledge any or all addenda or addendum may result the bid proposal being deemed as non-responsive by the City.

Addenda Number	Date Received	Initials

3 CERTIFICATION

The undersigned Bidder certifies that:

1. Bidder has, by investigation of the site of the work and otherwise, understands the nature and location of the work and has fully informed the Owner as to all conditions and matters, which can in any way affect the work or cost thereof.
2. Bidder will cooperate fully with the Owner to ensure the Owner's best interests are protected and the work expedited to completion. In the event of any disagreement, the City Engineer shall fully review the matter and provide a determination. His judgment shall be final and binding upon all parties concerned.
3. Where demolition is necessary for the project described herein, the successfully awarded Contractor shall conform to the South Coast Air Quality Management District (S.C.A.Q.M.D.) Rule 1403, as amended. The Contractor shall mail the Rule 1403 Notification within five (5) calendar days after the Notice to Commence Work is mailed by the Owner. Once the S.C.A.Q.M.D Rule 1403 Notification has been post marked and mailed, the Contractor shall begin work no later than fifteen (15) calendar days after the mailing date. The duration set for the completion of this project will begin on the date work actually commences by the Contractor. In any case, the work shall not begin later than twenty (20) days after the date in which the Owner mailed the Notification to Commence Work.
4. All bonds, certificates, endorsement forms shall be submitted at the time of the execution of the contract.

THE UNDERSIGNED BIDDER IS AWARE OF THE FACT THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS BUT THAT IF A BID IS ACCEPTED, THE CONTRACT WILL BE AWARDED TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER.

4 BIDDER INFORMATION

Name of Individual Bidder: _____

Bid Prepared By: _____

Business Address: _____

Business Telephone Number: _____

Fax Number: _____

Contractor License No: _____ Class: _____

OR:

California Public Works Contractor Registration No: _____

Name of Partnership Bidder: _____

Bid Prepared By: _____

Business Address: _____

Fax Number: _____

Business Telephone Number: _____

List Names and Business addresses of All Partners Below:

If the Bidder is a Corporation, list corporate information below:

Name of Corporate Bidder: _____

By: _____
(Signature of President of Corporation)

By: _____
(Signature of Secretary of Corporation)

By: _____
(Signature of Treasurer of Corporation)

Business Address: _____

Business Telephone Number: _____

Fax Number: _____

Corporation organized under laws of State of: _____

Contractor License No: _____ Class: _____

5 DECLARATION OF BIDDER'S QUALIFICATIONS

Each Bidder must be properly licensed and must submit the following information on this form. If necessary, include supplement information as a separate package.

5.1 Authorization and Declaration

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by Owner or their designated representative in verification of the recitals comprising this Declaration of Bidder's Qualifications. The undersigned declares under penalty of perjury that all of the qualification information submitted with this form is true and correct and that this Declaration was executed in

(City, County) of California, on _____ (Date).

Signature: _____

Title (Printed): _____

5.2 Business Name, Address, Telephone Numbers (if different than Section C-4)

Business Name: _____

Business Address: _____

Business Telephone & Fax Numbers: _____

5.3 License

Bidders must be licenses in the State of California as **"A" Contractor**.

Complete the information requested below.

License Number	Class	Date Issued	Expiration Date
_____	_____	_____	_____
License Number	Class	Date Issued	Expiration Date
_____	_____	_____	_____
License Number	Class	Date Issued	Expiration Date
_____	_____	_____	_____

5.4 Surety

- A. Indicate the names of all surety companies utilized by Bidder in last five (5) years and state if the Surety(ies) bonding the Bidder's jobs have had to complete any part of Bidder's Contract (attach separate sheet if necessary).

_____	_____
Surety Name & Address	Period Covered

Jobs Completed by Surety

_____	_____
Surety Name & Address	Period Covered

Jobs Completed by Surety

- B. If a Bid Guaranty (Section C-7) is provided in lieu of a Bid Bond (Section C-6), the Bidder shall attach a notarized statement from Surety(ies) proposed to be utilized on the project, indicating Bidder's total bonding capacity and certifying that: (1) currently available bonding capacity exceeds **\$4,500,000** and (2) Surety(ies) will provide bonding in the event that Bidder is awarded the project.

- C. Indicate below that the surety is licensed and admitted as a surety insurer in the State of California.

Surety Name and Address

Licensed & Admitted in CA
(Y/N)

Surety Name and Address

Licensed & Admitted in CA
(Y/N)

Surety Name and Address

Licensed & Admitted in CA
(Y/N)

- D. Indicate below those projects with disputed amounts in excess of \$50,000 or portions of any such project, which have been terminated by an Owner, Owner's representative, or other contracting party and which required completion by another party in the last five (5) years. State the project Name, Location, Owner, with address and phone number, contract amount, and reason for disputed amount or termination (attach separate sheet if necessary.)

Project Name and Location

Owner

Contract Value

Reasons for Disputed Amount or Termination

Disputed Amount

5.5 Insurance

- A. Provide a statement from the Worker's Compensation carrier specifying Contractor's current Experience Modification Rate for Worker's Compensation for the State of California. In addition, provide a list of the above referenced ratings and corresponding company for the last three (3) years.
- B. Provide statement from insurance carrier indicating that the minimum scope and limits of insurance will be provided as required in Section D-4, of this document.
- C. Indicate below that the surety is licensed and admitted as a surety insurer in the State of California.

Ins. Co. Name and Address

Licensed & Admitted in CA/Y/N

Ins. Co. Name and Address

Licensed & Admitted in CA/Y/N

5.6.1 Construction Experience

Furnish a list of at least three (3) similar (scope of work and cost) projects completed in the past five (5) years, two (2) of which must have been built in the State of California. Provide the following information for each project on the attached form. Copy additional forms as required.

i Project name and location

- ii* Contact name, address and telephone number for Owner & Architect/Engineer
- iii* Base and final contract amounts
- iv* Type of project and major project components. Provide approximate percent of construction cost associated with each construction component.
- v* Date project was completed (i.e., date of filing of Notice of Completion, etc.).
- vi* Indicate completion rate of projects by showing initial contract time, time extensions, and number of days that project was completed early or late, all expressed in calendar days.

SIMILAR PROJECTS FOR LAST FIVE (5) YEARS

1. _____
 Project Name and Location

 Owner _____ Engineer _____

 Address and telephone

 Project Components

 Contract Amounts (\$) _____ Date Completed _____
2. _____
 Project Name and Location

 Owner _____ Engineer _____

 Address and telephone

 Project Components

 Contract Amounts (\$) _____ Date Completed _____

3. _____
Project Name and Location

Owner Engineer

Address and telephone

Project Components

Contract Amounts (\$) Date Completed

4. _____
Project Name and Location

Owner Engineer

Address and telephone

Project Components

Contract Amounts (\$) Date Completed

5. _____
Project Name and Location

Owner Engineer

Address and telephone

Project Components

Contract Amounts (\$) Date Completed

5.7 Staff Roster/Functions

List all members of your staff that will be assigned to or responsible for work on this project (except clerical) and show their job titles/functions. Include Company Officers.

Name	Function	Years w/Firm	Years Total
Name	Function	Years w/Firm	Years Total
Name	Function	Years w/Firm	Years Total
Name	Function	Years w/Firm	Years Total
Name	Function	Years w/Firm	Years Total

5.8 Arbitration and Litigation History

Indicate below all arbitration and/or litigation against bidder in the last five (5) years, including all claims by owners. Indicate yes or no (Y/N) which claims were resolved against bidder in litigation or arbitration or which resulted against in any payment by the Bidder or its insurers/sureties or reduction in compensation on any Bidder. Failure to provide this information on any contract undertaken in the past five (5) years may result in disqualification. Indicate final status (Resolved or Unresolved) of each claim. Attach separate sheet if necessary.

Project Name	Amount of Claim	
Nature of Claim	Resolution (Y/N) Against Bidder	Final Status

Project Name	Amount of Claim	
Nature of Claim	Resolution (Y/N) Against Bidder	Final Status

Project Name	Amount of Claim	
--------------	-----------------	--

Nature of Claim	Resolution (Y/N) Against Bidder	Final Status

NOT FOR BIDDING

6 BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety (Local Agent Contact Telephone Number , _____), are held and firmly bound unto the Owner in the sum of _____ Dollars (\$ _____) to be paid to said Owner its successors and assigns, for which payment well and truly will be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the certain Bid of the above-bounden Principal submitted for the following improvement project:

**Community Development Block Grant (CDBG) ADA Transition Plan Curb Ramps
Project (CDBG Project No. 602150-19 and 602274-20)**

is accepted by the Owner through action of its legally constituted contracting authorities and if the above-bounden Principal, its heirs, executors, administrators, successors and assigns shall duly enter into and execute a contract for such construction in strict accordance with the specifications and drawings on file at the office of the City Engineer, in the City Hall, Culver City, and shall execute and deliver the required Faithful Performance Bond and Payment Bond, and Insurance Certificates within ten (10) days after the date of notification by and from said Owner that said contract is ready for execution, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____, 20__.

Signature

Surety

Title

By: _____

Company

7 BID GUARANTY**BID GUARANTY**

Note: The following statement shall be used if other than a bid surety bond accompanies bid.

"Accompanying this proposal is a money order*, certified check*, cashier's check*, cash*, payable to the order of the Owner in the amount of Dollars (\$ _____) which is ten percent (10%) of the total amount of this bid. The proceeds of this bid guaranty shall become the property of said Owner provided this bid is accepted by said Owner, through action of its legally constituted contracting authorities, and the undersigned fails to execute a contract and furnish the required bonds within the stipulated time. Otherwise, the proceeds of this bid guaranty shall be returned to the undersigned."

Signature

Title

Company

(*Delete the inapplicable words)

8 NONCOLLUSION DECLARATION**NONCOLLUSION DECLARATION**

(To Be Executed By Bidder and Submitted With Bid)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Name: _____

Title: _____

Signature of Bidder _____

LISTING OF PROPOSED SUPPLIERS

**Community Development Block Grant (CDBG) ADA Transition Plan Curb Ramps Project (CDBG
Project No. 602150-19 and 602274-20)**

[illegible]

FEDERAL FORMS

(REQUIRED TO BE SUBMITTED WITH BID FORMS)

NOT FOR BIDDING

**COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031
CERTIFICATION**

Name of Firm: _____

Address: _____

State: _____ Zip Code: _____ Telephone Number: () _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Los Angeles County Development Authority (LACDA).

- 1) It is understood that each person/entity/firm who applies for a Los Angeles County Development Authority contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person/entity/firm who seeks a contract with the Los Angeles County Development Authority shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with Los Angeles County and the Los Angeles County Development Authority.

Authorized Official:

(Contractor/Subcontractor)

By: _____
(Signature)

(Date)

(Title)

CONTRACTOR LIST OF PROPOSED SUBCONTRACTORS

Bidder must list all subcontracts, regardless of dollar amount or percentage of bid.

PROJECT NAME

Location:

AWARDING AGENCY

Project Number:

SUBCONTRACTORS: Name, Address, and Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED

Signature

Date

Name and Title

Company Name

FEDERAL LOBBYIST CERTIFICATION

Name of Firm: _____

Address: _____

State: _____ Zip Code: _____ Telephone Number: () _____

Acting on behalf of the above named firm as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Los Angeles County Development Authority (LACDA).

- 1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

(Contractor/Subcontractor)By: _____
(Signature)_____
(Date)_____
(Title)

NON-SEGREGATED FACILITIES CERTIFICATION

FEDERALLY-ASSISTED CONSTRUCTION PROJECTS

The federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: _____ Project Number: _____

Company: _____

Address: _____

By: _____

Title: _____

**CERTIFICATION
WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR
SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND
THE FILING OF REQUIRED REPORTS**

The ☐bidder, ☐proposed sub-contractor, hereby certifies that he/she ☐has, ☐has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☐has, ☐has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: _____ Project Number: _____ Contract Award: \$ _____

Awarding Agency: _____

Contractor Name: _____ Total Number of Employees _____

Affiliate Company: _____

By: _____

Title: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
 - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more, or
 - b. Serve as a depository of Government funds in any amount, or
 - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

TO:

(Name of Labor Union, Workers Representative, etc.)

(Address)Name of Business (Contractor):

Project Name:

 Project Number:

The Undersigned currently holds a contract with

, involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(Print Name)By:

(Signature)

(Date)

(Title)

WORKER'S COMPENSATION CERTIFICATION

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California 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.

Date: _____ Project Number: _____

Project Name: _____

Company Name: _____

Address: _____

Print Name: _____

Title: _____

Signature: _____

NOT FOR BIDDING

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE		HUD FORM 4230A <small>OMB Approval Number 2501-0011 (Exp. 01/31/2010)</small>						
1. FROM (name and address of requesting agency)	2. PROJECT NAME AND NUMBER							
	3. LOCATION OF PROJECT (City, County and State)							
4. BRIEF DESCRIPTION OF PROJECT	5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway							
6. WAGE DECISION NO. (include modification number, if any) <input type="checkbox"/> COPY ATTACHED		7. WAGE DECISION EFFECTIVE DATE						
8. WORK CLASSIFICATION(S)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">HOURLY WAGE RATES</th> </tr> <tr> <th style="width: 50%; text-align: center;">BASIC WAGE</th> <th style="width: 50%; text-align: center;">FRINGE BENEFIT(S) (if any)</th> </tr> <tr> <td style="height: 150px;"></td> <td></td> </tr> </table>		HOURLY WAGE RATES		BASIC WAGE	FRINGE BENEFIT(S) (if any)		
HOURLY WAGE RATES								
BASIC WAGE	FRINGE BENEFIT(S) (if any)							
9. PRIME CONTRACTOR (name, address)	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)							
Check All That Apply: <input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision. <input type="checkbox"/> The proposed classification is utilized in the area by the construction industry. <input type="checkbox"/> The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision. <input type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s). <input type="checkbox"/> Supporting documentation attached, including applicable wage decision.								
Check One: <input type="checkbox"/> Approved, meets all criteria. DOL confirmation requested. <input type="checkbox"/> One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.								
_____ Agency Representative <small>(Typed name and signature)</small>		FOR HUD USE ONLY LR2000: Log in: Log out:						
_____ <small>Date</small> _____ <small>Phone Number</small>								

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE

FRINGE BENEFIT PAYMENT CERTIFICATION

PROJECT NAME _____

LOCAL CONTRACTING AGENCY _____

Location: _____

CDBG Project Number: _____

WORK CLASSIFICATION	HOURLY FRINGE BENEFITS	Name, Address, and Telephone Number of the Approved Plan, Fund, or Program
	Health & Welfare \$	
	Pension \$	
	Vacation \$	
	Apprenticeship/Training \$	
	Other (explain) \$	
	TOTAL HOURLY FRINGE \$	
	Health & Welfare \$	
	Pension \$	
	Vacation \$	
	Apprenticeship/Training \$	
	Other (explain) \$	
	TOTAL HOURLY FRINGE \$	
	Health & Welfare \$	
	Pension \$	
	Vacation \$	
	Apprenticeship/Training \$	
	Other (explain) \$	
	TOTAL HOURLY FRINGE \$	
	Health & Welfare \$	
	Pension \$	
	Vacation \$	
	Apprenticeship/Training \$	
	Other (explain) \$	
	TOTAL HOURLY FRINGE \$	
	Health & Welfare \$	
	Pension \$	
	Vacation \$	
	Apprenticeship/Training \$	
	Other (explain) \$	
	TOTAL HOURLY FRINGE \$	

I Certify under penalty of perjury that:
☐ I make payments to approved fringe benefit plans, funds, or programs as listed above.
OR
☐ I DO NOT make payments to approved fringe benefit plans, funds, or programs.
Benefits are added to hourly rates and paid each week to the employees.

(Print Company Name)_____
(Print Name of Person Authorized to Sign)

Contractor License Number: _____

By: _____

Date: _____

Title: _____

CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

Project Name: _____

Contracting Agency: _____

Project Name: _____ Project Number: _____

This is to certify that the principal and the authorized payroll officer(s) listed below have received a copy of the assigned ***Federal Wage Determination***: CA _____, Modification Number; _____, dated _____. The principal and authorized payroll officer(s) listed below have also acknowledge that they have received and read a copy of the ***Federal Labor Standards Provisions*** (HUD-4010 form) and a copy of the current ***Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects***, and that they understand the labor standards clauses pertaining to the above listed project.

