

**CITY OF LA PUENTE
CALIFORNIA**

**CONTRACT DOCUMENTS,
SPECIFICATIONS**

**LA PUENTE CITY PARK ACTIVITY CENTER
AT
501 GLENDORA AVE.
IN THE CITY OF LA PUENTE**



**BID OPENING DATE
TUESDAY,
March 17, 2026
11:00 A.M.**

Prepared by:

WETBERG + WHITE, INC.
1775 HANCOCK ST. SUITE 120
SAN DIEGO, CALIFORNIA 92110
(619) 542-1188

Approved by:

Abraham Tellez, Director of Development Services

Date

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CALIFORNIA

CONTRACT DOCUMENTS,
SPECIFICATIONS
FOR

LA PUENTE CITY PARK ACTIVITY CENTER
IN THE CITY OF LA PUENTE

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NOTICE INVITING SEALED BIDS

FOR BID NO. 26-593

LA PUENTE CITY PARK ACTIVITY CENTER

IN THE CITY OF LA PUENTE

PROJECTED VALUE: \$4,000,000

CONTRACT TIME: 192 WORKING DAYS

Public notice is hereby given that the City of La Puente, as AGENCY, invites sealed bids for the above-stated project and will receive such bids in the office of the City Clerk public counter in the City Hall, 15900 East Main Street, La Puente, California 91744, up to the hour of **11:00 am on Tuesday, March 17, 2026**, at which time they will be publicly opened. This Project is state funded through the California Department of Parks and Recreation and federally funded through the U.S. Department of Housing and Urban Development (HUD) Community Project Funding (CPF) program and is subject to all applicable federal requirements, including 2 CFR Part 200 and Section 3 (24 CFR Part 75).

Electronic copies of the Plans, Specifications and Contract Documents are available at no cost. To receive the electronic files, send an e-mail request to Ms. Norma Ramirez at nramirez@lapuente.org during normal working hours.

Prospective Bidders must attend a Mandatory Pre-Bid Conference and Job Walk currently scheduled to take place on March 5, 2026, at 11:00 a.m. There is a fifteen (15) minute grace period. Anyone arriving after 11:15 a.m. will not be allowed to participate in this bid process. All prospective Bidders should report to project site for the La Puente Activity Center located at 501 N. Glendora Ave., La Puente, CA 91744. Failure to attend the entire Mandatory Pre-Bid Conference and Job Walk will disqualify an Bidder from its Bid Being opened and considered.

Any contract entered into pursuant to this Notice will incorporate the provisions of the State Labor Code. Pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California, the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute the contract shall be those determined by the Director of Industrial Relations of the State of California, which are on file at the City Hall, City of La Puente and are available to any interested party on request.

Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any such subcontractor under him. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap will also be required.

Attention is further directed to the following Federal provisions concerning Section 3, Prevailing Wage Requirements, Apprenticeship Program, Conflict of Interest, Build

America, Buy America (BABA) Act:

Section 3 Requirements: This is a HUD Section 3 contract, and all bidders/proposers must commit to achieving established requirements, including benchmarks for Section 3 workers and Targeted Section 3 workers. Detailed reporting of hours worked and documentation of efforts to achieve the benchmarks will be required.

Prevailing Wage Requirements: This is a federally assisted construction contract. Federal labor standards provisions outlined in the HUD-4010 form, including the prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA), will be enforced. The applicable Federal wage decision is the one in effect ten (10) days prior to bid opening; it is included in these specifications and is available online at <https://sam.gov/content/wage-determinations>. In the event of a conflict between the Federal and State wage rates, the higher of the two will prevail. The State wage rates are available online at <http://www.dir.ca.gov/DLSR/PWD/index.htm>. Lower State wage rates for work classifications not specifically included in the Federal wage decision are not acceptable.

Apprenticeship Program: Attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8 of the California Administrative Code, Section 200, et seq., to ensure compliance and complete understanding of the law regarding apprentices.

Conflict of Interest: In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict-of-interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611 shall apply. No employee, officer, or agent of the sub-recipient shall participate in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

Build America, Buy America (BABA) Act: BABA, 41 USC 8301, provides, in general, that iron and steel, construction materials, and manufactured products used in federally funded infrastructure projects be produced in the United States. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The AGENCY will deduct a 5-percent retention from all progress payments as specified in Section 7-3.2 of these Specifications. The Contractor may substitute an escrow holder surety of equal value to the retention. The Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, religion, or handicap in any consideration leading to the award of contract.

In entering into a public works contract or a subcontract to supply goods, services, or

materials pursuant to a public works contract, the Contractor, or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all cases of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 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 purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor without further acknowledgment by the parties.

Bids must be prepared on the approved proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside.

The bid must be accompanied by a certified or cashier's check or by bidder's bond issued an "admitted surety insurer," made payable to the AGENCY for an amount not less than 10 percent of the amount bid.

The successful bidder shall be licensed in accordance with provisions of the Business and Professions Code and shall possess a State Contractor's License, Class "B" (General Building Contractor) at the time this contract is awarded. The successful Contractor and his subcontractors will be required to possess business licenses from the AGENCY.

Effective January 1, 2015, in order to be awarded and to perform work on public works projects, prime contractors and subcontractors must possess and maintain registration with the Department of Industrial Relations (DIR) at <https://efiling.dir.ca.gov/PWCR>. This is a separate requirement from the Contractors State License Board (CSLB) licensing requirement. See the Special Provisions for additional details.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of 60 days.

BY ORDER OF the City of La Puente, California.

INSTRUCTIONS TO BIDDERS
FOR
LA PUENTE CITY PARK ACTIVITY CENTER
IN THE CITY OF LA PUENTE

MANDATORY PRE-BID CONFERENCE/JOB WALK

Each prospective Bidder is responsible for fully acquainting themselves with the conditions of the Project Site, as well as those conditions that relate to the construction of and labor for the Project. To this end, a Mandatory Pre-Bid Conference and Job Walk will be held on the date and time and place as indicated in the Notice Inviting Sealed Bids provided above. There will be a fifteen (15) minute “grace period” from the stated start time to sign in.

Bidders will be required to sign-in at the Mandatory Pre-Bid Conference. Any Bid submitted by a Bidder whose name does not appear on the sign-in sheet, shall be considered Non-Responsive.