The following person(s) is/are designated as payroll officer for the undersigned and is/are authorized to sign the *Statement of Compliance* forms which will accompany each weekly payroll report for contractor listed below during the duration of this project:

☐ Contractor ☐ Subcontractor Business Name

License Number _____

Payroll Officer Name (Print) _____

Payroll Officer (Signature) _____

Payroll Officer Name (Print) _____

Payroll Officer (Signature) _____

Name of Person Authorized to Sign (Print) _____

(Authorized Signature) _____

Title _____

Date _____

AGENCY REPORT OF CONSTRUCTION CONTRACT AWARD

TO: Grants Management Unit (GMU)
Los Angeles County Development Authority (LACDA)

Date: _____

FROM: _____ Local Contracting Agency Name: _____
Project Name: _____ Project Number: _____

A formal bid opening, or informal solicitation for this construction contract was held on: _____

Date: _____

A ☐ Contract ☐ Subcontract was awarded to the contractor identified below on: _____

Date: _____

The contract amount for the scope of work to be performed by this Contractor, as detailed below, is: _____

Amount: _____

This ☐ is or ☐ is not a Section 3 qualified construction contract

A Section 3 Pre-Bid Meeting was held on: _____

Date: _____

A copy of the completed Section 3 Bid Evaluation form was provided to the LACDA on: _____

Date: _____

The Contractor's Eligibility was verified prior to the contract with search results from:

California Contractors State Licensing Board (CSLB) website (<http://www.cslb.ca.gov>) on: _____

Date: _____

California Department of Industrial Relations (DIR) website (<https://efiling.dir.ca.gov/PWCR/Search>) on: _____

Date: _____

California Department of Industrial Relations (DIR) website (<https://www.dir.ca.gov/dlse/debar.html>) on: _____

Date: _____

Federal List of Parties Excluded from federal contract award website (<https://beta.sam.gov>) on: _____

Date: _____

A Notice of Contract Award letter was sent to the U.S. Dept. of Labor, OFCCP (contracts \$10,000 or more) on: _____

Date: _____

► **Identify the detailed scope of work FOR THIS CONTRACTOR**

Estimated Start Date: _____

Estimated Completion Date: _____

► **Identify the work classifications to be USED BY THIS CONTRACTOR at the construction site**

Estimated Workforce size: _____

☐ Asbestos Worker
☐ Bricklayer
☐ Carpenter
☐ Cement Mason
☐ Electrician

☐ Equipment Operator
☐ Glazier
☐ Ironworker
☐ Laborer
☐ Labor/Striper

Group _____

Group _____

Group _____

☐ Lather
☐ Marble setter
☐ Painter
☐ Plasterer
☐ Plumber

☐ Roofer
☐ Sheet metal worker
☐ Terrazzo Worker
☐ Tile layer

(other) _____

The Contractor(s) acknowledge, by signature below, that: "This construction project is funded in whole or in part with Federal funds."

A copy of the Federal Labor Standards Provisions (HUD-4010 form), is attached to the contractor's copy of this form.

A copy of the assigned Federal Wage Decision identified below will be attached to the contractor's copy of this form.

Federal Wage Decision Number: CA _____ Mod. _____, DATED _____ (<http://beta.SAM.gov>).

The Contractor(s) further acknowledges that the prevailing wage and fringe benefit rates must be paid to all workers each week.

Print Company Name above – ☐ Prime Contractor ☐ Subcontractor

Employer Identification Number: _____

Contractor License Number: _____

Print Company Name above – ☐ Subcontractor ☐ Lower-tier

Employer Identification Number: _____

Contractor License Number: _____

Authorized Signature of Company Representative

☐ Black American ☐ Women Owned Business ☐ Native American
☐ White American ☐ Minority Owned Business ☐ Hasidic Jews
☐ Hispanic American ☐ Section 3 Qualified Business ☐ Asian/Pacific American

Authorized Signature of Company Representative

☐ Black American ☐ Women Owned Business ☐ Native American
☐ White American ☐ Minority Owned Business ☐ Hasidic Jews
☐ Hispanic American ☐ Section 3 Qualified Business ☐ Asian/Pacific American

Tips for completing the *Agency Report of Contract Award* form

The *Agency Report of Contract Award* (ARCA) form will help the LCA to complete HUD's Semi-Annual and Annual reporting requirements. Send a copy of the completed form(s) to the GMU Contract Compliance Officer via email. Process the ARCA as follows:

- **Local Contracting Agency (LCA) must;**
 - Enter the basic project information on the form,
 - Enter the dollar amount of the Prime Contract
 - Explain the prevailing wage requirements as outlined in the specifications,
 - Do not sign the form until it is returned, completed by the prime sub, or lower-tier contractor,
 - Collect form from the contractor and review for accuracy,
 - Initial and email completed form(s) to GMU.
 - **Prime Contractor must;**
 - Provide an estimated start and end date, and a summary the Scope of Work,
 - Identify the basic trades and number of workers to be used on site,
 - Complete lower left section – business address and EEO portion, and
 - Sign and return the form to the LCA.
 - **Subcontractor form**, provide the dollar amount of each subcontract
 - Ensure subcontractor has a copy of the *HUD-4010* form & *Federal Wage Decision*
 - Collect form from the sub-contractor and review it for accuracy
 - Sign and forward the form to the LCA
 - **Sub and Lower-tier contractor must;**
 - Provide an estimated start and end date, and a summary the Scope of Work,
 - Identify the basic trades and number of workers to be used on site,
 - Complete lower right section – business address and EEO portion, and
 - Sign and return the form to the Prime Contractor.
1. **Date of Public Bid Opening or Informal Solicitation Date:** Date that the LCA held the public bid opening, or the date that the contract opened for vendor offers through informal solicitation.
 2. **Contract Award Date:**
 - Prime Contracts**, the date that the contractor signed an agreement with the LCA.
 - Subcontracts**, the date the subcontractor signed an agreement with, or work commenced for the prime contractor.
 - Lower-tier contracts**, the date the lower-tier signed an agreement with, or work commenced for the subcontractor.
 3. **Section 3-Qualified Contracts:** The LCA is required to conduct a presentation of the bid preference and hiring requirements of *Section 3* during the *Pre-Bid Meeting*. In addition, during the bid evaluations, the LCA will include a *Section 3* analysis to determine each bidder's *Section 3* Responsiveness and provide GMU with a copy of their evaluation. A standard-format evaluation form is available for reference and use during the evaluation process.
 4. **Contractor Eligibility:** Prior to awarding a contract for construction, the LCA must ensure the contractor is eligible to receive federal funds, and that the contractor's license is current and active as part of the LCA bid evaluation process. The eligibility check includes:
 1. Obtaining the state license number of each bidder and proposed sub-contractor
 2. Contact the CA Contractor State License Board on-line at <http://www.cslb.ca.gov>
 3. Enter the contractor's license number and click on "Check License"
 4. The License Detail page will display; Business Information, License Status, Personnel List, etc.
 5. Print a copy of this page to assist in completing the contractor's eligibility verification.
 - a. First, access the CA Department of Industrial Relations websites:
 - i. at <https://efiling.dir.ca.gov/PWCR/Search.action> for contractor public works registration status, and
 - ii. at <https://www.dir.ca.gov/dlse/debar.html> to ensure that the contractor is not debarred
 - b. Next, access the Federal List of Parties Excluded from receiving federal funds on-line at <https://beta.sam.gov/>
 6. Print the results of your search and place a copy in the contractor's *Labor Standards Enforcement File*
 5. **Contractor Acknowledgement:** By signing this form the contractor(s) acknowledges that this project is federally-funded and the prevailing wage requirements of the *Davis-Bacon and Related Acts* will be administered, monitored, and enforced by the LCA, or their assigned representative.
 6. **Federal Labor Standards Provisions:** A copy of the current *HUD-4010* form that outlines the labor requirements for each contractor must be included in the bid specifications for all formal competitive bids, or physically attached to each Prime Contract awarded for informal contracts under \$25,000. The Prime Contractor must attach a current copy of the *HUD-4010* form to each subcontract.
 7. **Federal Wage Decision:** A copy of the current *Wage Decision* that identifies the minimum hourly wage and fringe benefit payments to workers must also be included in the bid specifications for all formal competitive bids, or physically attached to each Prime Contract awarded for informal contracts under \$2,000. The Prime Contractor must attach a copy of the applicable *Wage Decision* and *HUD-4010* form to each subcontractor ARCA to ensure that each sub and lower-tier contractor was informed of his/her obligation to pay prevailing hourly wages and fringe benefits to workers each week.
 8. **Contractor's Acknowledgement:** To pay workers each week no less than the hourly wage and fringe benefits rates identified in the assigned wage decision.
 9. **Notice of Contract Award:** Within 10-days of the award date, a *Notice of Contract Award* letter must sent to the Office of Federal Contract Compliance Programs (OFCCP) at the address below for contracts awarded in the amount of \$10,000 or more. Place a copy of the signed letter in the project file.

U.S. Department of Labor, Office of Federal Contract Compliance Programs
1640 South Sepulveda Boulevard, Suite 440
Los Angeles, CA 90024

Date _____

I, _____, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____

_____ on the _____
(Contractor or Subcontractor) (Building or Work)

_____ ; that during the payroll period commencing on the _____

day of _____, 19____, and ending the _____ day of _____, 19____.

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997 519-861

2019 INCOME CERTIFICATION

(effective as of June 28, 2019)

Name: _____

Address: _____

I hereby certify that I am (Check the applicable statement below):
☐ A *Public Housing* resident (Specify the Name of the Public Housing site): _____

☐ A low-income resident of the metropolitan area of *Los Angeles/Orange County*, based on the following:

Check ☒ **Family Size** and the gross annual ☒ **Income** from all sources below;
FAMILY SIZE**INCOME LIMITS**

1 <input type="checkbox"/>	\$21,950 or less <input type="checkbox"/>	\$21,951 to \$36,550 <input type="checkbox"/>	\$36,551 to \$58,450 <input type="checkbox"/>	\$58,451 or more <input type="checkbox"/>
2 <input type="checkbox"/>	\$25,050 or less <input type="checkbox"/>	\$25,051 to \$41,800 <input type="checkbox"/>	\$41,801 to \$66,800 <input type="checkbox"/>	\$66,801 or more <input type="checkbox"/>
3 <input type="checkbox"/>	\$28,200 or less <input type="checkbox"/>	\$28,201 to \$47,000 <input type="checkbox"/>	\$47,001 to \$75,150 <input type="checkbox"/>	\$75,151 or more <input type="checkbox"/>
4 <input type="checkbox"/>	\$31,300 or less <input type="checkbox"/>	\$31,301 to \$52,200 <input type="checkbox"/>	\$52,201 to \$83,500 <input type="checkbox"/>	\$83,501 or more <input type="checkbox"/>
5 <input type="checkbox"/>	\$33,850 or less <input type="checkbox"/>	\$33,851 to \$56,400 <input type="checkbox"/>	\$56,401 to \$90,200 <input type="checkbox"/>	\$90,201 or more <input type="checkbox"/>
6 <input type="checkbox"/>	\$36,350 or less <input type="checkbox"/>	\$36,351 to \$60,600 <input type="checkbox"/>	\$60,601 to \$96,900 <input type="checkbox"/>	\$96,901 or more <input type="checkbox"/>
7 <input type="checkbox"/>	\$39,010 or less <input type="checkbox"/>	\$39,011 to \$64,750 <input type="checkbox"/>	\$64,751 to \$103,550 <input type="checkbox"/>	\$103,551 or more <input type="checkbox"/>
8 <input type="checkbox"/>	\$43,430 or less <input type="checkbox"/>	\$43,431 to \$68,950 <input type="checkbox"/>	\$68,951 to \$110,250 <input type="checkbox"/>	\$110,251 or more <input type="checkbox"/>

☐ Not a public housing or low-income resident of the metropolitan area of *Los Angeles/Orange County*.

Certified by signature below, under penalty of perjury under the laws of the State of California; that the foregoing is true and correct.

_____ *Print Full Name* _____ *Signature* _____ *Date*

THIS SECTION MUST BE COMPLETED BY THE AUTHORIZED BUSINESS OWNER/AGENTThe above-named person is: ☐ an applicant ☐ a permanent full-time ☐ a new-hire employee / Date of hire: _____ ☐ N/A

This person's Work Classification is: _____

_____ *Business Name* _____ *Print Name of Owner/Agent* _____ *Signature of Owner/Agent* _____ *Date*

THIS SECTION MUST BE COMPLETED BY THE LOCAL CONTRACTING AGENCY (LCA)

_____ <i>Name of LCA</i>		_____ <i>Project Name</i>		_____ <i>Project Number</i>
Income Level:	<input type="checkbox"/> Extremely Low	<input type="checkbox"/> Very Low	<input type="checkbox"/> Low	<input type="checkbox"/> Over the qualifying income limit
	<input type="checkbox"/> Not income qualified for the following reason(s): _____			
Preference Category:	<input type="checkbox"/> Targeted Service Area – Provide Census Tract _____ and Block Group _____			
	<input type="checkbox"/> Youth Build Program	<input type="checkbox"/> McKinney Homeless Program	<input type="checkbox"/> Other qualified Program: _____	
_____ <i>Print Name of Section 3 Coordinator</i>		_____ <i>Signature</i>		_____ <i>Date</i>

SECTION 3 BUSINESS CERTIFICATION

☐ Contractor ☐ Subcontractor Business Name: _____ ☐ Bid or ☐ Contract Amount: _____

Business Address: _____ Email Address: _____

The above business is a **Section 3-qualified business** based on the following:

☐ **51% of this business is owned by income-qualified resident(s)**

A completed *Resident Certification* form and proof of income for income-qualified owner(s) must be attached to and submitted with this form.

Total number of owners _____, Number of income-qualified owners _____

☐ **30% or more, permanent, full-time employees are income-qualified residents**

A completed *Resident Certification* form and proof of income for each income-qualified employee must be attached to and submitted with this form.

Total number of all full-time employees _____, Number of income-qualified employees _____

The owner/principle, of the above listed business concern, certifies under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Owner/Principal Signature of Owner/Principal Title Date

SECTION 3 BUSINESS CONCERN DETERMINATION <small>TO BE COMPLETED BY THE LOCAL CONTRACTING AGENCY SECTION 3 COORDINATOR</small>		
Based on the support documentation submitted for our review, we have determined that this business concern;		
<input type="checkbox"/> is or <input type="checkbox"/> is not a qualified business concern, and		
<input type="checkbox"/> does or <input type="checkbox"/> does not qualify for a bid preference for the federally-funded construction project identified below.		
CDBG Project Number	Project Name	Project Location
Comments:		
<div style="display: flex; justify-content: space-between;"> Local Contracting Agency Section 3 Coordinator Date of Determination </div>		

SECTION 3 COMMITMENT*(September – 2011)*

Contractor Name: _____

Project Name: _____ CDBG Project Number: _____

Project Location: _____

LCA Section 3 Coordinator: _____ Telephone: _____

The contractor currently holds a construction contract with _____ funded in whole or in part with Community Development Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development (HUD). Under the provisions of our contract, the undersigned shall; to the greatest extent feasible, focus hiring outreach efforts, when opportunities for employment and training are available, toward low-income residents residing within the project area.

*(Print Name of Contractor's Authorized Representative)*_____
*(Signature of Contractor's Authorized Representative)*_____
*(Title)*_____
(Date)

This notice is provided pursuant to Section 3 of the Housing and Urban Development Act of 1968, as amended. Copies of this notice will be posted by the undersigned in conspicuous places and available to residents of the project area.

NOTICE

_____ is currently accepting applications for the following positions:
Name of Company

For information regarding employment and training opportunities Contact

*Contact Person's Name*_____
*Title*_____
*Telephone Number*_____
Date

SECTION 3 ECONOMIC OPPORTUNITY PLAN

(04/03/17)

Business Name <input type="checkbox"/> Bidder: <input type="checkbox"/> Contractor		Dollar Amount of <input type="checkbox"/> Bid <input type="checkbox"/> Contract: \$	Date Plan Submitted to LCA:
Business Address		Name of Owner or Authorized Agent	Signature Owner or Authorized Agent
Local Contracting Agency (LCA):		Section 3 Coordinator:	Contact Information for Section 3 Coordinator:
CDBG Project Number	Project Name:	Project Location:	

Employment & Training Opportunities (Minimum goal: 30% of total new hires must be income qualified. Attach completed Resident Certification form for each new hire)

WORK CLASSIFICATIONS		Number of Positions	Proposed advertising and outreach strategies (see reverse side of this form for assistance)
Professionals			
Technicians			
Office/Clerical			
Trade:			
Trade:			
Trade:			
Trade:			

Subcontracting Opportunities (attach a completed Section 3 Business Certification form for each contract)

Name of BUSINESS	Basic Trade	Type of Contract	Proposed advertising and outreach strategies (refer to the list of proposed subcontractors or see reverse side of this form for assistance)
		<input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Contract	
		<input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Contract	
		<input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Contract	
		<input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Contract	
		<input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Contract	
		<input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Contract	
		<input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Contract	

Total Subcontracting Dollars: \$

Total amount of Bid: \$

Minimum goal is 25% of the prime contract award %

TRACKING OUTREACH EFFORTS FOR CONTRACTORS*Attach supporting documentation for each 'good faith effort' accomplishment*

- ☐ Entered into a first-source hiring agreement with organizations representing income-qualified residents (such as Work Source Center or San Gabriel Valley Conservation Corps; <http://sgvcorps.org/>) and provide the contractor

Provide contractor with the address of the local Work Source Center: _____

- ☐ Posted ☐ training and/or ☐ employment position flyers in;
- ☐ public housing developments – (Name of Public Housing _____),
- ☐ offices of the local government, (Name of Office _____),
- and
- ☐ other conspicuous places – Name & Place _____).

- ☐ Advertised positions to be filled through;
- ☐ local media, such as community television networks (Name of media source _____)
- ☐ newspapers of general circulation, or
- ☐ commonly-used job placement websites such as www.monster.com (Website used _____)

- ☐ Contacted an agency administering a HUD Youthbuild Program and requested their assistance to recruit income-qualified participants who are in need of permanent placement.