PROPOSAL FORMS

Bids shall be submitted in writing on the proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will not consider any proposal not meeting these requirements.

DOCUMENTS THAT MUST BE SUBMITTED WITH YOUR BID
1. BID SCHEDULE
2. BIDDERS LIST OF SUBCONTRACTORS
3. DECLARATION OF INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS
4. REFERENCES
5. NONCOLLUSION DECLARATION
6. BIDDER'S INFORMATION
7. PROPOSAL GUARANTEE BID BOND
8. FAITHFUL PERFORMANCE BOND
9. MATERIAL AND LABOR BOND

PROPOSAL GUARANTEE

Proposals must be accompanied by a proposal guarantee consisting of a certified or cashier's check or a bid bond by an “admitted surety insurer” payable to the AGENCY in an amount not less than 10 percent of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the Contract Documents or furnish the required insurance policies and bonds as set forth in these documents, the proposal guarantee shall be forfeited to the AGENCY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside, **“SEALED BID FOR LA PUENTE CITY PARK ACTIVITY CENTER 2026-2027 - DO NOT OPEN WITH REGULAR MAIL.”** Proposals may be mailed or delivered by messenger. However, it is the bidder’s responsibility alone to ensure delivery of the proposal to the hands of the AGENCY’s designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered.

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the AGENCY’s designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal providing there is time to do so.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal form shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

TAXES

No mention shall be made in the proposal of sales tax, use tax, or any other tax as all amounts bid will be deemed and held to include any such taxes which may be applicable.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor. The successful bidder shall be licensed in accordance with the provisions of the Business and Professions Code and shall possess a State Contractor License Class “B” (General Building Contractor) at the time this contract is awarded.

DISCREPANCIES AND MISUNDERSTANDINGS

Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents and by any other means as they may believe necessary as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack

of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the AGENCY and clarified prior to the submission of proposals.

EQUIVALENT MATERIALS

Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the AGENCY prior to the opening of bids. Requests for consideration of equivalents must be submitted in writing, allowing sufficient time for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the AGENCY.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated and referred to in the Plans, Specifications, and other contract documents and to full compliance therewith.

Additionally, any bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et seq., of the labor code for each craft, classification, or type of workman required as set forth by the Director of Industrial Relations of the State of California.

This Project is federally funded through the U.S. Department of Housing and Urban Development (HUD) Community Project Funding (CPF) program and is subject to all applicable federal requirements, including 2 CFR Part 200 and Section 3 (24 CFR Part 75).

AWARD OF CONTRACT

The Award of Contract, if made, will be to the lowest responsible bidder as determined solely by the AGENCY. Additionally, the AGENCY reserves the right to reject any or all proposals, to waive any irregularity and to take the bids under advisement for a period of 60 days, all as may be required to provide for the best interests of the AGENCY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated. All bids will be compared with the Projected Value.

BID PROTEST PROCEDURES
FOR
LA PUENTE CITY PARK ACTIVITY CENTER
IN THE CITY OF LA PUENTE

1. Filing Bid Protest.

All bid protests must be submitted in writing and addressed to the Office of the City Clerk, 15900 E. Main Street, La Puente, CA 91744. Protests must be received by the City Clerk before 4:00 p.m. no later than two working days following the bid opening date (the "Bid Protest Deadline"). Any bid protest that is received by the City Clerk after the time period specified herein, or that is not accompanied by the bid protest fee, is untimely and invalid, and shall not be considered. A "working day" shall mean a day the City is open for normal business, excluding weekends and holidays observed by the City.

These bid protest procedures apply only to contracts for public projects that are required to be competitively bid and awarded pursuant to the provisions of the La Puente Municipal Code.

2. Standing to Protest.

Only Bidders who have submitted a Bid Proposal may submit a bid protest. Subcontractors and others with a secondary interest are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. An individual or entity may not submit more than one bid protest for a notice inviting bids or request for proposals.

3. Protest Fees.

At the time a bid protest is filed, the protesting bidder shall deposit with the City Clerk a non-refundable bid protest fee in an amount established by Resolution of the City Council. The bid protest fee is based upon the City's reasonable costs to administer the bid protest.

4. Content of Bid Protest.

The bid protest must contain a complete statement of the basis for the protest and include all facts and supporting documentation. The protesting bidder may not amend its protest or add new grounds for protest after submittal. Bid protests must identify the notice inviting bids or request for proposals being protested by name and number. The protest must refer to the specific portion or portions of the bid documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder and must be signed by the person submitting the protest.

5. Copy to Protested Bidder.

A complete copy of the bid protest and all supporting documents shall be provided by the protesting party to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest. The bid protest copy shall be provided at the same date and time as is required for filing the bid protest.

6. Response to Protest.

The protested bidder may submit a written response to the protest. The response must be submitted in writing and addressed to the Office of the City Clerk, 15900 E. Main Street, La Puente, CA 91744. The response must be received by the City Clerk before 4:00 p.m. no later than two working days following the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all facts and supporting documentation. The protested bidder may not amend its response or submit additional material after the Response Deadline. The response must include the name, address, email address, and telephone number of the person representing the protested bidder.

7. Copy to Protesting Bidder.

A complete copy of the response and all supporting documents must be concurrently transmitted by the protested bidder, by or before the Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

8. Bid Protest Evaluation and Determination.

Evaluation of bid protests will be made by the City Engineer or his/her designee, which decision shall be final.

9. Exclusive Remedy.

The procedures and timeframes set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

10. Right to Award.

The City reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

PROPOSAL
FOR
LA PUENTE CITY PARK ACTIVITY CENTER
IN THE CITY OF LA PUENTE

TO THE CITY OF LA PUENTE, as AGENCY:

In accordance with AGENCY's Notice Inviting Sealed Bids, the undersigned Bidder hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above-stated project as set forth in the Plans, Specifications, and Contract Documents therefor and to perform all work in the manner and time prescribed therein.

Bidder declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, Bidder agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following bid schedule. Bidder understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal.

Bidder understands that a bid is required for the entire work, that the estimated quantities set forth in the bid schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts and words shall govern over figures.

If awarded the contract, the undersigned further agrees that in the event of Bidder's default in executing the required contract and filing the necessary bonds and insurance certificates within 10-working days after the date of the AGENCY's notice of award of contract to Bidder, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY's option, be considered null and void.