Provide contractor with the address of the local Youthbuild Center: _____

- ☐ Sponsor a HUD-certified "Step-Up" employment and training program for income-qualified residents.

- ☐ Contacted agencies administering a Section 3 Program for a list of qualified business concerns. (List names below)

TO: _____, Program Manager – Grants Management Unit

SECTION 3 BID EVALUATION MEMORANDUM

(05/15/19)

Local Contracting Agency: _____ Section 3 Coordinator Name _____

Project Name: _____ CDBG Project Number: _____

Bid Opening Date: _____

REASONABLENESS OF BID (See the back side of this form for assistance with calculating the Zone of Consideration)

X-FACTOR	1	Enter the lowest bid amount here:	\$
	2	ADD the Lesser of \$ _____ (_____ % of Low Bid) OR \$ _____	\$
	3	In order to receive a preference a <i>Reasonable Bid</i> cannot exceed this amount:	\$

RESPONSIVENESS TO SECTION 3 REQUIREMENTS

	YES	NO	Bid Amount (List Low Bid First)
BUSINESS NAME:			\$
A Section 3 Business Certification form was submitted with the bid and the LCA has determined that this contractor is; <input type="checkbox"/> 51% Owned by income-qualified resident(s) and Resident Certification forms are in file., OR <input type="checkbox"/> 30% or more of their workforce are income qualified workers and Resident Certification forms are in file			
BUSINESS NAME:			\$
A Section 3 Business Certification form was submitted with the bid and the LCA has determined that this contractor is; <input type="checkbox"/> 51% Owned by income-qualified resident(s) and Resident Certification forms are in file., OR <input type="checkbox"/> 30% or more of their workforce are income qualified workers and Resident Certification forms are in file			
BUSINESS NAME:			\$
A Section 3 Business Certification form was submitted with the bid and the LCA has determined that this contractor is; <input type="checkbox"/> 51% Owned by income-qualified resident(s) and Resident Certification forms are in file., OR <input type="checkbox"/> 30% or more of their workforce are income qualified workers and Resident Certification forms are in file			
BUSINESS NAME:			\$
A Section 3 Business Certification form was submitted with the bid and the LCA has determined that this contractor is; <input type="checkbox"/> 51% Owned by income-qualified resident(s) and Resident Certification forms are in file., OR <input type="checkbox"/> 30% or more of their workforce are income qualified workers and Resident Certification forms are in file			

☐ The lowest responsive and responsible Section 3 qualified business is listed below:

☐ No bidders qualified as a Section 3 business concern. Therefore, the contract will be awarded to the lowest responsive and responsible bidder in accordance with our policy and consistent with California Public Contract Code.

 (Print the name of the Agency's Section 3 Coordinator)

 (Signature of Section 3 Coordinator)

 (Date)

GUIDELINES FOR COMPLETING THE SECTION 3 BID EVALUATION MEMORANDUM

1st Check the proposer's eligibility with the Federal List of Parties Excluded from federal contract award online at <https://www.sam.gov>.

2nd Identify the lowest reasonable bid in order to calculate the *Zone of Consideration*.

3rd Determine the *Maximum Acceptable Bid* by using the *X-Factor* listed on the reverse side of this form.

4th List all bidders that are within the zone of consideration, starting with the lowest bid.

5th Identify, a) the *Section 3* qualified bidder within the *Zone of Consideration*, or b) the lowest responsive and responsible bidder, and award the contract in accordance with the agency's policy that are consistent with public contract code, and

Finally, provide GMU with a copy of the completed memorandum.

NOTE: This *Section 3 Bid Evaluation Memorandum* form is required during procurement when;

- The project budget includes \$200,000 or more of housing & development funds (such as CDBG or HOME funds), **AND**
- The Local Contracting Agency (LCA) anticipates awarding a contract in the amount of \$100,000 or more

SECTION 3 BID PREFERENCE may be given to a bidder who is a qualified *Section 3 Business Concern*; and provides a reasonable bid.

A *Section 3 Business* is a business where fifty-one percent (51%) of the business is owned by a resident of Los Angeles/Orange County that meets the income guidelines; or 30% or more of the permanent workforce are residents who live in Los Angeles/Orange County and meet the income guidelines.

A **Section 3 RESPONSIVE BIDDER** is a bidder that **submits a *Section 3 Business Certification* form** with their bid, documenting that they qualify as a *Section 3 business concern* because they are;

- a) 51% of the business is owned by a resident of Los Angeles County/Orange County who meet the income guidelines; or
- b) 30% or more of the permanent workforce is comprised of residents who live in Los Angeles/Orange County that meet income guidelines.

A **Section 3 NON-RESPONSIVE BIDDER** is a bidder that fails to provide a *Section 3 Business Certification* form and all signed *Resident Certification supporting forms* with a bid response,

A **Section 3 REASONABLE BID** is a bid that is not more than the value of "X" HIGHER than the LOWEST BID. The **X-FACTOR**; a standard formula used to determine the maximum dollar amount that can be add to the lowest bid when considering a bid preference for *Section 3* qualified business concern. Calculate the maximum acceptable bid or highest dollar amount that can be considered in awarding the contract to a *Section 3* qualified business concern by adding the lesser of the percentage (dollar amount of the lowest bid) or the dollar amount provided in the row for the bid range column (see chart below). The lowest bid can be increased by the calculated dollar amount resulting from this computation when you are applying the bid a preference.

BID RANGE – if the Lowest Bid is		The X-FACTOR	
At Least	But Less Than	is the lesser than	
\$100,000	N/A	10%	\$9,000
\$100,000	\$200,000	9%	\$16,000
\$200,000	\$300,000	8%	\$21,000
\$300,000	\$400,000	7%	\$24,000
\$400,000	\$500,000	6%	\$25,000
\$500,000	\$1,000,000	5%	\$40,000
\$1,000,000	\$2,000,000	4%	\$60,000
\$2,000,000	\$4,000,000	3%	\$80,000
\$4,000,000	\$7,000,000	2%	\$105,000
\$7,000,000		1.5%	

NOTE: If the lowest bid of a qualified *Section 3 Responsive Bidder* is not reasonable (not within the *Zone of Consideration*), OR no bidders are responsive to *Section 3* requirements, no preference should be given and the contract will be awarded to the lowest bid from any responsive and responsible bidder in accordance with the LCA's policy and procedures, consistent with *California Public Contracting Code*.

Before awarding a contract to the lowest responsive and responsible, the contractor must commit making and documenting all good-faith efforts during the course of construction in an effort to achieve the minimum *Section 3* goals:

- Hiring 30% of aggregate new hires who reside in Los Angeles/Orange County and are income qualified,
- Subcontract 25% of the total subcontracting dollars to *Section 3* qualified business concerns

A *Section 3 Commitment* form signed and include a detailed *Economic Opportunity Plan* attached to the commitment prior to signing a contract. The awarding agency is required to collect a completed *Economic Opportunity Report* from the contractor with their final *Certified Payroll Report*.

SECTION 3 ECONOMIC OPPORTUNITY REPORT

<input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor:		Contract Amount: \$	Reporting Period FROM TO
Business Address:		Name of Owner or Authorized Agent:	Signature Owner or Authorized Agent:
Local Contracting Agency (LCA):		Section 3 Coordinator:	Telephone Number:
CDBG Project Number:	Project Name:	Project Location:	

Employment Accomplishments (attach completed *Resident Certification* form for each new hire)

WORK CLASSIFICATIONS	TOTAL	Income-qualified	
	NEW HIRES	NEW HIRES	
Professionals			Efforts made to generate economic opportunities <input type="checkbox"/> Advertised through local media, television, radio, newspaper <input type="checkbox"/> Signs prominently displayed at the project site <input type="checkbox"/> Contacts with community organizations <input type="checkbox"/> Other _____ Barriers encountered in meeting goals <input type="checkbox"/> No jobs were available during this reporting period. <input type="checkbox"/> Other _____
Technicians			
Office/Clerical			
Trade:			
Trade:			
Trade:			
Totals:			

Minimum goal is 30% of the total new hires

The "to date" percentage of aggregate new hires who are *Section 3 qualified* residents that were hired for this project is: %**Subcontracting Accomplishments** (attach a completed *Business Certification* form and supporting *Resident Certification* forms)

SECTION 3 qualified BUSINESS NAME	Type of Contract	Supporting Documentation	Performance	CONTRACT AMOUNT
	<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction	<input type="checkbox"/> Business Certification <input type="checkbox"/> Resident Certifications	<input type="checkbox"/> Responsive to Section 3 requirements <input type="checkbox"/> Non-Responsive	\$ _____
	<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction	<input type="checkbox"/> Business Certification <input type="checkbox"/> Resident Certifications	<input type="checkbox"/> Responsive to Section 3 requirements <input type="checkbox"/> Non-Responsive	\$ _____
	<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction	<input type="checkbox"/> Business Certification <input type="checkbox"/> Resident Certifications	<input type="checkbox"/> Responsive to Section 3 requirements <input type="checkbox"/> Non-Responsive	\$ _____
Subtotal of "to date" Section 3 subcontract dollars				\$ _____
Non-SECTION 3 BUSINESS NAME	Type of Contract			
	<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction			\$ _____
	<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction			\$ _____
Subtotal of "to date" non-Section 3 subcontract dollars				\$ _____
Total "to date" subcontracting dollars:				\$

Minimum Goal is 25% of the total subcontracting dollars

The "to date" percentage of the amount of the total subcontracts awarded to qualified *Section 3 Business Concerns* is: %☐ Check this box if this is your Final Report and submit it with your final Certified Payroll Report

DATE OF REPORT

Signature of Authorized Representative

-- End of Section --

SECTION D

SECTION D

**AWARD AND EXECUTION OF CONTRACT
AGREEMENT, BONDS AND INSURANCES**

NOT FOR BIDDING

SECTION D - AWARD AND EXECUTION OF CONTRACT**1 SAMPLE AGREEMENT****CITY OF CULVER CITY
AGREEMENT WITH****Contractor**

This Agreement is made and entered into by and between the City of Culver City (City) and Name of Contractor (Contractor)

WHEREAS, Contractor submitted its total base bid the total lump sum for: Amount of Bid Dollars (\$00.00) for the completion of the Name of Project (Project. No. P-) as further described in the Scope of Services; and

WHEREAS, Contractor represents it has that degree of specialized expertise and holds all licenses necessary to practice and perform the service contemplated; and

WHEREAS, after reviewing all bids submitted and declaring that the Contractor submitted the lowest responsible and responsive bid, City's City Council, at its meeting of meeting date, awarded the contract for the work to Contractor.

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

SCOPE OF SERVICES

Contractor shall provide all services described in accordance with the Contract Documents, as defined below, relating to the Name of Project (Project. No. P-) and follow the work schedules defined therein.

CONTRACT DOCUMENTS

The documents comprising the entire agreement between City and Contractor shall be collectively referred to as the "CONTRACT DOCUMENTS," and shall consist of and include the following:

This Agreement – including:

- Contract Documents and Specifications for Name of Project (P-), Bid # ____ ;
- All addenda setting forth any modifications or interpretations of those documents, (Addenda by number and date: Addendum No. x dated xxx);
- Bid Proposal submitted by Contractor to City on or before DATE;
- All documents incorporated into the foregoing;
- Schedule of Values, if applicable;
- List of Subcontractors;
- Labor and Materials Payment Bond;
- Faithful Performance Bond (including agent's Power of Attorney for each Bond);
- Non-Collusion Declaration (General and Subcontractor) ;
- Certificates of Insurance;
- Change Orders;
- Notice to Proceed; and
- Notice of Completion

All the Contract Documents are intended to complement one another, so that any work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

The terms of this Agreement shall prevail over any inconsistent provision of the other Contract Documents.

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

NOTICE

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery, facsimile, overnight delivery, or by U.S. Mail. All written notices or correspondence sent pursuant to this paragraph will be deemed given to a party on whichever date occurs first; the date of personal delivery; the date of transmission, if sent by facsimile (with proof of transmission); the next business day following deposit with an overnight mail carrier; the fifth day following deposit in the U.S. Mail, when sent by "first class mail."

Notices required to be given to City shall be addressed as follows:

Charles D. Herbertson
Public Works Director/City Engineer
Public Works Department
City of Culver City
9770 Culver Blvd.
Culver City, CA 90232

Notices required to be given to the Contractor shall be addressed as follows:

Contractor
Address

It shall be the duty of Contractor to notify all subcontractors of the above Notice provisions.

CONTRACT PRICE

For Contractor's satisfactory completion of the scope of services, City shall pay Contractor a total sum of (\$00.00).

EFFECTIVE DATE

The effective date of this agreement is the date it is signed on behalf of City. This Agreement shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

IN WITNESS WHEREOF, the parties hereto have caused their names to be hereunto subscribed.

CONTRACTOR

Dated: _____

By: _____

Its _____

By: _____

Its _____

CITY OF CULVER CITY, CALIFORNIA

Dated: _____

By: _____
John Nachbar
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Charles D. Herbertson
Public Works Director/City Engineer

Carol A. Schwab
City Attorney

NOT FOR BIDDING

2 LABOR AND MDATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

WHEREAS, THE City of Culver City, County of Los Angeles, State of California, has awarded to:

hereinafter designated as the Principal, a contract for:

Community Development Block Grant (CDBG) ADA Transition Plan Curb Ramps Project (CDBG Project No. 602150-19 and 602274-20)

in the City of Culver City, California, which contract is incorporated wherein by this reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract, providing that if said Principal or any of his or its Subcontractors shall fail to pay for any materials, provisions, equipment or supplies used in, upon or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to extent hereinafter set forth;

NOW, THEREFORE, WE, _____

as Principal and _____

as Surety, are held and firmly bound unto the City of Culver City, hereinafter called the Owner in the sum of: _____ Dollars (\$ _____) lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, his or its heirs, executors, administrators, successors or assigns shall fail to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of an act of the Legislature of the State of California entitled, "An Act to secure the payment of claims or persons employed by Contractors upon public works, and the claim of persons who furnish materials, supplies, teams, implements or machinery used or consumed by such Contractors in the performance of such work, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended, and provided that the persons, companies or corporations so furnishing said materials, provisions or other supplies, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring implements, machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work or labor upon the same, or any person who supplies both work and material therefor, shall have complied with the provision of said Act, then said Surety will pay the same in or to an amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon this bond, such reasonable attorneys' fees, as shall be fixed by the court, awarded and taxed as in aforementioned Statute provided. This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

FURTHER, the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or modifications of the contract documents or of work to be performed thereunder.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named, on the ____ day of _____, 200__. The name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

By: _____

Surety

By: _____

3 FAITHFUL PERFORMANCE BOND**FAITHFUL PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

WHEREAS, the City of Culver City, in the County of Los Angeles, State of California, has awarded to:

_____ herein designated as the Principal, a contract for the construction of

Community Development Block Grant (CDBG) ADA Transition Plan Curb Ramps Project (CDBG Project No. 602150-19 and 602274-20)

in the City of Culver City, California, which contract is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, WE _____

as Principal and _____
as Surety, are held and firmly bound unto the City of Culver City, hereinafter called the Owner in the sum of:

_____ Dollars (\$_____) lawful money
of the United States of America for payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, if the hereby bound Principal, his or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

FURTHER, the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the contract documents or of work to be performed thereunder.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named on the ____ day of _____, 20____. The name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

By: _____

Surety

By: _____

4 INSURANCE REQUIREMENTS

A. Policy Requirements.

Contractor/ Consultant shall submit duly executed certificates of insurance for the following:

1. An occurrence based Commercial General Liability ("CGL") policy, at least as broad as ISO Form CG 0001, in the minimum amount of Three Million Dollars (\$3,000,000) each occurrence, with not less than Six Million Dollars (\$6,000,000) in annual aggregate coverage.

The CGL Policy shall have the following requirements:

- a. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall not be excess or contributing with respect to City's self-insurance, commercial liability insurance, or any pooled risk arrangements;
 - b. The policy shall provide \$3,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;
 - c. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law. Consultant's obligation to indemnify the Indemnitees as required under Paragraph 6 of this agreement;
 - d. The Policy shall not exclude coverage for Completed Operations or Hazards; and
 - e. The City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees will be named as an additional insured in an endorsement to the policy, which shall be provided to the City and approved by the City Attorney.
2. Business Automobile Liability Insurance coverage in the amount of Three Million Dollars (\$3,000,000), providing coverage for use of mobile equipment (i.e. heavy mobile equipment or vehicles primarily for use in an off-road environment), to the extent that (1) such mobile equipment will be used within the City limits or on City business, and (2) coverage for mobile equipment is not otherwise covered by the CGL policy listed in subparagraph (a), above.
 3. If the Agreement will have Contractor employees working within the City limits, Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars [\$1,000,000] per accident.) Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

B. Waiver by City.

City may waive one or more of the coverage listed in Section A, above. This waiver must be express and in writing, and will only be made upon a showing by the Consultant that its operations in and with respect to City are not such as to impose liability within the scope of that particular coverage.

C. Additional Insurance Requirements.

1. All insurance listed in Paragraph A shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A:VII or better in the current Best's Insurance Reports;

2. Consultant shall provide City with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Paragraph A, or a minimum of ten (10) days notice for cancellation due to non-payment.
3. City may increase the scope or dollar amount of coverage required under any of the policies described above, or may require different or additional coverages, upon prior written notice Consultant.