BID SCHEDULE
FOR
LA PUENTE CITY PARK ACTIVITY CENTER
IN THE CITY OF LA PUENTE

BID SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	GENERAL REQUIREMENTS	LS	1	\$	\$
2.	EXISTING CONDITIONS	LS	1	\$	\$
3.	EARTHWORK	LS	1	\$	\$
4.	CONCRETE	LS	1	\$	\$
5.	METALS	LS	1	\$	\$
6.	WOOD, PLASTICS AND COMPOSITES	LS	1	\$	\$
7.	OPENINGS	LS	1	\$	\$
8.	FINISHES	LS	1	\$	\$
9.	SPECIALITIES	LS	1	\$	\$
10.	EQUIPMENT	LS	1	\$	\$
11.	FURNISHINGS	LS	1	\$	\$
12.	FIRE SUPPRESSION	LS	1	\$	\$
13.	PLUMBING	LS	1	\$	\$
14.	HVAC	LS	1	\$	\$
15.	ELECTRICAL	LS	1	\$	\$

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
16.	COMMUNICATION	LS	1	\$	\$
17.	EXTERIOR IMPROVEMENTS	LS	1	\$	\$
18.	UTILITIES	LS	1	\$	\$
				\$	\$
TOTAL BID IN FIGURE					\$
TOTAL BID IN WORDS _____					

Notes:

1. The AGENCY will award the Contract based on the bid of the lowest responsible bidder. The lowest bid will be the lowest total of the bid prices on the Bid Schedule per PCC section 20103.8(b). The AGENCY will have the right to accept or reject the lowest bidder's alternates or additives in any order or combination at the time of contract award, unless otherwise specifically provided in these Specifications.
2. All amounts and totals given in the Bid Schedule will be subject to verification by the Contractor. In case of variation between the unit cost and amount shown by bidder, the unit cost will be considered to be their bid.
3. The bid prices must reflect the conditions required by all sections of the project specifications, must include all State, Federal, and other taxes applicable to the project, and must be a firm offer for a period of 60 days after the date of bid opening.
4. Acknowledge receipt of all Addenda. The cover sheet of each addendum issued is signed by the Contractor and attached herewith.
5. The undersigned, under penalty of perjury, acknowledges that they are authorized by the bidding Contractor to submit a bid for said Contractor.

It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown.

Exhibit 12-B: Bidder's List of Subcontractors

As of March 1, 2015, Contractors (and subcontractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations and Section 4104 of the California Public Contract Code, as amended, the following information is required for each subcontractor that will perform work amounting to more than one-half of one percent (0.5%) of the Total Base Bid or \$10,000, whichever is greater. **Photocopy this form for additional firms.**

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	% of Bid Item Subcontracted	Contractor License Number and DIR Reg. Number		Annual Gross Receipts
Name:						<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
City, State:						
Name:						<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
City, State:						
Name:						<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
City, State:						
Name:						<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
City, State:						
Name:						<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
City, State:						
Name:						<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
City, State:						

**DECLARATION OF INTENT TO COMPLY
WITH SECTION 3 REQUIREMENTS**
****Return this form with the bid proposal****

As a minimum requirement for consideration of contract award, bidders/proposers shall declare their intent to comply with Section 3 (24 CFR 75) of the Housing and Urban Development Act of 1968, as amended. The bidder/proposer is obliged, to the greatest extent feasible, to give opportunities for training and employment to low-income and very low-income persons residing in the service area or neighborhood in which the covered Section 3 project/service is located, and/or to award subcontracts to other Section 3 business concerns that provide economic opportunities for Section 3 workers and Targeted Section 3 workers.

The undersigned bidder/proposer agrees that, as a condition of responsiveness to the solicitation and prior to recommendation for contract award, they will agree to comply with the Section 3 requirements by including the Section 3 contract language in the contract, by meeting the Section 3 benchmarks to the greatest extent feasible, and by reporting all accomplishments and providing all required documentation on a quarterly basis for the duration of the contract.

The Section 3 benchmarks apply to all Section 3 covered contracts as follows:

- Section 3 workers: 25% or more of the total number of labor hours worked by all workers employed on a Section 3 project; and
- Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project (included as part of the 25% Section 3 worker benchmark above)

Failure to agree to comply with the Section 3 requirements and reporting obligations shall be grounds for determining the bidder/proposer non-responsive, and no further consideration for contract award shall be granted.

I declare under penalty of perjury under the laws of the State of California that we agree to comply with the Section 3 requirements as stated above.

Name of Contractor/Subcontractor

Address

Print Name

Title

Signature

Date

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which Bidder has performed similar work within the past 2 years:

1. _____
Name and address of owner

Name and telephone number of person familiar with project

Contract amount Type of work Date completed
2. _____
Name and address of owner

Name and telephone number of person familiar with project

Contract amount Type of work Date completed
3. _____
Name and address of owner

Name and telephone number of person familiar with project

Contract amount Type of work Date completed

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom Bidder intends to procure insurance and bonds:

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Bidder certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, State, or federal equal employment opportunity orders have been satisfactorily filed and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

Bidder certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, that such affirmative actions have been fully documented, that said documentation is open to inspection and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, Bidder certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NONCOLLUSION AFFIDAVIT

Bidder declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

California Public Contract Code requires every bid on every public works contract of a public entity shall include a declaration under penalty of perjury under the laws of the State of California, in the following form

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].

Bidder Name

Signature

Printed Name and Title

BIDDER'S INFORMATION

Bidder certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Contact: _____ Telephone _____

Email Address _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

Department of Industrial Relations Registration No. _____

Registration Date _____ Expiration Date _____

The following are the name, titles, addresses, and telephone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal, or any firm, corporation, partnership or joint venturer of which any principal having an interest in this proposal was an owner, corporate officer, partner, or joint venturer are as follows:

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows:

IN WITNESS WHEREOF, Bidder executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this ____ day of _____, 20____.

Bidder

The undersigned declares under penalty of perjury under the laws of the State of California that the representatives made hereto are true and correct.

Contractor's Signature

Printed Name

Note: All signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

IN THE CITY OF LA PUENTE

CITY OF LA PUENTE
CONTRACT AGREEMENT
FOR
LA PUENTE CITY PARK ACTIVITY CENTER
IN THE CITY OF LA PUENTE

This contract agreement is made and entered into for the above-stated project this ____ day of _____, 20____, by and between the City of La Puente, as AGENCY and _____, as Contractor.

WITNESSETH that AGENCY and Contractor have mutually agreed as follows:

ARTICLE I

The Contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with this contract agreement and all required bonds, insurance certificates, permits, notices, and affidavits and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, Contractor agrees to furnish all materials and perform all work required for the above-stated project and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

Contractor agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents and also including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work and also including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the

prosecution of the work, suspension, or discontinuance of the work and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ and does hereby employ, Contractor to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the contract documents.

ARTICLE V

Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California.

ARTICLE VI

Contractor agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action including related expenses, attorney's fees, and costs based on, arising out of, or in any way related to the work undertaken by Contractor hereunder. In the event the insurance coverage is on a claims made basis the Contractor shall indemnify and hold harmless the AGENCY and all of its officers and agents from any and all claims, demands, or causes of action that arise after the expiration of the Contractor's current policy or after the service contract has ended, for any occurrences arising out of or any way related to the work undertaken by the Contractor. The liability insurance coverage values shall be:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$1,000,000
Product/Completion Operations	\$1,000,000
Contractual General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000

A combined single-limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the required minimum limits. The issuer shall be an "admitted surety insurer" duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California with a rating of A:VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval in writing from the AGENCY.

Insurance shall name the City of La Puente, its officers, agents, and employees as additional insured by endorsement of the Contractor's policy. A copy of the endorsement, showing policy limits, shall be provided to the AGENCY on or before signing this contract.

ARTICLE VII

Contractor affirms that the signatures, titles, and seals set forth hereinafter the execution of this contract agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest herein.

ARTICLE VIII

The Contractor acknowledges and agrees that this Agreement is funded in whole or in part with federal financial assistance from the U.S. Department of Housing and Urban Development ("HUD"). The Contractor shall comply with all applicable federal laws, regulations, executive orders, and implementing requirements, including but not limited to: 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); Section 3 of the Housing and Urban Development Act of 1968 and its implementing regulations at 24 CFR Part 75; HUD audit and access to records requirements (including access by HUD, HUD Office of Inspector General, U.S. Comptroller General, and the City); the Build America, Buy America Act (Build America, Buy America requirements); federal anti-lobbying provisions (Byrd Amendment, 31 U.S.C. § 1352); suspension and debarment requirements (2 CFR Part 180 and 2 CFR Part 2424); and the Trafficking in Persons prohibition (2 CFR Part 175). The Contractor shall include this clause in all subcontracts and lower-tier contracts, and shall be responsible for ensuring compliance by its subcontractors.

ARTICLE IX

Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the AGENCY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the AGENCY or any authorized representative and will be retained for 5 years after the expiration of this Contract unless permission to destroy them is granted by the AGENCY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this contract agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20____.

Contractor: _____
(Signature)

Name and Title (Printed) _____

Contractor's License No. _____

Agency Business License No. _____

Federal Tax Identification No. _____

Note: Contractor signature must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

AGENCY: _____
Mayor of the City of La Puente

Attested: _____
City Clerk of the City of La Puente

Date _____

Approved
as to form: _____
City Attorney of the City of La Puente

Date _____

FAITHFUL PERFORMANCE BOND
FOR

LA PUENTE CITY PARK ACTIVITY CENTER

IN THE CITY OF LA PUENTE

KNOW ALL MEN BY THESE PRESENTS that _____ as
CONTRACTOR and _____,
a corporation organized and existing under the laws of the State of _____,
and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the
City of La Puente, as AGENCY, in the penal sum of _____
Dollars (\$ _____), which is 100 percent of the total contract amount for the above-stated project, for the payment of
which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter
into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR faithfully performs and fulfills
all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void,
otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for
completion made pursuant to the terms of the Contract Documents shall not in any way release either CONTRACTOR or SURETY,
and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an
original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party being
hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

Note: This bond must be executed in duplicate and dated, all signatures must be acknowledged before a Notary Public,
and evidence of the authority of any person signing as attorney-in-fact must be attached.

MATERIAL AND LABOR BOND
FOR

LA PUENTE CITY PARK ACTIVITY CENTER

IN THE CITY OF LA PUENTE

KNOW ALL MEN BY THESE PRESENTS that _____, as CONTRACTOR, and
_____, a corporation organized and existing under the laws of the State
of _____, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and
firmly bound unto the City of La Puente, as AGENCY, in the penal sum of _____ Dollars
(\$ _____), which is 100 percent of the total contract amount for the above-stated project, for payment of which sum,
CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter
into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR or any subcontractor fails to
pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit
amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount
not exceeding the sum set forth above, which amount shall inure to the benefit of all persons entitled to file claims under the State
Code of Civil Procedures; provided that any alterations in the work to be done, materials to be furnished, or time for completion
made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice
of said alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an
original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party being
hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____

(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____

(Signature)

Type Name and Title: _____

Note: This bond must be executed in duplicate and dated, all signatures must be acknowledged before a Notary Public,
and evidence of the authority of any person signing as attorney-in-fact must be attached.

GENERAL SPECIFICATIONS
FOR
LA PUENTE CITY PARK ACTIVITY CENTER
IN THE CITY OF LA PUENTE

SCOPE OF WORK

The Scope of Work is the development of the approximately 4,077 SF Activity Center at La Puente City Park furnishing all materials, equipment, tools, labor and incidentals, including all other items not mentioned, but indicated, and as required by the Plans, Specifications, Codes and Contract Documents for the construction of a complete and fully functional Activity Center Building at La Puente City Park. The interior improvements consist of the main Activity Center, Office, Restrooms, Storage and Support Spaces.

LOCATION OF WORK

The general locations and limits of the work are as follows:

- La Puente City Park, 501 Glendora Avenue, La Puente, CA 91744 (See Construction Plans)

TIME FOR COMPLETION

The Contractor shall complete all work in every detail within **one-hundred and ninety-two (192) working days** including procurement of materials, after the date in the Notice to Proceed.