NOT FOR BIDDING

SECTION E

SECTION E

SPECIAL PROVISIONS

SUPPLEMENTS AND MODIFICATIONS TO
PART 1 (GENERAL PROVISIONS),
PART 4 (EXISTING IMPROVEMENTS) AND
PART 6 (TEMPORARY TRAFFIC CONTROL)

OF THE

THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION
2018 EDITION

PART 1**GENERAL PROVISIONS****SECTION 1 -- TERMS, DEFINITIONS, ABBREVIATIONS & SYMBOLS**

Except as modified by the Special Provisions, Technical Provisions, Standard Drawings and the Project Plans, all work shall be in accordance with the Provisions of the latest edition of the STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION (SSPWC), including all Supplemental Amendments, as published by Building News, Inc., Los Angeles, California, which Specifications are hereinafter referred to as the Standard Specifications.

The herein stated Special Provisions supplement and revise the aforementioned standard Specifications. Any reference to "Section" or "Subsection" in these Special Provisions shall refer to the aforementioned Standard Specifications unless noted otherwise.

1-2 TERMS AND DEFINITIONS

In this subsection, substitute where applicable, or add the following:

Agency	The City of Culver City, for which the work is being performed.
Board	The City Council of the City of Culver City.
City	The City of Culver City.
Engineer (or) City Engineer	The City Engineer of the City of Culver City or other person designated by the City Engineer acting either directly or through authorized agents.
Calendar Day	All days beginning with the date specified in the Notice to Proceed, and ending with the date the City issues the Statement of Completion.

SECTION 2 -- SCOPE OF THE WORK**2-1 WORK TO BE DONE** Add the following:

The Bidder is required to examine carefully the site of work, Bid Proposal forms and all other Contract documents for the work contemplated. The Submission of a Bidder's Proposal shall be considered conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of all the above documents.

2-2 PERMITS Add the following:

The Contractor shall secure all necessary permits from all governing agencies having authority over any portion of the work. The Contractor shall obtain and pay for all other permits.

The Contractor shall obtain, pay, and comply with all permits, including but not limited to the permits requirements as shown in the "Instruction to Bidders" part of this contract document, and give all notices necessary and incident to the due and lawful prosecution of the work and to the preservation of the public health and safety.

2-5 CONTRACTOR'S EQUIPMENT AND FACILITIES Add the following:

The routing of trucks with gross vehicle weight exceeding 6,000 pounds through Culver City shall be subject to the provision of City Code Section 7.02.210 and the Contract Documents. Contractor shall submit a proposed haul route plan to the Engineer for approval. Said plan shall be approved prior to mobilization. **The Contractor is advised that any violation of the California Vehicle Code and Culver City Code (such as truck routing, overweight, improper licensing, etc.) will result in citation and fines by the Police Department.** Contractor shall be responsible for the immediate cleanup of all spills of any nature resulting from his operation.

Parking of Contractor's employee's vehicles or any other vehicles not utilized in the construction activity will be restricted during construction and shall not take place in public parking areas outside of the construction zone, unless shown otherwise on the plan or unless by arrangement with the Engineer.

Any commercial vehicle, the laden or unladen weight of which exceeds six thousand (6,000) pounds, shall use the following streets designated as truck routes:

- A. Adams Boulevard.
- B. Centinela Avenue.
- C. Culver Boulevard, between west City boundary and Sepulveda Boulevard.
- D. Fairfax Avenue.
- E. Higuera Street, between Hayden Avenue/Place and Jefferson Boulevard.
- F. Jefferson Boulevard.
- G. La Cienega Boulevard.
- H. National Boulevard.
- I. Sawtelle Boulevard, between Culver/ Washington off-ramp of the San Diego Freeway and Braddock Drive.
- J. Sawtelle Boulevard, between Matteson Avenue and Venice Boulevard.
- K. Sepulveda Boulevard.
- L. Slauson Avenue, east of Jefferson Boulevard.
- M. Venice Boulevard.
- N. Washington Boulevard, east of La Cienega Boulevard.

Most direct route shall be used to and from the restricted street from the truck route.

2-5.2 Temporary Utility Services Add the following:

Contractor is responsible to obtain and pay for construction water. Any water drawn from fire hydrant shall be coordinated through Golden State Water Company (Contact telephone No. 310.838.1324) located at 10785 Washington Blvd in Culver City.

2-8 EXTRA WORK Add the following:

Changes Authorized in Writing

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any original plan or drawing after the same has been approved by the Engineer. Deviations from the approved plans, as may be required by the exigencies of construction, will be determined in all cases by the Engineer and authorized in writing.

Protests

If the Contractor considers any work demanded of Contractor to be outside the requirements of the Contract, or if Contractor considers any instruction, ruling or decision of the Inspector or Engineer to be unfair, Contractor shall within three (3) calendar days after any such demand is made, or instruction, ruling or decision is given, state clearly and in detail the Contractor's objections and reasons therefore. Except for such protest and objections as are made of record, in the manner and within the time above stated, the Contractor shall be deemed to have waived and does thereby waive all claims for extra work, damages and extensions of time on account of demands, instructions, rulings and decisions of the Public Works Director/City Engineer.

Upon receipt of any such protest from the Contractor, the Engineer shall review the demand, instruction, ruling or decision objected to and shall promptly advise the Contractor, in writing, of Public Works Director/City Engineer's final decision, which shall be binding on all parties, unless within the ten (10) calendar days thereafter the Contractor shall file with the Owner, a formal protest against said decision of the Public Works Director/City Engineer. The Owner shall consider and render a final decision on any such protest within thirty (30) calendar days of receipt of same.

2-10 DISPUTED WORK Add the following:

All claims which do not exceed the sum of three hundred seventy-five thousand dollars (\$375,000) shall be resolved pursuant to the provisions of Public Contract Code Section 20104 through 20104.6, "Resolution of Construction Claims".

Notice - The Contractor shall notify the Public Works Director/City Engineer, in writing, of its intention to make claim. Claims pertaining to decisions provided above for such other determinations by the Construction Manager shall be filed in writing to the Public Works Director/City Engineer prior to the commencement of such work. Written notice shall use the words "Notice of Potential Claim". Such Notice of Potential Claim shall state the circumstances and the reasons for the claim, but need not state the amount.

Additionally, no claim for additional compensation or extension of time for a delay will be considered unless the above provisions are complied with. No claim filed after the date of final payment will be considered.

It is agreed that unless notice is properly given, the Contractor shall not recover costs incurred by it as a result of the alleged extra work, changed work or other situation which had proper notice been given would have given rise to right for additional compensation. The Contractor should understand that timely notice of potential claim is of great importance to the Public Works Director/City Engineer and Owner, and is not merely a formality. Such notice allows the Owner to consider preventative action, to monitor the Contractor's increases costs resulting from the situation, to marshal facts, and to plan its affairs. Such notice by the Contractor, and the fact that the Public Works Director/City Engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

Records of Disputed Work - In proceeding with a disputed portion of the Work, the Contractor shall keep accurate records of its costs and shall make available, to the Public Works Director/City Engineer, a daily summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used. Such information shall be submitted to the Public Works Director/City Engineer on a monthly basis, receipt of which shall not be construed as an authorization for or acceptance of the disputed work.

Submission of Claim Costs - Within 30 days after the last cost of work for which the Contractor contends it is due additional compensation is incurred, but if costs are incurred over a span of more than 30 days, then within 15 days after the thirtieth day and every month thereafter, the Contractor shall submit to the Public Works Director/City Engineer as best the Contractor is able its costs incurred for the claimed matter. Claims shall be made in itemized detail and should the Public Works Director/City Engineer be dissatisfied with format or detail of presentation, upon request for more or different information, the Contractor will promptly comply, to the satisfaction of the Public Works Director/City Engineer. If the additional costs are in any respect not quantifiable with certainty, they shall be estimated as best can be done. In case the claim is found to be just, it shall be allowed and paid for as provided in the Standard Specification.

SECTION 3 – CONTROL OF THE WORK

3-5 INSPECTION Add the following:

The City Engineer, or his authorized agent, shall at all times have access to work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge regarding the process, workmanship, and character or materials used and employed in the work. Whenever required, the Contractor shall furnish to the City for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the City of Culver City designated by the City Engineer. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall be responsible to reimburse the City for its actual inspection services cost for any work that is outside the normal working days or working hours (as defined by Section 6-3 of this Special Provisions) , if approved the by Engineer.

Twenty-Four Hour Notice

The Contractor shall give at least twenty-four (24) hours advance notice of the time when Contractor or Contractor's subcontractor will start or resume the various units of operations of the work as per the contract, or resume said units of operations when they have been suspended per the contract.

The above notice is to be directed to the City Engineer through the Construction Manager, and is to be given during working hours (8 a.m. to 5 p.m.; closed alternate Fridays), exclusive of Saturday, Sunday or holidays for the purpose of permitting the Engineer to make necessary assignments of the Engineer's representative or inspector on the work.

Uncovering of Uninspected Work

Any work performed in conflict with said notice, without the presence or approval of the inspector, or work covered up without notice, approval or consent may be rejected or ordered to be uncovered for examination at Contractor's expense and shall be removed at Contractor's expense, if so ordered by the City Engineer or his/her representative or inspector on the work. Any unauthorized or defective work, defective material or workmanship or any deficient work that may be discovered shall be corrected immediately without extra charge even though it may have been overlooked in previous inspections and estimates.

3-6 THE CONTRACTOR'S REPRESENTATIVE Add the following:

When and as directed by the City Engineer, the Contractor shall attend all conferences and meetings which the City Engineer deems necessary for the proper progress of work under this contract.

3-7 CONTRACT DOCUMENTS

3-7.1. General Add the following:

Except as modified by the Special Provisions, Technical Provisions, Standard Drawings and the Project Plans, all work shall be in accordance with the Provisions of the latest edition of the STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION (SSPWC), including all Supplemental Amendments, as published by Building News, Inc., Los Angeles, California, which Specifications are hereinafter referred to as the Standard Specifications, and when applicable, the California Department of Transportation (Caltrans) Standard Specifications, latest edition, except the following:

Traffic Signal, Lighting, Pavement Striping and Markers, Roadside Sign Work

For roadside sign, traffic striping and pavement marking, pavement markers, and traffic signal and lighting work, the technical provisions provided within Section 56-2, "Roadside Signs," Section 84," Traffic Stripes and Pavement Markings", Section 85, "Pavement

Markers", and Section 86, "Signals, Lighting and Electrical Systems," of the State of California Department of Transportation (Caltrans) Standard Specifications, latest edition, hereafter "State Specification" or "State Standard Specification," shall supersede related provisions of the SSPWC. Except as otherwise specified on the Plans or in these General or Technical Provisions, all work relating to traffic signals and street lighting, including all equipment, materials, components, and the installation thereof, shall be in accordance with the latest edition of the State Standard Plans and Section 86, of the latest edition of the State Standard Specifications. The order of precedence for said State Standard Plans shall be lower than that of the Special Provisions and Plans but higher than that of the Standard Plans and Specifications.

Work within Caltrans Right of Way

Shall conform to the approved plans and permit requirements.

Work within City of Los Angeles Right of Way

Shall conform to the approved plans and permit requirements.

If the contractor, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the City's field work, it shall immediately inform the City Engineer. The City Engineer shall promptly review the matter, and if he/she finds an error or omission has been made, he/she shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increase or decrease the amount of work called for in the Contract, the City shall issue an appropriate Change Order. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at its risk unless authorized by the City Engineer.

Where applicable, the latest edition of the Uniform Building Code (UBC), and Amendments and the Culver City Municipal Code shall be adhered to.

Comply with the provisions for safety practices set forth in the "Manual of Accident Prevention on Construction", published by the Associated General Contractors of America (AGC) 213/263-1500, and to comply with the State of California Occupational Safety and Health Act (Cal-OSHA).

3-8 SUBMITTALS Add the following:

Within fourteen (14) calendar days after the Award of Contract, the Contractor shall, at his or her expense, transmit by letter to the Engineer for review and acceptance, shop drawings and/or other available instructive and descriptive information from the manufacturer, when and as required by the Plans or Special Provisions, or requested by the Engineer. Shop drawings will normally not be required for standard items in common use for which adequate manufacturers' literature is available.

The Contractor shall consecutively number, thoroughly check, approve and sign each Shop Drawing and transmit the Shop Drawings by letter to the Engineer for review. In the event that certain Shop Drawings are unacceptable to the City, they will be rejected by the Engineer. The Contractor shall thereafter, correct said drawings and resubmit same in quadruplicate within seven (7) calendar days.

In the event that in the process of development of the Shop Drawings, it is discovered that there are defects and/or errors on the Plans, resulting in conflict between said Plans and the Shop Drawings, or if the Shop Drawings show variation from the Plans and/or Contract requirements because of standard shop practice or other reasons, the Contractor shall thoroughly describe and explain said defects and/or conflicts in his transmittal letter to the Engineer.

The Engineer's review of the Shop Drawings will be for general design and arrangement only, and shall not relieve the Contractor from responsibility for errors of any sort in the Shop Drawings or of the responsibility for executing the work in accordance with the Contract. The Contractor shall be solely responsible for the correctness of the drawings, for shop fits and field connections, and for the results obtained by use of such drawings. The Contractor shall verify and be fully responsible for all dimensions and job-site conditions affecting the work and shall be responsible for furnishing and installing the proper materials required by the Contract, whether or not indicated on the Shop Drawings when reviewed.

3-10 SURVEYING

3-10.1 General Revise the subsection and apply the following:

Unless specified otherwise in the Technical Provisions, the **Contractor** shall pay and provide usual and customary construction staking. The Contractor shall submit to the City for approval, the qualifications of the Licensed Land Surveyor prior to commencing the construction staking.

3-12 WORK SITE MAINTENANCE

3-12.1 General Add the following:

When and as often as required by the Engineer, the Contractor shall furnish and operate self-loading motor sweepers with spray nozzles, to keep paved areas affected by the work acceptably clean and dust free.

The Contractor shall remove graffiti from all work, materials, equipment, and signs within the project. Equipment, materials, or signs containing graffiti shall not be brought to the project. Any graffiti found on work, materials, equipment, or signs shall be cleaned or removed from the project within 24 hours from its discovery. The cost of graffiti removal shall be borne by the Contractor, and shall be considered as being included in the various Contract items.

Upon project completion, the contractor shall remove all dig-alert utility markings.

The Contractor shall have sole responsibility for providing security for his materials and equipment on and about the work site against theft and vandalism at all times for the duration of the contract. Contractor shall immediately replace all furniture, equipment, supplies, etc., which is being used or owned by the Owner or his/her designee at or on the project site or other areas under the security of the Contractor that is stolen, lost or damaged through theft, vandalism, graffiti, Contractor's negligence or any similar activity.

3-12.2 Air Pollution Control Add the following:

The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the Project shall comply with the applicable material requirements of the South Coast Air Quality Management District (SCAQMD). All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

3-12.3 Noise Control Add the following:

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

The noise level requirements shall apply to all equipment on the job or related to the job, including, but not limited to, trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. Each internal combustion engine used for any purpose on the job shall be equipped with a muffler of a type recommended by the manufacturer. The noise level shall be in compliance with Chapter 9, Section 9.07 of the Culver City Municipal Code.

Residential Restrictions—

For residential zones, hours of work shall be limited, in accordance with the Culver City Municipal Code pertaining to Mechanical Noise or Construction Noise near Residential Zones, which prohibits:

- (a) The use or operation of any automobile, motorcycle, engine, machine or mechanical device, or other contrivance or facility, or the carrying on of any trade or business, causing between the hours of 8:00 p.m. and 6:00 a.m., any loud or unusual noise or sound, disturbing the peace of residents of a residentially zoned neighborhood.
- (b) The use of any of the foregoing in construction or excavation work between the hours of 8:00 p.m. and 8:00 a.m., on weekday, or between the hours of 7:00 p.m. and 9:00 a.m. on a Saturday, or between the hours of 7:00 p.m. and 10:00 a.m. on a Sunday, which cause any loud or unusual noise or sound disturbing the peace of residents of a residentially zoned neighborhood.

Interference with Business Prohibited

Contractor must comply with Section 9.04.020(D) of the Culver City Municipal Code pertaining to Mechanical Devices, etc., Interfering with Business or Industrial Operations, which prohibits: The operation of any automobile, motorcycle, engine, machine or mechanical device or other contrivance or facility, or the carrying on of any trade or business, any loud or unusual noise or sound from which interferes with the transaction or conduct of any business or industrial operation in the surrounding area, unless the making of such noise is incident to the construction or repair of buildings or equipment or is otherwise necessary to the protection or preservation of the property from which such noise or sound emanates.

3-12.4 Storage of Equipment and Materials Add the following:

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the City Engineer, and must be free of objectionable material. The Contractor must submit to the City Engineer for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor prior to the filing of "Notice of Completion" by the City Engineer.

Stockpiling or storage of materials on any public right-of-way or parking areas will not be permitted without the approval of the Engineer. Materials spilled along or on said right-of-way or parking areas shall be removed completely and promptly. All stockpile and storage areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work

Contractor shall only use a haul route approved in writing by the Engineer. The Contractor shall keep the work site as well as the route to and from the disposal site clean at all times. The Contractor shall immediately remove and haul away all materials included in the various items of removals.