NOTIFICATION

The Contractor shall notify Westberg + White and the owners of all utilities and substructures not less than 48 hours prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

WESTBERG + WHITE

Attention: Frisco White (619) 542-1188

CITY OF LA PUENTE - OFFICE OF CITY ENGINEER

Attention: Mr. Chris Cimino (626) 855-1540
Mr. Rey Alfonso (626) 855-1540

SOUTHERN CALIFORNIA EDISON

Attention: Mr. Joe Zavala (909) 591-3761

Dispatch	(800) 611-1911
SAN GABRIEL VALLEY WATER COMPANY	
Attention: Mr. Eric Piring	(626) 448-6183, Ext. 252
Dispatch	(626) 448-6183
COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY	
Attention: Mr. Tommy Sung	(562) 699-7411
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS CONSTRUCTION DIVISION	
Attention: Mr. Daryll Chenoweth	(626) 458-3109
THE GAS COMPANY	
Attention: Mr. Richard Clendineng	(714) 634-3262
Dispatch	(800) 603-7060
LA PUENTE VALLEY COUNTY WATER DISTRICT	
Attention: Mr. Greg Galindo	(626) 330-2126
FRONTIER (FORMALLY VERIZON)	
Attention: Ms. Nancy La Salle	(626) 813-4503
Dispatch	(800) 837-4966
CLEAR CHANNEL OUTDOOR	
Attention: Mr. Kevin Kocic	(213) 305-0045
SPECTRUM	
Attention: RNOC	(888) 766-2521
CHARTER COMMUNICATIONS	
Attention: Mr. David Scharrer	(626) 639-1622
SUBURBAN WATER SYSTEMS	
Attention: Mr. Pat Pooler	(626) 543-2647
Dispatch	(626) 543-2661
UNDERGROUND SERVICE ALERT	(800) 422-4133

EMERGENCY INFORMATION

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

STANDARD SPECIFICATIONS

The Standard Specifications of the AGENCY are contained in the 2018 Edition of the Standard Specifications for Public Works Construction, including all supplements, and current supplements as written and promulgated by the Joint Cooperative Committee of

the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California and all amendments thereto. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, California 92081, telephone (760) 734-1113.

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

ENVIRONMENTAL PROVISIONS

The Contractor shall, as appropriate, comply with all provisions of Public Contracts Code Section 7104 (SB1470). The requirements of this code are summarized as follows:

In the event Contractor is required to dig any trench or excavation that extends deeper than 4 feet below the surface in order to perform the work authorized under this contract, Contractor agrees to promptly notify AGENCY in writing and before further disturbing the site if any of the conditions set forth below are discovered:

1. Materials that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this Contract.
 - a. AGENCY agrees to promptly investigate the conditions, and if AGENCY finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in this Contract.
 - b. That, in the event a dispute arises between AGENCY and Contractor as to whether the conditions materially increase in Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for in this Contract but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by this Contract or

by law, which pertain to the resolution of disputes and protests between contracting parties.

GENERAL PROVISIONS

SECTION 1 – GENERAL

1-1 TERMS AND DEFINITIONS

Agency: City of La Puente

Board: City Council of the City of La Puente

County: County of Los Angeles

Engineer: The City Engineer of the City of La Puente or his authorized representative

Federal: United States of America

Contractor: The word Contractor is supplemented by adding thereto the following:

The term Contractor means the Contractor as defined herein or his authorized representative.

1-2 BIDDING AND SUBMISSION OF THE BID

1-2.1 Subcontractor Listing

The Contractor shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at least 50 percent of the Contract Price. The contract labor performed or provided by the Contractor shall amount to at least 25 percent of the total contract labor for the Contract. Contract labor shall exclude superintendence. Any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount of contract labor, materials, and equipment required to be performed or provided by the Contractor with its own organization. Where an entire item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the Contract Unit or Lump-Sum Price. When a portion of an item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or Lump-Sum Price, determined from information submitted by the Contractor, subject to approval by the Engineer.

Prior to award of the contract, the otherwise qualifying low bidder shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the

construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half of 1 percent of the prime contractors total bid. The prime contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

1-3 AWARD AND EXECUTION OF CONTRACT

1-3.1 Contract Bonds

Within 10-working days after the date of the AGENCY'S notice of award, the Contractor shall execute and return the following contract documents to the AGENCY:

Contract Agreement

Faithful Performance Bond

Material and Labor Bond

Public Liability and Property Damage Insurance Certificate

Worker's Compensation Insurance Certificate

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee.

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

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

The Faithful Performance Bond shall remain in force for a period of one (1) year after the date of recordation of the Notice of Completion and until the end of all warranty periods set forth in the Contract Documents. The Material and Labor Bond shall remain in force until 45 days after the date of recordation of the Notice of Completion.

The Contractor shall provide the following supplemental information for each bond as required herein:

- a. Surety company or agency name providing bond.
- b. Name of the agent.
- c. The business address of the surety company and/or agency and agent.
- d. The business telephone number of the surety company and/or agency and agent.

SECTION 2 – SCOPE OF THE WORK

2-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

A noise level limit of 86 dbA at a distance of 50 feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel.

2-2 CHANGES INITIATED BY THE AGENCY

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

2-3 DISPUTED WORK

2-3.1 Claims and Disputes During Performance.

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

Procedure:

- A. The Contractor and the AGENCY shall make good-faith attempts to resolve any and all claims and disputes that may from time to time arise during the performance of the Work of this Contract. If the Contractor considers any Work required of them to be outside the requirements of the Contract, or if they consider any instruction, meaning, requirement, ruling or decision of the AGENCY or its representative to be unauthorized, they shall, within seven (7) calendar days after such demand is made, or instruction is given, file a written protest (dispute) with the AGENCY stating clearly and in detail their objection and reason therefore. The Contractor shall promptly comply with the Work required of them even though a written protest has been filed. If a written protest is not issued within seven (7) calendar days, the Contractor shall waive their right to further claim on the specific issue.