3-12.6 Water Pollution Control Add the following:

The Contractor shall comply with the requirements of Subsection 3-12.6 of the Standard Specifications and shall conduct his operations so as to prevent Portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system. Contractor shall prepare and submit Storm Water Pollution Prevention Plan (SWPPP) prepared by qualified SWPPP developer for City's approval. Once approved, the Contractor shall comply with the requirements of project specific Storm Water Pollution Prevention Plan (SWPPP).

In addition to complying with all applicable federal, state and local laws and regulations, the Contractor shall take note of the NPDES (National Pollution Discharge Elimination System) Requirements. The Contractor shall take all precautionary actions and implement all necessary BMPs to prevent sewer discharges to any portion of the storm drain conveyance system including discharge of pollutants from activities such as paving operations, concrete waste washouts, cold-milling, vehicle and equipment fueling from entering storm drain systems. At the minimum, the following shall be implemented:

1. Handle, store, and dispose of materials properly.
2. Avoid excavation and grading activities during wet weather.
3. Construct diversion dikes and drainage swales around working sites.
4. Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
5. Develop and implement erosion control plans (if applicable).
6. Check and repair leaking equipment away from construction sites.
7. Designate a location away from storm drains for refueling.
8. Cover and seal catch basins if work in their vicinity may allow debris or deleterious liquids to enter.
9. Use vacuum with all concrete sawing operations.
10. Never wash excess material from aggregate, concrete, or equipment onto a street.
11. Catch drips from paving equipment with drip pans or absorbent material.
12. Clean up all spills using dry methods.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY**3-13.1 Completion** Add the following:Record drawings

At the beginning of the project, one print of each applicable drawing will be issued by the City for use in preparing record drawings.

Actual construction conditions shall be accurately and completely recorded on the prints as the project progresses. Contractor shall make complete, current, Record Drawings available for review by the City during the time the Contractor's Application for Payment is being reviewed. Incomplete Record Drawings may delay approval of said Application. Upon completion of the work, the Contractor shall sign the record drawings and shall submit same to the City's Inspector for checking and approval prior to the Notice of Completion is filed.

Completion Date: The project is considered complete and the counting of days for time of completion ends when the City's Project Manager confirms in writing that the Contractor has completed the Work in accordance with the Contract, including completion of all physical work and punch list items, and cleanup work including removal of construction materials/equipment/signage, and does not including warranties or maintenance. Any documentation required in the Contract and by Law does not necessarily need to be furnished by the Contractor by completion date but must be received prior to final payment.

Final Acceptance Date: The date on which the City Council accepts the Work as complete.

The guarantees and agreements set forth hereof shall be secured by a surety bond. Said bond the Contractor may, at his option, provide for the faithful performance bond furnished under the contract to remain in force and effect for said amount until the expiration of said one year period.

Such repair and replacement shall be made promptly upon receipt of written notice from the Engineer. If the Contractor fails to make such repair and replacement promptly, the Engineer may cause the work to be done and the costs incurred thereby shall become the liability of the Contractor and his or her Surety.

If in the opinion of the Engineer, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operations of the City, the City will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Engineer's request for correction within a reasonable time as determined by the Engineer, the City may, notwithstanding the Provisions of this article, proceed to make such correction or provide such attention, and the costs of such correction or attention shall be charged against the Contractor.

This article does not in any way limit the warranty on any items for which a longer warranty is specified or on any items for which a manufacturer gives a guarantee for a longer period, nor does it limit other remedies of the City in respect to latent defect, fraud implied warranties, or assigned claims.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL Add the following:

No materials, supplies or equipment for the work under this Contract shall be purchased subject to any security agreement or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies and equipment installed and incorporated in the work, and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by Contractor, to the Owner free from any claims, liens, encumbrances or charges, and further agrees that neither Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection of any right under any law permitting such persons to look to funds due the Contractor in the hands of the Owner.

The provisions of this Section shall be inserted in all subcontracts and material contracts, and notices of its provisions shall be given to all persons furnishing materials for the work when no formal contracts are entered into for such materials.

4-2 PROTECTION Add the following:

Until acceptance of the Work, the Contractor shall have the charge and care of the Work and Materials to be used therein and shall bear the risk of injury, loss, or damage, to any part thereof (regardless of whether partial payments have been made on such damaged portions of the Work) by the action of the elements or from any other cause, whether or not arising from the non-execution of the Work. The Contractor shall rebuild, repair and restore and make good all injuries, losses, or damages to any portions of the Work or materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries, losses or damages as are directly and proximately caused by the acts of the Owner.

4-4 TESTING Add the following:

Unless otherwise called for hereinafter in these Special Provisions, all testing during construction will be performed by the City in such number and at such locations as deemed necessary by the Engineer to insure compliance with the Plans and Specifications; the cost of all initial testing will be borne by the City; the cost of all retesting will be borne by the Contractor, and the amount due the City for said retesting will be deducted from the Contractor's progress payments.

4-6 TRADE NAMES Add the following:

Wherever catalog numbers and specific brands or trade names not preceded by designation "similar and equal" nor followed by the designation "or equal" are used in conjunction with a designated material, product thing, installation, or service mentioned in these Specifications, to ensure compatibility with existing facilities, no substitutions will be favorably reviewed.

Within ten (10) working days from the date of bid opening, the Contractor shall, at his expense, submit a written request to the Engineer for each desired substitution, accompanied by complete descriptive information from the manufacturer, samples as requested by the Engineer, complete detailed test results from a licensed independent testing laboratory of the City's choice if requested by the Engineer, and if requested by the Engineer, an evaluation report from a qualified licensed professional engineer, all for final evaluation by the Engineer. If in the Engineer's opinion, the requested substitution is of lesser quality or in variance with that specified, or if the information submitted is insufficient or incomplete, the requested substitution will be disallowed and the specified materials or equipment shall be furnished. Except as hereafter provided, no request for substitutions submitted, after the 10-working -day deadline specified will be considered.

If alternative named or substitutions are proposed by the Contractor and favorably reviewed by the City, the Contractor is responsible for providing at no additional cost to the Owner, any engineering designs, any electrical, mechanical, structural, or other related changes or testing that may be required to accommodate or provide the particular material or equipment the Contractor desires to use. Any deviation from the Specifications or the Drawings resulting from the type of material or equipment to be used shall not be the basis for any "extra charges" above and in excess of the original bid price of the work.

In addition the Contractor is responsible for all additional costs to the Owner, and its agents and representatives, for evaluation of data submitted by the Contractor for alternative named or substitutions and any redesign necessary. The Owner shall deduct said costs from the Contract monies due the Contractor.

In the event that a substitute is favorably reviewed, fifty percent (50%) of all savings shall be credited to the Owner.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-1 LAWS AND REGULATIONS

The Contractor shall keep fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed

in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all his or her agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the Owner, and all its officers and employees connected with the work, and including but not limited to the Public Works Director/City Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor or Contractor's employees.

If any discrepancy or inconsistency is discovered in the Plans, Drawings, Specifications, or Contract for the work in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same to the Engineer in writing.

5-7 SAFETY

5-7.2 Safety Orders, Add the following:

Safety Orders and Safety Control

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), the California Occupational Safety and Health Act, and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirements shall be followed.

No provision of the Contract Documents shall act to make the Owner, the Engineer or any other party than the Contractor responsible for safety. The Engineer shall not have authority for safety on the project. The Contractor shall indemnify, defend and hold harmless the Owner, Engineer, or other authorized representatives of the Owner, from and against any and all actions, damages, fines, suits and losses arising from the Contractor's failure to meet all safety requirements and/or provide a safe work site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the Site, giving full details and statements of witnesses. The Contractor shall make all reports as are, or may be, required by authority having jurisdiction, and permit all safety inspections of the work being performed under this Contract.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

Safety Program

The Contractor shall establish, implement, and maintain a written injury prevention program as required by Labor Code Section 6401.7. Before beginning the Work the Contractor shall prepare and submit to the Engineer a Contractor Safety Program that provides for the implementation of all the Contractor's safety responsibilities in connection with the Work at the site and the coordination of that program and its associated procedures and precautions with the safety programs, precautions and procedures of each of its subcontractors and other prime Contractors performing work at the site. The Contractor shall be solely responsible for initiating, maintaining, monitoring, coordinating, and supervising all safety programs, precautions and procedures in connection with the Work and for coordinating its programs, precautions and procedures of the subcontractors and

other prime contractors performing Work at the site. The Safety Program should contain all the necessary elements for the Contractor to administer its program on site.

The Contractor's compliance with requirements for safety and/or the Engineer's review of the Contractor's Safety Program shall not relieve or decrease the liability of the Contractor for safety. The Engineer's review of the Contractor's Safety Program is only to determine if the above listed elements are included in the program.

Safety Supervisor

The Contractor shall appoint an employee as safety supervisor who is qualified and authorized to supervise and enforce compliance with the Safety Program. The Contractor shall notify the Engineer in writing prior to the commencement of work of the name of the person who will act as the Contractor's safety supervisor and furnish the safety supervisor's resume to the Engineer.

The Contractor, will, through and with his Safety Supervisor, ensure that all of its employees and its subcontractors of any tier, fully comply with the Project Safety Policies. The Safety Supervisor shall be a full time employee of the Contractor whose responsibility shall be for supervising compliance with applicable safety requirements on the work site and for developing and implementing safety training classes for all job personnel. The Owner shall have the authority to request removal of the Contractor's Safety Supervisor if that representative is judged to be improperly or inadequately performing the duties; however, this authority shall not in any way affect the Contractor's sole responsibility for performing this work safely, nor shall it impose any obligation upon the Owner to ensure the Contractor perform its work safely.

Safety and Protection

The Contractor shall take all necessary protection to prevent damage, injury and loss to:

All employees on the Project, employees of all subcontractors, and other persons and organizations who may be affected thereby;

All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation and replacement of their property. All injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the Owner has issued a notice of final completion to the Contractor.

Safety Emergencies

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Engineer prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract have been caused thereby.

Safety Violations

Should the Contractor fail to correct an unsafe condition, the Engineer shall immediately notify the Owner of the Contractor's failure to correct the unsafe condition. The Owner shall then notify the Contractor through the Engineer that the unsafe condition must be corrected or the work in question will be stopped until the condition is corrected to the satisfaction of the Owner. No extension of time or additional compensation will be granted as a result of any stop order so issued.

The Owner shall have the authority to require the removal from the project of the foreman and/or superintendent in responsible charge of the work where safety violations occur.

Equipment Safety Provisions

The completed Work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items, required by the State and Federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the Work, including Owner-selected equipment subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. All equipment furnished shall be grounded and provided guards and protection as required by safety codes, and where vapor-tight or explosion-proof electrical installation is required by safety codes, this shall be provided. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. The Contractor shall notify all equipment suppliers and subcontractors of the provisions of this paragraph.

On-Site Copies Required

The Contractor shall have at the work site copies or suitable extracts of: Construction Safety Orders, and General Industrial Safety Orders issued by the State Division of Industrial Safety.

Compliance Required

Contractor shall comply with provision of these and all other applicable laws, ordinances, and regulations, including but not limited to the Occupational Safety and Health Act of 1970 and current amendments, if any, to which particular attention is directed.

Clearance from Power Lines

To help prevent injuries and electrical service interruptions, Contractors are reminded CAL/OSHA requires tools, machinery equipment, apparatus, materials, or supplies must be kept at least 10 feet from voltage lines energized at 50,000 volts or less and even greater distances for lines in excess of 50,000 volts. In addition, the Penal Code of the State of California, Section 385, makes it a misdemeanor to violate certain clearances from high voltage lines.

Prior to starting work in which the aforementioned clearances will be impaired, it will be necessary to contact the Southern California Edison (SCE) Company Business Office nearest the proposed work location and request assistance. SCE will take appropriate action to assist in maintaining required clearances. Such action will be at Contractor's expense. Sufficient lead time to permit planning and scheduling of any necessary work will be required.

Special Hazardous Substance and Process

Contractor acknowledges that Contractor is aware of and in compliance with the provisions of the Hazard Communication Standards (California Administrative Code, Title 8, Section 4194). Contractor shall, at the request of the Owner, demonstrate that Contractor is in complete compliance with the Hazard Communication Standards.

In addition, Contractor shall, at the request of the Public Works Director/City Engineer, provide to the Owner a Material Safety Data Sheet for any product handled or used by the Contractor on Owner property or in an area where an Owner's employee is working.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK Add the following:

The Contractor must provide to the Engineer's Representative within five (5) days after receiving the "Notice to Proceed", a Critical Path Method (CPM) construction schedule in the format of a Gantt Chart and revised schedules thereafter as required by the Engineer when the Contractor's activities differ or are expected to differ from the latest existing schedule.

In addition, if requested by the Engineer, the Contractor shall submit a detailed "two-week look-ahead" schedule bi-weekly, including a brief narrative report, showing the activities or portions of activities completed and look ahead during the reporting period. The report shall state the percentage of the work completed and scheduled, the remaining duration, and the progress along the critical path in terms of days ahead or behind the allowable dates as of the report date. Any changes made by the Contractor to the schedule shall be listed.

If, in the opinion of the Construction Manager, the project is behind schedule, the Contractor shall also submit a narrative report with each updated analysis which shall include but not be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

If requested by the Contractor, Notice To Procure Equipment and Material may be issued prior to the Notice to Proceed with construction.

6-3 TIME OF COMPLETION**6-3.1 general** add the following:

The following days have been designated as holidays by the City of Culver City:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving	4th Thursday in November
Day after Thanksgiving	
Christmas Day	December 25

In addition, Culver City observes a "Holiday Slowdown" during which no work may take place within the public right-of-way. On arterial streets and commercial streets, Holiday slowdown will be observed during the Thanksgiving week, the Christmas week, and the New Year's week; On all other streets, Holiday slowdown will be observed during the Thanksgiving days(including the days before and after), the Christmas days(including the days before and after), and the New Year's Days(and the days before). During the slowdown, the Contractor shall maintain job site and public safety and schedule to perform work outside the public right-of-way. No time extension will be granted due to the failure of the Contractor to schedule the work appropriately.

Add the following subsection:

6-3.3 Work Hours

The Contractor's working hours shall be limited to the hours between 8:00 A.M. and 5:00 P.M. Monday through Friday, excluding recognized holidays. Workdays are defined in Section 6-7.2 of the Standard Specifications and as modified above.

Work hours other than normal work hours will not be allowed without prior consent of the City Engineer.

For work performed at night, the Contractor shall provide adequate lighting for proper prosecution of the work for the safety of the workers and the public, and for proper inspection.

Work in Caltrans Right of Way may have more restricted working/lane closure hours. The contractor shall adhere to all Caltrans encroachment permit requirements.

6-4 DELAYS AND EXTENSION OF TIME Add the following:

The Contractor shall retain the right to fully complete (include final completion, punch list and project close out) the Work in less days than established by the contract agreement. However, neither shall a reduction or increase to the Contract Sum be made, if the Work is so fully completed in less days than established by the contract agreement nor shall a Claim be made or granted for Compensable Delay, or any other increase in Contract Sum, if, for any reason, including but not limited to delay caused by owner, the Contractor does not so fully complete the Work in less days than established herein.

When the Contractor foresees a delay in the prosecution of the Work and, in any event, immediately upon the occurrence of a delay, the Contractor shall notify the Public Works Director/City Engineer in writing of the probability of the occurrence and the estimated extent of the delay, and its cause. The Contractor shall take immediate steps to prevent, if possible, the occurrence or continuance of the delay. The Contractor agrees that no claim shall be made for delays which are not called to the attention of the Public Works Director/City Engineer at the time of their occurrence.

Non-excusable delays in the prosecution of the Work shall include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.

Only the physical shortage of material, caused by unusual circumstances, will be considered under these provisions as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Public Works Director/City Engineer that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities. A time extension for shortage of material will not be considered for material ordered or delivered late or whose availability is affected by virtue of the mishandling of procurement. The above provisions apply equally to equipment to be installed in the work.

6-6 SUSPENSION OF WORK Add the following:

If the Contractor fails to correct defective or unauthorized work as required by the Contract Documents or fails to carry out the Work in accordance with the Contract Documents or any other applicable rules and regulations, the Owner, by a written order of the Owner's representative or signed personally by an agent specifically so empowered by the Owner, in writing, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. All delays in the Work occasioned by such stoppage shall not relieve the Contractor of any duty to perform the Work or serve to extend the time for its completion. Any and all necessary corrective work done in order to comply with the Contract Documents shall be performed at no cost to the Owner.

In the event that a suspension of Work is ordered, as provided in this paragraph, the Contractor, at its expense, shall perform all work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public, pedestrian, and vehicular traffic, during the period of such use by suspension. Should the Contractor fail to perform the Work as specified, the Owner may perform such work and the cost thereof may be deducted from monies due the Contractor under the Contract.

The Owner shall also have authority to suspend the Work wholly or in part, for such period as the Owner may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the Work. Such temporary suspension of the Work will be considered justification for time extensions to the Contract in an amount equal to the period of such suspension if such suspended work includes the current critical activity on the latest favorably reviewed progress schedule.

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT Add the following:

The Contract may be canceled by the Owner without liability for damage when, in the Owner's opinion, the Contractor is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the work without the Owner's consent. In the event of such cancellation, the Contractor will be paid the actual amount due based on the quantity of work satisfactorily completed at the time of cancellation, less damages caused to the Owner by acts of the Contractor causing the cancellation. The Contractor, in having tendered a bid, shall be deemed to have waived any and all claims for damages because of cancellation of the Contract for any such reason. If the Owner declares the Contract canceled, for any of the above reasons, written notice to that effect shall be served upon the Surety. The Surety shall, within five (5) working days, assume control and perform the work as successor to the Contractor.

If the Contractor fails to begin delivery of material and equipment, to commence work within the time specified, to maintain the rate of delivery of material, to execute the work in the manner and at such locations as specified, or fails to maintain a work program which will ensure the Owner's interest or, if the Contractor is not carrying out the intent of the Contract, the Public Works Director/City Engineer's written notice may be served upon Contractor, and the Surety on Contractor's faithful performance bond, demanding satisfactory compliance with the Contract.

If the Contractor or Contractor's Surety does not comply with such notice within five (5) working days after receiving it, or after starting to comply fails to continue, the Owner may exclude the Contractor from the premises and take possession of all material and equipment, and complete the work by Owner forces or by letting the unfinished work to another contractor, or by a combination of such methods. In any event, the cost of completing the work will be charged against the Contractor and Contractor's Surety, and may be deducted from any money due or becoming due from the Owner. If the sums under the Contract are insufficient for completion, the Contractor or Surety shall pay to the Owner within five (5) working days after the completion, all costs in excess of the Contract price.

If the Surety assumes any part of the work, Surety shall take the Contractor's place in all respects for that part, and shall be paid by the Owner for all work performed by Surety in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of Contractor's default shall be payable to the Surety as the work progresses subject to the terms of the Contract.

The provisions of this Section shall be in addition to all other rights and remedies available to the Owner under law.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE Add the following:

The Owner may terminate the Contract at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the Owner is prevented from proceeding with the Contract by law, or by official action of a public authority. The Contractor will be compensated for works satisfactorily completed up to the date of termination of the contract by the Owner.

If all or any part of the work shall be damaged or destroyed by war, or acts of foreign aggression, fire, storm, lighting, flood, earthquake, settlement of defective soil, expansion or contraction, cracking or deflection, tidal wave, water, oil (surface or subsurface), mob violence or other casualty

before the final completion of the work, the Contractor, upon notice from the Owner, shall resume construction and proceed in accordance with the Plans and Specifications. Provided that such damage or destruction was not caused by any condition related to Contractor's non-conformance with the provisions of these contract documents, the Owner will bear the total cost of removing and/or replacing all damaged and/or destroyed work. However, if the Owner exercises its option to abandon the project because of damage or destruction to the work by any of the above-mentioned causes, Owner may terminate this Contract upon three days' notice to the Contractor. Within 30 days after the date of such termination, the Contractor shall be paid all actual costs of the work to the date of termination for which it had not been previously paid.

If the owner abandons the project, the owner shall have the right, at any time, to terminate this Contract by notice to the Contractor, in which event, the owner shall pay the contractor pro rata for all work actually provided up to the date of such notice, for which it had not been previously paid, and the Owner shall have no further liability or obligations under this contract.

6-9 LIQUIDATED DAMAGES. Delete the entire subsection and substitute the following:

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the Work, as adjusted in accordance with 6-6, the Contractor shall pay to the Agency, or have withheld from moneys due it, the sum of **\$500**. Execution of the contract under these Specifications shall constitute agreement by the Agency and Contractor that **\$500** per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

In addition to the liquidated damages specified, if the Contractor fails to complete the work within the time specified for completion, plus any authorized time extensions, the Agency shall have the right to charge to the Contract all or any part, as it may deem proper, of the actual costs of inspection, supervision and other overhead expenses that are directly chargeable to the project and that accrue after the expiration of such specified time for completion plus authorized extensions. This charge will be addition to the payment of liquidated damages.

6-11 LEGAL ACTIONS AGAINST THE CITY Add the following subsection:

In the event litigation is brought against the City concerning compliance by the City with State or Federal laws, rules or regulations applicable to highway work, the provisions of this section shall apply.

a. If, pursuant to court order, the City prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specification unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.

b. If, pursuant to court order (other than an order to show cause) the City is prohibited from requiring the Contractor to perform all or any portion of the work, the City may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

c. If the final judgment in the action prohibits the City from requiring the Contractor to perform all or any portion of the work, the City will either eliminate the enjoined work pursuant to Sections 3 of the Standard Specifications or terminate the Contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

d. Termination of the Contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

- (1) The Engineer will issue the Contractor a written notice specifying that the Contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Engineer, the Contractor shall:
 - a. Stop all work under the contract, except that specifically directed to be completed prior to acceptance.
 - b. Perform work the Engineer deems necessary to secure the project for termination.
 - c. Remove equipment and plan from the site of the work.
 - d. Take such action as is necessary to protect materials from damage.
 - e. Notify all Subcontractors and suppliers that the contract is being terminated and that their contracts of orders are not to be further performed unless otherwise authorized in writing by the Engineer.
 - f. Provide the Engineer with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the Engineer may request.
 - g. Dispose of materials not yet used in the work as directed by Engineer. It shall be the Contractor's responsibility to provide the City with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.
 - h. Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the City all the right title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.
 - i. Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.
 - j. Take such other actions as the Engineer may direct.
- (2) Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:
 - A. The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the City for use in the work and unused, shall terminate when the Engineer certifies that such materials have been stored in the manner and at the locations he has directed.
 - B. The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of the materials has been taken by the City.
 - C. When the Engineer determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, he will recommend that the Engineer formally accept the Contract, and immediately upon and after such acceptance by the Engineer, the Contractor will not be required to perform any further work thereon and shall be relieved of his contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the project by the Engineer.
- (3) The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:

- a. The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization and work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.

When in the opinion of the Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the Plans and Specifications and the excessive actual cost shall be disallowed.

- b. A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that he would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.
- c. The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the City or otherwise disposed of as directed by the Engineer.
- d. A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.

All records of the Contractor and his Subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the City at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.

After acceptance of the work by the Engineer, the Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his opinion the amount thus paid, together with all amounts previously paid allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

The provisions of this section shall be included in all subcontracts.

SECTION 7 -- MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.1 General. Add the following:

Payment for cost of work to comply with the General Provisions of the Standard Specification for Public Works Construction and as modified by this Contract shall be included in the various bid items, and no additional payment will be made.

Bid prices provided on the appropriate Bid Form will remain in force as Unit Prices under the Contract Documents until the Contract has been fully performed. No cost escalation is allowed due to material price increase for the term of the project.

When an item of work is not listed in the "bid schedule" in the bid proposal, the cost of such work shall be considered to be included in the cost of the other Work that is listed. The Contractor is to provide all labor, material, and equipment necessary to complete the Project in accordance with the plans and specifications including, but not limited to the following:

- a. All "Special Provisions" work required to complete the Project in a safe and orderly manner including, but without being limited to, safety measures, hoists, flagmen, clean-up, barricades, fences, temporary utilities, utility fees and charges, parking for the Contractor's and Subcontractor's personnel, and temporary facilities as may apply to this Work;
- b. All insurance in accordance with the insurance requirements of the Contract;
- c. Maintain and update current record drawings on-site. Upon project completion provide the Owner a legible set of record drawings, operation and maintenance manuals, warranties, and guarantees;
- d. All permits required;
- e. Construction schedule indicating material lead times, shop drawings, order dates, start and end dates, milestone dates. The schedule shall be updated monthly;
- f. Monthly project status report; Attend weekly project meetings;
- g. All engineering, testing and inspection costs for defective work, and work performed outside of the work hours set forth in Section 6-7 of the Special Provisions;
- h. Repair or replace all existing improvements (public or private) damaged by the Contractor. The Contractor is responsible to provide evidence of pre-existing conditions;
- i. All scheduling of utility connections turn on/off including but not limited to electrical services (for street lighting, traffic signals, and irrigation controllers) and water meters.
- j. All construction survey/staking necessary to set grade for all improvements. The survey provider shall be appropriately licensed by the State of California and is subject to approval by the Owner;
- k. Watchman or security service, as necessary;
- l. Perimeter fencing of work zones and staging area as necessary for public safety and protection of equipment and materials;
- m. Dust control, street cleaning, and protection and/or replacement of existing surfaces or properties;
- n. Submittal Log of all submittals required to the Owner including but not limited to SWPPP, material, products, concrete testing data, batch plant testing data, shop drawings and traffic control and phasing plans. Said log shall be updated for each weekly project meeting.

All costs for the preceding shall be included in the other items for which bids are entered.

The City may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expense, losses or damages, as determined by the Engineer, incurred by the City, for which the Contractor is liable under the Contract.

Other Withholds

In addition to the amount which the Owner may otherwise retain under the Contract, the Owner may withhold a sufficient amount or amounts of any payment or payments otherwise due the Contractor, as in its judgment may be necessary to cover:

- a. Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.
- b. Defective work not remedied.
- c. Failure of the Contractor to make proper payments to its subcontractors or suppliers.
- d. A reasonable doubt that the Contract can be completed for the balance remaining.
- e. Damage to another Contractor or third party, or to private or City property.
- f. Failure of the Contractor to keep its work progressing in accordance with its progress schedule or maintaining current Record Drawings.
- g. The Owner's costs for the Contractor's failure to complete work within the allowed time.
- h. Cost of insurance arranged by the Owner due to cancellation or reduction of the Contractor's insurance.
- i. Failure of the Contractor to make proper submissions, as herein specified.
- j. Failure to submit, revise, resubmit, or otherwise conform to the requirements herein for preparing and maintaining a construction schedule.
- k. Payments due the Owner from the Contractor.
- l. Provisions of law that enable or require the Owner to withhold such payments in whole or in part.

The Owner in its discretion may apply any withheld amount or amounts to the payment of valid claims. In so doing, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the Contract by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The Owner will render to the Contractor a proper accounting of such funds disbursed in behalf of the Contractor.

Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the Owner to ensure the performance of the Contract, the Contractor, may, at its option, choose to substitute securities meeting the requirements of said Public Contract Code Section 22300. There would be an associated administrative charge of \$75 per each Contractor's Progress Invoice.

7-3.2 Partial and Final Pay Quantities. Add the following:

When the estimated quantities for a specific portion of the work are designated as a final payment quantities, said estimated quantities shall be the final quantities for which payment for such specific portion of the work will be made unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If such dimensions are revised and such revisions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the changes in the dimensions. The estimated quantities for such specified portion of the work shall be considered as approximate only, and no guarantee is made that the quantities which can be determined by computations made based on the details and

dimensions shown on the plans will equal the estimated quantities. No allowance will be made in the event that the quantities based on computations do not equal the estimated quantities.

7-3.3 Delivered Materials Add the following:

Unless included in the Bid Schedule, or unless otherwise called for in Technical Provisions, no payment will be made for materials or equipment delivered but not yet incorporated in the work.

7-4 PAYMENT OF EXTRA WORK

7-4.1 General Add the following:

The Contractor shall not perform any extra work prior to written authorization from the Engineer.

7-4.3 Markup Delete the entire paragraph and substitute the following:

Work by Contractor When extra work is to be paid for on a force account basis, the labor, materials, equipment rental and other items of expenditures, the percentage of markup applied to the Contractor's direct cost for all overhead and profit shall be as follows:

(1)	Labor.....	12
(2)	Materials.....	12
(3)	Equipment Rental.....	12
(4)	Other Items and Expenditure.....	12

Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established above in this section shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

To the sum of the costs and markups provided for in this section, 1% shall be added as compensation for bonding.

7-4.4 Daily Reports By Contractor Add the following:

Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the daily extra work reports, or if not available, they shall be submitted with subsequent daily extra work reports. When these daily extra work reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the work performed.

SECTION 8 -- FACILITIES FOR AGENCY PERSONNEL

Facilities for Agency Personnel is not required on this project unless specified otherwise in the Technical Provisions.

PART 4**EXISTING IMPROVEMENTS****SECTION 400 PROTECTION AND RESTORATION****400-1 General** Add the following subsection:

The Contractor shall examine all adjoining premises (including for the purposes hereof, streets and sidewalks) and buildings, and ascertain, before beginning work, the depth of cellars, materials and construction of buildings and all existing conditions of such premises and the buildings thereon, and shall be governed thereby for the necessary, thorough, safe and satisfactory execution of all work called for herein, whether indicated on Plans and/or specified, or not, and all work and protective measures necessary to keep and leave the said premises and buildings in the same condition as they were before commencing work shall be done without any addition to the Contract Price. Wherever any parts of the existing adjoining buildings interfere with or are interfered with by the work to be performed hereunder, the Contractor shall make whatever changes necessary thereby, whether shown on the Plans, called for in the Specifications, or not shown or not called for. The Contractor, before commencing work on the premises, shall, if he sees fit, make a written report of the conditions as found at that time, noting particularly any defects in evidence, taking photographs of the exteriors, and, if necessary, photographs of interiors, and shall deliver to the Owner a copy of the written report of the examination and copies of photographs with the date of taking thereon. The Contractor shall invite the Owner and the owners of the respective properties and buildings to join with them in the examination of the premises and buildings. The Owner may, at its option, be present during the examination. If the Contractor fails to make the examination and report as herein specified, it will be deemed that the adjoining buildings and premises are in good condition, and all claims for damages, repairs and replacements must be treated by the Contractor on the basis that the buildings and premises were in good condition before work began.

The Contractor shall shore up, brace, underpin, secure, and protect all foundations, improvements, and other parts of existing structures adjacent to the work site, which may in any way be affected by excavation or other operations in connection with the work to be performed under this contract. The Contractor shall be responsible for giving all required notices to any joining property owner or other party before commencement of work.

SECTION 402 – UTILITIES**402-1 LOCATION****402-1.1 General** Add the following:

Prior to performing any excavation, the Contractor shall determine, by potholing, the location and depth of all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations. The Contractor shall pothole all utility crossings on public streets. The Contractor shall verify depth of all service utility crossings under sidewalk. Contractor shall locate all existing utilities, including storm and sewer main and laterals, within the project vicinity and shall exercise due care to ensure that existing utility facilities are not damaged during his operations. The existence of sewer mains or storm drains is evidenced by the manhole structures and catch basins. When in doubt, the Contractor shall contact the utility operator concerned before proceeding further.

Pipelines, conduits and other facilities may be buried within the limits of the work or adjacent thereto and may or may not be shown or indicated on the Plans. The Public Works Director/City Engineer possesses records of certain utility facilities located within the public right-of-way. These records are available for inspection by the Contractor at the Engineer's Office. In making these records available, the Owner does not warrant or guarantee the accuracy or completeness of the information contained therein and does not represent that the facilities shown on said records

actually exist at the locations shown or elsewhere or that the Contractor may not encounter facilities not identified in said records. The sewer service laterals are owned by the property owners and will not be marked by the City. Sewer system atlas sheet is available upon request for contractor's reference. However, the City shall not guarantee the accuracy of the information. It shall be the Contractor's responsibility to locate and pothole all laterals. The Contractor at its expense shall repair sewer laterals that are damaged as the result of contractor's activities.

At signalized intersections with Red Light Enforcement Camera Systems, the Contractor shall coordinate with the Red Light Enforcement Camera manufacture and/or maintenance company to identify the substructure (e.g. conduit runs) and for notification of work prior to construction.

The Contractor shall immediately notify the Engineer of any potential conflict with the proposed improvements. The cost of repair to any utility damaged by the contractor due to failure to determine location and depth as required herein shall be borne by the Contractor. Full compensation for determining location and depth of utilities shall be considered as included in the prices bid for other items of work, and no additional compensation will be allowed.

402-2 PROTECTION Add the following:

The contractor shall protect in place all existing sewer, storm drain, and other utility manhole lids and covers, water meter boxes and covers, gas meter boxes and covers, valve covers, etc. to grade unless specifically designated for adjustment by others on the Plans. Payment for adjustment of said items to grade shall be considered as part of related bid items for which payment is made and no separate payment will be made therefore.

PART 6**TEMPORARY TRAFFIC CONTROL****SECTION 600 ACCESS****600-1 General** Add the following:

Traffic and access, including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures, shall be in accordance with Subsection 7-10, of the latest edition of the Standard Specifications for Public Works Construction, including all its subsequent amendments; the latest edition of the Work Area Traffic Control Handbook ("WATCH") as published by the Building News, Inc., 990 Park Center Drive, Suite E, Vista, California 92081, and the following Special Provisions. In the event of conflict, the Special Provisions shall take precedence over the Work Area Traffic Control Handbook ("WATCH") and the Standard Specifications, and the Work Area Traffic Control Handbook ("WATCH") shall take precedence over the Standard Specifications.

The Contractor is solely responsible for the traffic control safety of pedestrians and vehicles on the public right-of-way within the Contractor's work area. The Contractor shall hold harmless and indemnify the Owner, and each of its officers and employees, for any and all damages to persons and property due to the Contractor's failure to maintain adequate traffic control and safety. It is the affirmative duty of the Contractor to maintain all of his traffic control devices on the project at all times, including night and/or weekends.

The Contractor shall notify by printed notice, the occupants of all properties within the construction zone of any access, parking and circulation restrictions and limitations that will be created by the construction at least 7 calendar days in advance of the commencement of construction. This notice shall be prepared by the City of Culver City, but be distributed by the Contractor.