- B. The AGENCY will review the Contractor's written protest and provide a decision, if the Contractor still considers the Work required of them to be outside of the requirements of the Contract, they shall so notify the AGENCY, in writing, within seven (7) calendar days after receiving the decision that a formal claim will be issued. Within thirty (30) calendar days of receiving the decision, the Contractor shall submit their claim and all arguments, justification, cost or estimate, schedule analysis, and detailed documentation supporting their position. Failure to furnish notification within seven (7) calendar days and all justifying documentation within thirty (30) calendar days will result in the Contractor waiving their right to the subject claim.
- C. Upon receipt of the Contractor's formal claim including all arguments, justification, cost or estimates, schedule analysis, and documentation supporting their position as previously stipulated, the AGENCY or its representative will review the issue and within thirty (30) calendar days from receipt of the Contractor's claim render a final determination.

Certification:

- A. The Contractor shall submit with the claim their and Subcontractors' certifications under penalty of perjury that:
 - 1. The claim is made in good faith.
 - 2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief.
 - 3. The amount requested accurately reflects the Contract adjustment for which the Contractor believes the AGENCY is liable.
 - 4. If the Contractor is an individual, the certification shall be executed by that individual.
 - 5. If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
 - 6. If a false claim is submitted, it will be considered fraud and the Contractor may be subject to criminal prosecution.
- B. In regard to any claim or portion of a claim for subcontractor work, the Contractor shall fully review said claim and certify said claim, under penalty of perjury, to have been made in good faith.

- C. Failure to furnish certification as required hereinbefore will result in the Contractor waiving their right to the subject claim.

Claim Format

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

2-4 NOTICE OF SURETIES

2-4.1 General. The Contractor shall notify his sureties and the carriers of the insurance furnished and maintained by him of any changes affecting the general scope of the work or change in the contract price, or time, or a combination thereof, and the amount of the applicable bonds and the coverage of the insurance shall be adjusted accordingly. The Contractor shall furnish proof of such adjustments to the owner.

SECTION 3 – CONTROL OF THE WORK

3-1 CONTRACT DOCUMENTS

3-1.1 General

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control

set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

3-1.2 Examination of Contract Documents. The bidder shall examine carefully the entire site of the work, including but not restricted to the conditions and encumbrances related thereto, the Plans and Specifications, and the proposal and contract forms therefore. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed, the quantities of material to be furnished and as to the requirements of the proposal, Plans, Specifications, and the contract.

3-1.3 Record Drawings.

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of "as built" conditions. Show dimensioned location of all buried facilities, such as drains, sumps, pipe, valves, electrical conduit, and irrigation wire.

Dimensions must be taken from above ground permanent, architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be eligible.

Record drawing shall be reviewed prior to all progress payment requests and submitted prior to final inspection.

3-2 SUBMITTALS

3-2.1 General.

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

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

Within 35 days after the Award of Contract, the Contractor shall submit to the Engineer five (5) copies of a complete list of all products that are proposed for installation. The list shall be tabulated by specification section and shall reference critical dates for material deliveries to the site, which dates shall also be shown on the construction schedule.

All submittals shall be made in ample time to allow for review and approval prior to the date needed. Fifteen working days shall be considered an absolute minimum; requests for substitution, incomplete or improper submittals will require a greater

length of time. No time extensions will be granted for the Contractor's failure to allow sufficient time for review.

3-3 SURVEYING

3-3.1 Survey Service.

For this improvement work, the Contractor shall furnish all labor, equipment, and (Private Engineer) services, and be responsible for all surveying, staking, and layout necessary for the improvements. In the event of a substantial discrepancy between information shown on the Plans and actual field conditions, the Contractor shall cease any affected work and notify the City Engineer. The City Engineer will provide direction and authority to proceed. Surveying by Private Engineers on the Work shall conform to the quality and practice required by the City Engineer. Consequently, any reference to the Engineer providing such services in Subsection 3-4 shall be disregarded.

Survey monuments shall be furnished, installed and in compliance to Section 309 Monuments.

Payment for surveying service shall be included as part of other bid items, including conformance surveying, and no additional payment thereof. Payment for replacement of monuments and centerline ties shall be included as part of other bid items and no additional compensation will be allowed therefor.

3-4 WORK SITE MAINTENANCE

3-4.1 General.

The Contractor shall provide and operate a self-loading motor sweeper with spray nozzles every day for the purpose of keeping the entire project site clean as acceptable to the City Engineer.

The Contractor shall keep adjacent properties clean and free of rubbish and debris in a timely manner as necessary and as directed by the Engineer.

Payment for the cleanup and dust control shall be included in the price paid for other items of work. No additional payment will be made for project site maintenance.

3-4.1.1 Storm Water Pollution Prevention Plan (SWPPP)

Storm Water Pollution Prevention Measures, all storm water pollution measures shall be in accordance with the submitted SWPPP. In the event circumstances during the course of construction require changes to the original SWPPP, the QSP shall direct the revisions to the SWPPP, if that

authority is rated within the SWPPP Table 1.1, or shall notify the QSD of the Change that requires to SWPPP to be amended. No responsibility shall accrue to the Agency as a result of the plan or as a result of knowledge of the plan. All work installed by the Contractor in connection with the SWPPP but not specified to become a permanent part of the project shall be removed and the site restored in so far as practical to its original condition prior to completion of construction or when directed by the Agency's representative.

3-4.1.2 Payment.

Payment for **Special Project Site Maintenance** shall be paid for at the **not-to-exceed (NTE)** contract bid price and shall include full compensation for, but not limited to, furnishing all labor, materials, equipment, tools, and incidentals required to complete all work in place as directed by the Engineer, shown on the standard specifications, plans, and these special provisions and no additional compensation will be allowed therefor.

SECTION 4 - CONTROL OF MATERIALS

4-1 General.

The Contractor and all subcontractors, suppliers, and vendors shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within 1 year after the date of recordation of the Notice of Completion. Within this 1-year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance. The Contractor shall make all repairs, replacements, and restorations within 30 days after the date of the Engineer's written notice.

4-2 Testing.

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

4-3 Certificate of Compliance.

A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the special provisions, the

Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

4-4 Trade Names

Approval of equipment and materials offered as equivalents to those specified must be obtained prior to the opening of bids as set forth in the Instructions to Bidders.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-1 LAWS AND REGULATIONS

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

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

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

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The website for contractor registration with the Department of Industrial Relations (DIR) is <https://efiling.dir.ca.gov/PWCR>; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is \$300.

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

5-2 LABOR

5-2.1 General

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

5-2.2 DAVIS BACON AND RELATED ACTS

If any portion of this Project is determined to be subject to the Davis-Bacon and Related Acts (40 U.S.C. §3141 et seq.), the Contractor and all subcontractors shall pay laborers and mechanics not less than the prevailing wage rates and fringe benefits as determined by the U.S. Department of Labor. Certified payrolls shall be submitted as required, and labor compliance records shall be made available to HUD and the City upon request.

5-3 INSURANCE

5-3.1 General

The Contractor shall provide and maintain insurance naming the Agency and all of its officers, consultants and agents, including Westberg+White, are named insured or are named as an additionally insured with the Contractor regardless of any inconsistent statement in the policy or any subsequent endorsement whether liability is attributable to the Contractor or the Agency and all of its officers, consultants and agents, including Westberg+White. The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in the Contract. The Contractor shall save, keep and hold harmless the Agency, its officers, employees, consultants and agents, including Westberg+White, from all damages, costs or expenses in law or equity that may at any time arise to a person or property by reason of or in the course of performing the Work, or which may be caused by a negligent act or omission by the Contractor, the Contractor's employees, or a Subcontractor. The Agency will not be liable for any accident, loss, or damage to the Work prior to completion.

5-3.2 General Liability Insurance

The policy shall insure the Agency, and all of its officers, employees, consultants and agents, including Westberg+White while acting within the scope of their duties on the Work, against all claims arising out of or in connection with the Work. This policy shall provide coverage for on-going and completed operations. The certificate of insurance submitted to the Agency shall state that the Contractor's insurance is primary and that any other insurance held by the Agency is non-contributory.

5-4 SAFETY

5-4.1 Work Site Safety

5-4.1.1 General

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

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

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

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

6-2 TIME OF COMPLETION

6-2.1 General.

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

6-2.1.1 Working Day.

The Contractor's activities shall be confined to the hours between 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. Only interior construction is permitted on Saturdays between 7:00 a.m. and 5:00 p.m. upon request and with prior consent of the Engineer. No work is permitted on Sundays or holidays. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates, including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

6-3 DELAYS AND EXTENSIONS OF TIME

6-3.1 Written Notice and Report

If the Contractor desires payment for a delay as specified in Subsection 6-3 of the Standard Specifications, it shall notify the Engineer in writing within 3 days of beginning of the delay. If the Contractor desires an extension of time as specified

in Subsection 6-3.1 of the Standards Specifications, it shall notify the Engineer in writing within 3 days of beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions which set the beginning time for the delay.

6-4 LIQUIDATED DAMAGES

The liquidated damages value is hereby amended to be one thousand five hundred dollars (\$1,500.00) per day.

SECTION 7 – MEASUREMENT AND PAYMENT

7-1 PAYMENT

7-1.1 Partial and Final Payment.

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

When the work is complete, the Engineer will determine the final quantities of the work performed and prepare the final progress payment report.

Payments are commonly authorized and made within 30 days following the 10th day of the month submitted. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions. Progress payments may be withheld for failure to comply with HUD Section 3, Build America Buy America, or other applicable federal requirements.

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

The Contractor, however, may receive interest on the retained amount, or receive the retained amount itself so long as the securities equivalent to the retained amounts are substituted with escrow holder approved by the AGENCY.

At the request and expense of the Contractor, retained amounts or securities equivalent to the retained amounts may be deposited with the State Treasurer or a State or Federally chartered bank approved by the Agency as the escrow agent, who shall return such monies or securities to the Contractor upon satisfactory completion of the contract.

Securities eligible for investment shall include those listed in Section 16430 of the State Government Code or bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, and standby letters of credit.

Any escrow agreement entered into and shall be substantially similar to the form "Escrow Agreement for Security Deposits" in lieu of retention as contained in Section 4590 of Chapter 13 of Division 5 Title 1 of the Government Code.

7-1.1.1 Final Pay Quantities.

When the estimated quantities for a specific portion of the work are designed in the bid schedule by the letter (F) as 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 is 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.

7-1.1.2 Alternative Dispute Resolution.

After submittal of the proposed final estimate to the Contractor, a meeting shall be held promptly between Contractor and Agency, attended by the individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of claims arising under or related to performance of the contract.

If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the claims, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"). If they have been unable to agree upon such appointment within 40 days from the initial meeting, the parties shall seek assistance in finding a mutually acceptable neutral. **If the parties are unable to agree on a neutral, either party may request that the presiding judge of the Superior Court which would have jurisdiction of the matter if a suit were filed, to appoint the neutral.** The fees of the neutral shall be shared equally by the parties.

In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and, if the parties are unable to agree on such

matters within 20 days after the initial consultation with neutral, the procedure, time, and place for the ADR to be held will be decided by the neutral. Unless circumstances require otherwise, the ADR shall be held not later than 60 days after selection of the neutral.

The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration, or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

7-1.2 Delivered Materials.

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress partial payment.

7-3 PAYMENT FOR EXTRA WORK

7-3.1 General.

When the cost for Extra Work cannot be agreed upon, payment for Extra Work by cost plus a differential for labor, materials and equipment shall be considered payment under force account basis. The labor, materials and equipment provided shall be subject to the approval of the Engineer and compensation will be determined as provided herein.

7-3.2 Basis of Establishing Costs.

7-3.2.1 Labor.

The Contractor will be paid the cost of labor for the workmen (including foremen when authorized by the Engineer), used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor or other forces will be the sum of the following:

7-3.2.1.1 Actual Wages.

The actual wages paid shall include any employer payments to or on behalf of the workmen for health and welfare, pension, vacation and similar purposes.

7-3.2.1.2 Labor Surcharge.

To the actual wages, as defined in Section 7-3.2.1.1, will be added a labor surcharge set forth in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished

and which is a part of the contract. Said labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined in Section 7-3.2.1.1 and subsistence and travel allowance as specified in Section 7-3.2.1.3.

7-3.2.1.3 Subsistence and Travel Allowance.

The actual subsistence and travel allowance paid to such workmen.

7-3.2.1.4 Materials

All materials to be furnished and incorporated into the Work shall conform to the technical specifications prepared by the Project Architect, which are issued separately and incorporated by reference as part of the Contract Documents.

The detailed technical specifications governing materials, products, workmanship, performance standards, and installation requirements are issued as separate electronic documents and made available with the bid package, including but not limited to the architectural specifications, plans, soils/geotechnical reports, and related technical documents.