No closure of any street shall be allowed unless prior written permission is obtained from the City Engineer. If permission to close a street is granted, then the Contractor is required to notify in writing at least five (5) working days in advance of street closures, all emergency services, and school bus services shall be notified by the contractor in writing of the locations, time, and date of the closures. In case of schedule changes, the emergency services, etc., shall be notified by telephone at least two (2) days in advance of the street closure.

Business Access

Pedestrian and vehicular access shall be maintained to businesses fronting the Work except when construction of areas immediately fronting a business entrance precludes such access. Contractor shall notify affected business three (3) business days in advance of construction.

Contractor shall make provisions for deliveries to business including temporary loading zones

Convenient and safe pedestrian access to occupied residential and business property shall be maintained at all times. Access to mailboxes must be maintained at all times such that the postal delivery service is not interrupted. Trash pick-up service shall not be interrupted. Access to vacant and unused property may be restricted when approved by the Engineer. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the City's Engineer.

Temporary No Parking

The Contractor shall notify in writing residents of property adjoining the location of the work at least forty-eight (48) hours before the start of construction on that street. The Contractor is responsible for posting "temporary no-parking" signs at least forty-eight (48) hours before using the parking lane for construction purposes. The Contractor shall be responsible for furnishing, posting, and removing temporary "No Parking" and "No Driving" signs (as

applicable) along project streets. Signs shall be posted on each side of the street with a maximum of 200 feet between signs. When necessary, the Contractor shall furnish posts. Pursuant to City requirements, "Temporary No Parking" signs must be posted and verified by the Culver City Police Department 48 hours prior to beginning of construction.

The Contractor shall coordinate with postal authorities for the temporary relocation of mailboxes. Contractor shall provide signage directing pedestrian and vehicular traffic to temporary mailbox locations.

In the case of work requiring excavation of the roadway which may interfere with the use by residents or businesses of their driveways, suitable provisions shall be made by the Contractor at such time as the exigencies of construction may demand a temporary blocking of said driveways. Efforts shall be made by the Contractor to minimize the duration of said blocking and to notify the residents of this need well in advance. Further, the Contractor shall provide access to each residential or commercial establishment each evening. Any trench or excavation in the street or alley which remains open after work hours shall be covered by steel plates.

SECTION 601 TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-1 General

601-2 Traffic Control Plans (TCP) Add the following:

On all Arterial streets or other streets as required in the Technical Provisions, The Contractor shall submit detailed Traffic Control Plans (TCP) on 24" x 36" sheet which shall clearly show and describe all proposed lights, warning signs, barricades, delineators, temporary lane markings, temporary traffic signals or signs, and any and all other facilities proposed to be installed. TCP shall be prepared by a Registered Civil or Traffic Engineer and shall show all lane closures, restrictions, tapers, and other disruptions of normal traffic flow, including pedestrian and vehicular detours. A schedule shall be included. TCP shall be submitted to the Engineer for approval no later than two (2) weeks after the award of contract. It shall be the Contractor's responsibility to immediately revise the TCP at the direction of the Engineer, and the Contractor hereby agrees that such Plan shall be strictly adhered to, and the Contractor hereby understands and agrees that its failure to provide any facility or device as shown on the TCP, or its deviation from said Plan, shall constitute a breach of contract. Traffic control set up in the field shall be inspected and approved by the City Engineer's Representative prior to commencement of any construction activity.

SECTION F

SECTION F
TECHNICAL SPECIFICATIONS

NOT FOR BIDDING

BID ITEM No 1. MOBILIZATION/TRAFFIC CONTROL

The bid item covers the mobilization and traffic control associated with curb ramps construction on Overland Ave. The scope of the work shall include the obtaining of all bonds, insurance; moving onto the site of all project work areas and equipment; and the furnishing of other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include but not be limited to the following principal items:

1. Notification to businesses and residences.
Contractor will be required to print and distribute a 7-day advance notice to each business that may be impacted by the construction. Submit the notices to the City for approval.
2. The movement of personnel, equipment, supplies and incidentals to the project site.
3. Furnishing, installing, and maintaining all storage yards or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work.
Construction yard: As required by Section 7-8.4 of the Special Provisions, the contractor is responsible for locating the construction yard for its construction operation. The contractor shall provide lease agreement and insurance prior to use any rented lot.
4. Confined space entry to excavations
5. Have the Contractor's superintendent at the job site full time.
6. Submittal of required construction schedule as specified.
7. All submittals as required in the specifications.
8. In addition, Mobilization shall include all items required to conform to project site management efforts, including Best Management Practices (BMPs). BMP's shall include all labor, work and materials necessary to plan and implement BMPs into the project. BMPs shall include methods and materials to provide safety and protection throughout construction. Designated plans may be required to be submitted to and approved by the Engineer prior to beginning construction.

Mobilization includes all work necessary to mobilize and demobilize forces, equipment, transportation, and materials; obtain bonding, insurance, permits, licenses; one project sign, and other work as necessary to prepare for constructing the work.

All submittals shall be submitted no later than two weeks after the contract award.

TRAFFIC CONTROL

Traffic Control shall conform to the provisions of Sections 7-8 and 7-10 of the Standard Specifications and Special Provisions of this specification, and the contractor shall at its cost prepare and obtain approved traffic control plans, and the implementation thereof.

The CONTRACTOR shall submit a engineered traffic control plan for review and approval for the work to be performed on all arterial streets (including Overland Ave).

A minimum of two changeable message signs (CMS) are required in advance and during construction for Overland Ave. The CONTRACTOR shall install the CMS at least 7 days prior to start of construction and can be removed after curb ramps are poured. The message for the CMS shall be pre-determined by the City project manager.

The CONTRACTOR shall provide all traffic controls necessary to provide for the safe and expeditious movement of traffic, motorized and non-motorized (including pedestrian traffic), through the construction zones, as well as those necessary to provide for the safety of the work force performing the construction.

The CONTRACTOR shall provide adequate pedestrian and vehicular traffic controls for the duration of the

work in accordance with the Contract Documents including Subsection 7-10 of the SSPWC, the Work Area Traffic Control Handbook (WATCH), Caltrans' Manual of Traffic Controls for Construction and Maintenance Work Zones (Chapter 5 of the Traffic Manual, hereafter "Manual of Traffic Controls"), and the City of Culver City.

The CONTRACTOR shall include any temporary pavement necessary for the safe and expeditious movement of traffic.

Unless otherwise approved by the City Engineer, **the Contractor shall maintain continuous access for residents and businesses within the project limits.** Any closure of access or drive approach shall be immediately restored when construction operation requiring the closure is completed. In addition, the Contractor shall comply with to the following:

- Where a resident or a business has a drive approach that is at least 22 feet wide, the construction in the area shall be done in halves in order to maintain continuous access.
- Where a resident or business has more than one two-way drive, continuous access to at least one two-way drive approach shall be maintain at all times.
- The Contractor shall construct temporary ramps at excavated areas and utilize other construction methods, such as temporary backfilling areas and laying temporary AC pavement, in order to maintain continuous access in the construction zone.
- For arterial streets, unless otherwise directed by the Engineer, one lane in each direction must be maintained at all times and where possible, a left-turn lane at intersection during construction.

LANE CLOSURE HOURS ALLOWED:

Normal working hours/lane closure hours are from 9:00 a.m. to 4 p.m.

SIGNS

All excavations required for the purpose of installing traffic control signs, including construction area signs, shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are not utility facilities in the area of the proposed holes. CONTRACTOR shall notify Underground Service Alert - Southern California (USA) at 800/422-4133 at least 2 working days, but no more than 14 calendar days, prior to commencing any excavation for said signposts.

All signage conflicting with required traffic control signage shall be removed or suitably covered. Said signs shall be replaced unless designated for removal or relocation on the Plan.

This item shall include the temporary relocation of existing signs as necessary. Additionally, signs shall be posted directing pedestrians to detour safely around construction work.

PAYMENT

Payment for **BID ITEM NO. 1 – MOBILIZATION/TRAFFIC CONTROL** shall be at the contract lump sum (LS) price and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work thereof including, but not limited to mobilization (including various subcontractors for multiple mobilizations as necessary), traffic control plans, traffic detour and traffic control. The maximum price for this bid item shall not exceed 5 percent of the total contract price of total base bid. Payment on this lump sum bid item shall be made with each progress payment in direct proportion to the amount of the total contract amount earned to date.

BID ITEM NO. 2 TO 15 – CONSTRUCT PCC CURB RAMPS PER DESIGN PLANS

The contractor shall construct new PCC curb ramps and restore existing sidewalk and parkway as shown per design plans. This contract bid item shall include installation of detectable warning surface (truncated domes), grooved border, curb and gutter, retaining curb, tree root trimming, irrigation system adjustment in the parkway, utility meter box grade adjustment and landings.

Existing curb drain shall be remove, replaced and connect to existing at back of sidewalk as part of curb ramp construction and per APWA Greenbook Standard Detail 150-3.

This contract bid item shall also include AC slot patch 12" wide with an AC thickness of 8-inches minimum and 1 inch greater than existing pavement thickness. AC mix for slot cut shall be "PG-C2-64-10".

Detectable warning surface (truncated domes) shall be TekWay Strong CO Industries (Strongco.com), Terracotta color or approved equal. Truncated domes shall be set in wet cement before it has hardened.

PCC shall be type 520-C-3250.

All PCC concrete flat work shall be constructed over 4-inch compacted crush miscellaneous base (CMB). The work shall include formwork, concrete material, curing, protection testing, adjustment to match existing improvements, striping restoration, red curb paint (up to 20 LF per ramp location) and all other work necessary to construct the PCC flat work, complete in place.

This contract bid item shall conform to the:

- 2018 Greenbook Standard Specifications for Public Work Construction requirements of Sections:
 - 200-2 - "Untreated Base Materials,"
 - 201-1 - "Portland Cement Concrete,"
 - 301-2 - "Untreated Base", and
 - 303-5 - "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways"
- 2012 Standard Plans for Public Works Construction - Standard Plan 111-5

The contractor shall construct new curb ramps per 2012 Standard Plans for Public Works Construction - Standard Plan 111-5, Case A, Type 3 and Type 4.

EXCAVATION/TREE ROOT TRIMMING

Any construction within the proximity of street trees will require the Contractor to coordinate with the City Arborist for recommendations related to the health and stability of any trees prior to commencing work.

All exposed roots will be evaluated by the City Arborist to determine if tree root trimming is feasible. The root removal areas (if any) are to have soil replaced with 4" crushed miscellaneous base. All base material shall be clean and compacted in place, at 95% compaction, satisfactory to the City Engineer or his designee. All debris shall be disposed of properly.

After completion of sidewalk work, all areas will be cleaned up; soil elevation adjacent to walks shall be flush with the (straight graded) sidewalk elevation.

SIDEWALK CONSTRUCTION

Bid item includes additional sidewalk construction as shown per design plans. The Sidewalk grade shall be flush with existing walk on either side of the areas to be removed and replaced. All sidewalks shall be constructed to drain so that no low spots are constructed where puddling or ponding might occur. Cross slopes shall match existing sidewalks that are to remain on either side of the reconstructed areas.

The sidewalks shall be constructed in accordance with Section 303 of the Standard Specifications, and as shown in APWA Standard Plans. Sidewalks shall be 4" thick over 4" crushed miscellaneous base (CMB). Construction of this item shall be coordinated with all other construction activities. For the existing structures to be removed, all edges shall be saw-cut. All fresh P.C.C. surfaces shall be protected from weather and from graffiti. Any damaged P.C.C. surfaces shall be repaired or at no additional cost to the City.

Concrete shall be Class 520-C-2500

To minimize inconvenience to traffic and the public in general, the Contractor shall schedule the concrete placement to be completed *no later than three (3) working days after the removal operations*. Safe and adequate pedestrian and vehicular movement at and around all construction sites shall be provided and maintained at all times. Approved barriers and signs (traffic flagging personnel, if necessary), shall be furnished and utilized by the Contractor. All work mentioned above shall be included in the unit price for this bid items.

PAYMENT

Payment for **BID ITEM NO. 2 TO 15 - CONSTRUCT PCC CURB RAMPS PER DESIGN PLANS**; shall be per lump sum (LS) and shall include mobilization. Unit cost includes traffic control, saw-cut and removal, subgrade preparation and compaction, crushed miscellaneous base (CMB), red curb paint, all PCC concrete work, truncated domes, 2' wide full depth AC slop paving around the curb ramp and restoration of all existing improvements and shall include all material, equipment, labor, and incidentals.

BID ITEM NO. 16 – TRAFFIC SIGNAL INTERSECTION MODIFICATION

Bid item includes the traffic signal intersection modification associated with the construction of PPC curb ramps on Overland Ave. The scope includes pedestrian push button relocation wiring, pedestrian push button pole foundation construction, streetlight/traffic signal conduit relocation/rerouting, traffic loop restoration and utility pull box removal/replacement as shown per design plans.

PULL BOXES

Pull boxes shall be No. 6, unless otherwise specified on the plan. Within the pull box, the conduit shall be placed in a manner that the lowest portion of the conduit opening shall be a minimum of 2" above the bottom of the pull box and the top portion of the opening shall not be less than 8" from the top of the pull box. The conduit shall also be placed in such a manner to allow the cable/wire to be pulled in a straight line and clear the side of the pull box by 2".

All No. 5 and No.6 pull boxes shall be reinforced concrete with etched polyethylene face, and a plastic rim with Fiberlyte or equivalent lid with non-locking cover and shall be Christy Products or approved equivalent. Extensions shall be used where required. All pull box covers shall be marked with the word "Traffic Signal". At locations where a new pull box is being installed, the Contractor shall replace the entire sidewalk panel from joint to joint at that location.

The Contractor shall remove conflicting markings and striping resulting from the installation of crosswalks, pavement markings and temporary curb extension. The Contractor shall remove markings and striping by

wet sandblasting or other approved method. Paving damaged due to the excessive removal of existing striping shall be repaired to the satisfaction of the City Engineer.

CONDUIT

Conduit materials shall conform to Section 86-2.05A, "Material", of the State Standard Specifications except as follows:

- Conduit shall be PVC Schedule 80 unless otherwise specified on the Plans.
- All conduits terminating in pull boxes and controller cabinets shall have bell or end bushing attached per NEC.
- After conductors have been installed, the ends of conduits terminating in pull boxes and controller cabinets shall be sealed with an approved type of sealing compound.

LOOP DETECTION

Traffic Loop contractor shall be pre-approved by the City's Street Maintenance Supervisor or designee prior to commencement of traffic loop installation. Traffic Signal Inspection of all work completed will be performed on a daily basis by the City of Culver City Public Works Inspectors.

All installations of Traffic Signal Loop Detectors shall conform to LADOT Standard Plan S-70.1A and S-70.1D.

Contractor to core drill a round traffic signal loop using a 6' diameter core bit with diamond impregnated segments. The slots shall be vertical and 0.5 inches wide maximum by 5.0 inches in depth with 3.0 inches of cover from loop wire to pavement surface. No other holes or means of anchoring a router or flat saw to perform the cut will be accepted.

All cuts shall be washed clean. Water and slurring shall be vacuumed, leaving a cleaned dry loop area. Loops shall be installed on the same day in which the loop slots are cut.

A prewound loop type 2 wire for round loops made of Detecta-Duct Traffic Signal Loop Wire shall be stacked in the cuts and secured from floating.

ATCS system loops shall have 5-turns if the distance from the loop stubout to the controller cabinet is over 300 feet.

The tails of the loop that run to the pull box shall be less than 50 feet.

All cuts to be sealed with a sealant in accordance with the State of California Specification No. 8040-01F-06 Crafc0 Brand or equal.

Advance loop and system loop detectors are to be individually landed by each lane from the curb stub-out pull box to the controller cabinet. Conductors for each inductive loop detector shall be continuous and unspliced from the pull box adjacent to the loop to the field terminals in the cabinets.

FOUNDATION

Foundations shall conform to Section 86-2.03, "Foundations", of the State Standard Specifications.

PAYMENT

Payment for **BID ITEM NO. 16 – TRAFFIC SIGNAL INTERSECTION MODIFICATION**; shall be per lump sum (LS) and shall include full compensation for all labor, materials, tools equipment, transportation and incidentals necessary to do all the work involved thereof, complete, in place, and accepted.

BID ITEM NO. 17 – SURVEY MONUMENT RESTORATION (DELETABLE ITEM)

CONTRACTOR shall restore all survey monument associated with the construction of Overland Ave curb ramps. The location of the survey monuments are shown on design plans. However the contractor shall also inspect for the presence of all survey monuments prior to construction and alert City Engineer of additional survey monuments. The contractor is responsible to tie and re-establish the monument and centerline line ties. Work shall be by a registered California Land Surveyor and includes filing with the LA County Recorder's Office.

PAYMENT

Payment for **BID ITEM NO. 17 – SURVEY MONUMENT RESTORATION (DELETABLE ITEM)**; shall be per lump sum (LS) and shall include full compensation for all labor, materials, tools equipment, transportation and incidentals necessary to do all the work involved thereof, complete, in place, and accepted.

BID ITEM No 18. MOBILIZATION/TRAFFIC CONTROL

The bid item covers the mobilization and traffic control associated with curb ramps construction on Centinela Ave and Jefferson Blvd. The scope of the work shall include the obtaining of all bonds, insurance; moving onto the site of all project work areas and equipment; and the furnishing of other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include but not be limited to the following principal items:

1. Notification to businesses and residences.
2. Contractor will be required to print and distribute a 7-day advance notice to each business that may be impacted by the construction. Submit the notices to the City for approval.
3. The movement of personnel, equipment, supplies and incidentals to the project site.
4. Furnishing, installing, and maintaining all storage yards or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. Construction yard: As required by Section 7-8.4 of the Special Provisions, the contractor is responsible for locating the construction yard for its construction operation. The contractor shall provide lease agreement and insurance prior to use any rented lot.
5. Confined space entry to excavations
6. Have the Contractor's superintendent at the job site full time.
7. Submittal of required construction schedule as specified.
8. All submittals as required in the specifications.
9. In addition, Mobilization shall include all items required to conform to project site management efforts, including Best Management Practices (BMPs). BMP's shall include all labor, work and materials necessary to plan and implement BMPs into the project. BMPs shall include methods and materials to provide safety and protection throughout construction. Designated plans may be required to be submitted to and approved by the Engineer prior to beginning construction.

Mobilization includes all work necessary to mobilize and demobilize forces, equipment, transportation, and materials; obtain bonding, insurance, permits, licenses; one project sign, and other work as necessary to prepare for constructing the work.

All submittals shall be submitted no later than two weeks after the contract award.

TRAFFIC CONTROL

Traffic Control shall conform to the provisions of Sections 7-8 and 7-10 of the Standard Specifications and Special Provisions of this specification, and the contractor shall at its cost prepare and obtain approved traffic control plans, and the implementation thereof.

The CONTRACTOR shall submit a engineered traffic control plan for review and approval for the work to be performed on all arterial streets (including Centinela Ave and Jefferson Blvd).

A minimum of two changeable message signs (CMS) are required in advance and during construction for Centinela Ave and Jefferson Blvd. The CONTRACTOR shall install the CMS at least 7 days prior to start of construction and can be removed after curb ramps are poured. The message for the CMS shall be pre-determined by the City project manager.

The CONTRACTOR shall provide all traffic controls necessary to provide for the safe and expeditious movement of traffic, motorized and non-motorized (including pedestrian traffic), through the construction zones, as well as those necessary to provide for the safety of the work force performing the construction.

The CONTRACTOR shall provide adequate pedestrian and vehicular traffic controls for the duration of the work in accordance with the Contract Documents including Subsection 7-10 of the SSPWC, the Work Area Traffic Control Handbook (WATCH), Caltrans' Manual of Traffic Controls for Construction and Maintenance Work Zones (Chapter 5 of the Traffic Manual, hereafter "Manual of Traffic Controls"), and the City of Culver City.

The CONTRACTOR shall include any temporary pavement necessary for the safe and expeditious movement of traffic.

Unless otherwise approved by the City Engineer, **the Contractor shall maintain continuous access for residents and businesses within the project limits.** Any closure of access or drive approach shall be immediately restored when construction operation requiring the closure is completed. In addition, the Contractor shall comply with to the following:

- Where a resident or a business has a drive approach that is at least 22 feet wide, the construction in the area shall be done in halves in order to maintain continuous access.
- Where a resident or business has more than one two-way drive, continuous access to at least one two-way drive approach shall be maintain at all times.
- The Contractor shall construct temporary ramps at excavated areas and utilize other construction methods, such as temporary backfilling areas and laying temporary AC pavement, in order to maintain continuous access in the construction zone.
- For arterial streets, unless otherwise directed by the Engineer, **one lane in each direction must be maintained at all times and where possible, a left-turn lane at intersection during construction.**

LANE CLOSURE HOURS ALLOWED:

Normal working hours/lane closure hours are from 9:00 a.m. to 4 p.m.

SIGNS

All excavations required for the purpose of installing traffic control signs, including construction area signs, shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are not utility facilities in the area of the proposed holes. CONTRACTOR shall notify Underground Service Alert - Southern California (USA) at 800/422-4133 at least 2 working days, but no more than 14 calendar days, prior to commencing any excavation for said signposts.

All signage conflicting with required traffic control signage shall be removed or suitably covered. Said signs shall be replaced unless designated for removal or relocation on the Plan.

This item shall include the temporary relocation of existing signs as necessary. Additionally, signs shall be posted directing pedestrians to detour safely around construction work.

PAYMENT

Payment for **BID ITEM NO. 18 – MOBILIZATION/TRAFFIC CONTROL** shall be at the contract lump sum (LS) price and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work thereof including, but not limited to mobilization (including various subcontractors for multiple mobilizations as necessary), traffic control plans, traffic detour and traffic control. The maximum price for this bid item shall not exceed 5 percent of the total contract price of total base bid. Payment on this lump sum bid item shall be made with each progress payment in direct proportion to the amount of the total contract amount earned to date.

BID ITEM NO. 19 TO 31 – CONSTRUCT PCC CURB RAMPS PER DESIGN PLANS

The contractor shall construct new PCC curb ramps and restore existing sidewalk and parkway as shown per design plans. This contract bid item shall include installation of detectable warning surface (truncated domes), grooved border, curb and gutter, retaining curb, tree root trimming, irrigation system adjustment in the parkway, utility meter box grade adjustment and landings.

Existing curb drain shall be remove, replaced and connect to existing at back of sidewalk as part of curb ramp construction and per APWA Greenbook Standard Detail 150-3.

This contract bid item shall also include AC slot patch 12" wide with an AC thickness of 8-inches minimum and 1 inch greater than existing pavement thickness. AC mix for slot cut shall be "PG-C2-64-10".

Detectable warning surface (truncated domes) shall be TekWay Strong CO Industries (Strongco.com), Terracotta color or approved equal. Truncated domes shall be set in wet cement before it has hardened.

PCC shall be type 520-C-3250.

All PCC concrete flat work shall be constructed over 4-inch compacted crush miscellaneous base (CMB). The work shall include formwork, concrete material, curing, protection testing, adjustment to match existing improvements, striping restoration, red curb paint (up to 20 LF per ramp location) and all other work necessary to construct the PCC flat work, complete in place.

This contract bid item shall conform to the:

- 2018 Greenbook Standard Specifications for Public Work Construction requirements of Sections:
 - 200-2 - "Untreated Base Materials,"
 - 201-1 - "Portland Cement Concrete,"
 - 301-2 - "Untreated Base", and
 - 303-5 - "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways"
- 2012 Standard Plans for Public Works Construction - Standard Plan 111-5

The contractor shall construct new curb ramps per 2012 Standard Plans for Public Works Construction - Standard Plan 111-5 as shown per design plans.

EXCAVATION/TREE ROOT TRIMMING

Any construction within the proximity of street trees will require the Contractor to coordinate with the City Arborist for recommendations related to the health and stability of any trees prior to commencing work.

All exposed roots will be evaluated by the City Arborist to determine if tree root trimming is feasible. The root removal areas (if any) are to have soil replaced with 4" crushed miscellaneous base. All base material shall be clean and compacted in place, at 95% compaction, satisfactory to the City Engineer or his designee. All debris shall be disposed of properly.

After completion of sidewalk work, all areas will be cleaned up; soil elevation adjacent to walks shall be flush with the (straight graded) sidewalk elevation.

SIDEWALK CONSTRUCTION

Bid item includes additional sidewalk construction as shown per design plans. The Sidewalk grade shall be flush with existing walk on either side of the areas to be removed and replaced. All sidewalks shall be constructed to drain so that no low spots are constructed where puddling or ponding might occur. Cross slopes shall match existing sidewalks that are to remain on either side of the reconstructed areas.

The sidewalks shall be constructed in accordance with Section 303 of the Standard Specifications, and as shown in APWA Standard Plans. Sidewalks shall be 4" thick over 4" crushed miscellaneous base (CMB). Construction of this item shall be coordinated with all other construction activities. For the existing structures to be removed, all edges shall be saw-cut. All fresh P.C.C. surfaces shall be protected from weather and from graffiti. Any damaged P.C.C. surfaces shall be repaired or at no additional cost to the City.

Concrete shall be Class 520-C-2500

To minimize inconvenience to traffic and the public in general, the Contractor shall schedule the concrete placement to be completed *no later than three (3) working days after the removal operations*. Safe and adequate pedestrian and vehicular movement at and around all construction sites shall be provided and maintained at all times. Approved barriers and signs (traffic flagging personnel, if necessary), shall be furnished and utilized by the Contractor. All work mentioned above shall be included in the unit price for this bid items.

PAYMENT

Payment for **BID ITEM NO. 19 TO 31 - CONSTRUCT PCC CURB RAMPS PER DESIGN PLANS**; shall be per lump sum (LS) and shall include mobilization. Unit cost includes traffic control, saw-cut and removal, subgrade preparation and compaction, crushed miscellaneous base (CMB), red curb paint, all PCC concrete work, truncated domes, 2' wide full depth AC slop paving around the curb ramp and restoration of all existing improvements and shall include all material, equipment, labor, and incidentals.

BID ITEM NO. 32 – FURNISH AND INSTALL DETECTABLE WARNING SURFACE

Bid item also includes the installation of truncated dome by Armor-Tile, Terracotta color or approved equal as shown on plans. Truncated dome shall be surface applied on existing PCC concrete ramp.

PAYMENT

Payment for **BID ITEM NO. 32 – FURNISH AND INSTALL DETECTABLE WARNING SURFACE** shall be per lump sum (LS) and shall include truncated dome with full compensation for all labor, materials, tools, construction staking, equipment, transportation, and incidentals necessary to do all the work thereof.

Payment on a lump sum bid item basis shall be made for this work and no additional compensation will be made.

BID ITEM NO. 33 – TRAFFIC SIGNAL INTERSECTION MODIFICATION

Bid item includes the traffic signal intersection modification associated with the construction of PPC curb ramps on Centinela Ave and Jefferson Blvd. The scope includes pedestrian push button relocation wiring, pedestrian push button pole foundation construction, streetlight/traffic signal conduit relocation/rerouting, traffic loop restoration and utility pull box removal/replacement as shown per design plans.

PULL BOXES

Pull boxes shall be No. 6, unless otherwise specified on the plan. Within the pull box, the conduit shall be placed in a manner that the lowest portion of the conduit opening shall be a minimum of 2" above the bottom of the pull box and the top portion of the opening shall not be less than 8" from the top of the pull box. The conduit shall also be placed in such a manner to allow the cable/wire to be pulled in a straight line and clear the side of the pull box by 2".

All No. 5 and No. 6 pull boxes shall be reinforced concrete with etched polyethylene face, and a plastic rim with Fiberlyte or equivalent lid with non-locking cover and shall be Christy Products or approved equivalent. Extensions shall be used where required. All pull box covers shall be marked with the word "Traffic Signal". At locations where a new pull box is being installed, the Contractor shall replace the entire sidewalk panel from joint to joint at that location.

The Contractor shall remove conflicting markings and striping resulting from the installation of crosswalks, pavement markings and temporary curb extension. The Contractor shall remove markings and striping by wet sandblasting or other approved method. Paving damaged due to the excessive removal of existing striping shall be repaired to the satisfaction of the City Engineer.

CONDUIT

Conduit materials shall conform to Section 86-2.05A, "Material", of the State Standard Specifications except as follows:

- Conduit shall be PVC Schedule 80 unless otherwise specified on the Plans.
- All conduits terminating in pull boxes and controller cabinets shall have bell or end bushing attached per NEC.
- After conductors have been installed, the ends of conduits terminating in pull boxes and controller cabinets shall be sealed with an approved type of sealing compound.

LOOP DETECTION

Traffic Loop contractor shall be pre-approved by the City's Street Maintenance Supervisor or designee prior to commencement of traffic loop installation. Traffic Signal Inspection of all work completed will be performed on a daily basis by the City of Culver City Public Works Inspectors.

All installations of Traffic Signal Loop Detectors shall conform to LADOT Standard Plan S-70.1A and S-70.1D.

Contractor to core drill a round traffic signal loop using a 6' diameter core bit with diamond impregnated segments. The slots shall be vertical and 0.5 inches wide maximum by 5.0 inches in depth with 3.0 inches of cover from loop wire to pavement surface. No other holes or means of anchoring a router or flat saw to perform the cut will be accepted.

All cuts shall be washed clean. Water and slurring shall be vacuumed, leaving a cleaned dry loop area. Loops shall be installed on the same day in which the loop slots are cut.

A prewound loop type 2 wire for round loops made of Detecta-Duct Traffic Signal Loop Wire shall be stacked in the cuts and secured from floating.

ATCS system loops shall have 5-turns if the distance from the loop stubout to the controller cabinet is over 300 feet.

The tails of the loop that run to the pull box shall be less than 50 feet.

All cuts to be sealed with a sealant in accordance with the State of California Specification No. 8040-01F-06 Crafcro Brand or equal.

Advance loop and system loop detectors are to be individually landed by each lane from the curb stub-out pull box to the controller cabinet. Conductors for each inductive loop detector shall be continuous and unspliced from the pull box adjacent to the loop to the field terminals in the cabinets.

FOUNDATION

Foundations shall conform to Section 86-2.03, "Foundations", of the State Standard Specifications.

PAYMENT

Payment for **BID ITEM NO. 33 – TRAFFIC SIGNAL INTERSECTION MODIFICATION**; shall be per lump sum (LS) and shall include full compensation for all labor, materials, tools equipment, transportation and incidentals necessary to do all the work involved thereof, complete, in place, and accepted.

BID ITEM NO. 34 – SURVEY MONUMENT RESTORATION (DELETABLE ITEM)

CONTRACTOR shall restore all survey monument associated with the construction of Centinela Ave and Sepulveda Blvd curb ramps. The location of the survey monuments are shown on design plans. However the contractor shall also inspect for the presence of all survey monuments prior to construction and alert City Engineer of additional survey monuments. The contractor is responsible to tie and re-establish the monument and centerline line ties. Work shall be by a registered California Land Surveyor and includes filing with the LA County Recorder's Office.

PAYMENT

Payment for **BID ITEM NO. 34 – SURVEY MONUMENT RESTORATION (DELETABLE ITEM)**; shall be per lump sum (LS) and shall include full compensation for all labor, materials, tools equipment, transportation and incidentals necessary to do all the work involved thereof, complete, in place, and accepted.

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-End of Section F-

SECTION G

FEDERAL PROVISIONS

NOT FOR BIDDING

Federal Labor Standards Provisions**U.S. Department of Housing
and Urban Development
Office of Labor Relations****Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(ii) (ii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

Previous editions are obsolete

Page 2 of 5

form HUD-4010 (06/2009)
ref. Handbook 1344.1

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**FEDERAL EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION
REQUIREMENTS**

1. **EQUAL OPPORTUNITY CLAUSE.** During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the contractor may be declared ineligible for further government

contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

- a. The Offeror's or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregated work force in each trade on all construction work in the covered area, are as follows:

<u>Timetables</u>	<u>Goals for Minority Participation for Each Trade</u>	<u>Goals for Female Participation in Each Trade</u>
	28.3%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmation action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the

goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

3. **STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS** (Executive Order 11246).

- a. As used in these specifications:
 - (1) Covered area means the geographical area described in the solicitation from which this contract resulted;
 - (2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - (3) Employer Identification Number (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.
 - (4) Minority includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central

- or South American or other Spanish culture or origin, regardless of race);
- (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 - c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 - d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs

office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.
- g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - (3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for

referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

- (4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3g (2) above.
- (6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

- (9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.
 - (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.
 - (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, Uniform Guidelines on Employee Selection Procedures.
 - (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - (14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1)

through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3g(1) though (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

- i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- j. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the

Director shall proceed in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).

- n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
 - o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
 - p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.
4. **SPECIFIC EEO REQUIREMENTS.** For a federally assisted construction contract in excess of \$10,000, the contractor/subcontractor shall:
- a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.
 - b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitutional Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of \$10,000, listing the name, address, and telephone number of the

subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting date and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

- c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.
 - d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.
 - e. For contracts in excess of \$10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.
 - f. Upon commencement of construction work and until the work is completed, forward the Monthly Employment Utilization Report (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the Contractor's List of Federal and Non-Federal Work in Bid Condition Area to the monthly report.
5. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
 7. **THE AGE DISCRIMINATION ACT OF 1975.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 8. **REHABILITATION ACT OF 1973.** No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.

**CONTRACTING WITH SMALL BUSINESS
MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE
AND LABOR SURPLUS AREA FIRMS**

1. It is national policy to award a fair share of contracts to Small Business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized, when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:
 - a. Including qualified Small Business and Minority Firms on solicitation lists.
 - b. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.
 - e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.
 - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.
2. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.
3. Grantees are encouraged to procure goods and services from Labor Surplus Areas.

APPRENTICESHIP PROGRAM

Attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices. A copy of the worker's apprentice status from the Federal Office of Apprenticeship (OA) must be attached to the first CPR where an apprentice is reported.

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with the respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed in the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CAR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulation and guidelines issued there under.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

Agreement by the contractor that he will include, or cause to be intended, the criteria requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions

5-YEAR RECORD RETENTION - LA COUNTY AUDITOR/CONTROLLER

The Contractor shall keep all records of funds received from City and make them accessible for audit or examination for a period of five (5) years after final payments are issued and other pending matters are closed. (Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook, Section 3.1).