Bidders are responsible for reviewing all referenced technical specifications and documents prior to submitting a bid. Failure to review or comply with the requirements contained in the separately issued technical specifications shall not relieve the Contractor of its obligation to furnish materials and perform work in full compliance with the Contract Documents.

In the event of a conflict between this Bid Specification and the Architect's technical specifications regarding materials, the Architect's technical specifications shall govern.

7-3.2.1.5 Tool and Equipment Rental.

The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Department of Transportation Publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished and which is a part of the contract, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor. If it is deemed necessary by the Engineer to use equipment not listed in the said publication, a suitable rental rate for such equipment will be established by the

Engineer. The Contractor may furnish any cost data which might assist the Engineer in the establishment of such rental rate. When the tools and equipment are not in use, the Contractor may elect to keep tools and equipment that are intermittently used on site at no expense to the Agency.

The rental rates paid as provided above shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Operators of rented equipment will be paid for as provided in Section 7-3.2.1, "Labor."

All equipment shall, in the opinion of the Engineer, be in good working condition and suitable for the purpose for which the equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$200 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

Rental time will not be allowed when equipment is inoperative due to breakdowns.

7-3.2.1.5 Equipment on the Work.

The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than such extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own powers, except that no payment will be made if the equipment is used at the site of the extra work on other than such extra work.

The following shall be used in computing the rental time of equipment on the work:

1. When hourly rates are listed, less than 30 minutes of operation shall be considered to be 2 hour of operation.
2. When daily rates are listed, less than 4 hours of operation shall be considered to be 2 day of operation.

7-3.2.1.6 Equipment not on the Work.

For the use of equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid the rental rates listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished and which is a part of the contract, or determined as provided in Section 7-3.1 and for the cost of transporting the equipment to the location of the work and its return to its original location, all in accordance with the following provisions:

1. The original location of the equipment to be hauled to the location of the work shall be agreed to by the Engineer in advance.
2. The Agency will pay the costs of loading and unloading such equipment.
3. The cost of transporting equipment in low-bed trailers shall not exceed the hourly rates charged by established haulers.
4. The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission.
5. The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding Saturdays, Sundays, and legal holidays unless the equipment is used to perform the extra work on such days, and shall terminate at the end of the day on which the Engineer directs the Contractor to discontinue the use of such equipment. The rental time to be paid per day will be in accordance with the following:

<u>Hours Equipment is in Operation</u>	<u>Hours to be paid</u>
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.50
7.5	7.75
8.0	8.00

Over 8 Hours in Operation

The hours to be paid for equipment which is operated less than 8 hours due to breakdowns shall not exceed 8 less the number of hours the equipment is inoperative due to breakdowns.

When hourly rates are listed, less than 30 minutes of operation shall be considered to be 2 hour of operation.

When daily rates are listed, payment for 2 day will be made if the equipment is not used. If the equipment is used, payment will be made for 1 day.

The minimum rental time to be paid for the entire rental period on an hourly basis shall not be less than 8 hours or if on a daily basis shall not be less than 1 day.

6. Should the Contractor desire the return of the equipment to a location other than its original location, the Agency will pay the cost of transportation in accordance with the above provisions, provided such payment shall not exceed the cost of moving the equipment to the work.

7. Payment for transporting, loading and unloading equipment, as provided above, will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force-account basis.

When extra work, other than work specifically designated as extra work in the Plans and Specifications, is to be paid for on a force-account basis and the Engineer determines that such extra work requires the Contractor to move on to the work equipment which could not reasonably have been expected to be needed in the performance of the contract, the Engineer may authorize payment for the use of such equipment at equipment rental rates in excess of those listed as applicable for the use of such equipment subject to the following additional conditions:

1. The Engineer shall specifically approve the necessity for the use of particular equipment on such work.
2. The Contractor shall establish, to the satisfaction of the Engineer, that such equipment cannot be obtained from his normal equipment source or sources and those of his subcontractors.
3. The Contractor shall establish to the satisfaction of the Engineer that the proposed equipment rental rate for such equipment from his proposed source is reasonable and appropriate for the expected period of use.
4. The Engineer shall approve the equipment source and the equipment rental rate to be paid by the Agency before the Contractor begins work involving the use of said equipment.

7-3.2.1.7 Owner-Operated Equipment.

When owner-operated equipment is used to perform extra work to be paid for on a force account basis, the Contractor will be paid for the equipment and operator, as follows:

Payment for the equipment will be made in accordance with the provisions in Section 7-3.2.1.4, "Equipment Rental."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workmen operating similar equipment already on the project or, in the

absence of such other workmen, at the rates for such labor established by collective bargaining agreements for the type of workman and location of the work, whether or not the owner-operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions in Section 7-3.2.1, "Labor."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markups for the equipment rental and labor as provided in Section 7-3.3(a) "Work by Contractor."

7-3.3 Markup.

- (a) Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the mark-up for all overhead and profits, which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 7-3.2.1.1 & 7-3.2.1.2, 7-3.2.1.4 "Materials," and 7-3.2.1.5, "Equipment Rental."

Labor	20
Materials	15
Equipment Rental	15
Other Items and Expenditures	15

To the sum of the costs and mark-ups provided for in this subsection, 1 percent shall be added as compensation for bonding.

- (b) Work by Subcontractor. When all or any part of the extra work is performed by a subcontractor, the mark-up established in Subsection 7-3.3(a) shall be applied to the subcontractor's actual cost of such work, to which a mark-up of 10 percent on the first \$2,000 of the subcontracted portion of the extra work and a mark-up of 5 percent on work added in excess of \$2,000 of the subcontracted portion of the extra work may be added by the Contractor.

7-4 PERMITS AND REGISTRATIONS

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

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code,

provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The website for contractor registration with the Department of Industrial Relations (DIR) is <https://efiling.dir.ca.gov/PWCR>; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is \$300.

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL

No field offices for AGENCY personnel shall be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor if so provided by the Contractor for his own personnel.

SPECIAL PROVISIONS

SECTION 1 - FEDERAL PROVISIONS

This Project is federally assisted and subject to applicable federal requirements. Contractors and subcontractors shall comply with all applicable federal laws, regulations, and grant conditions, including but not limited to 2 CFR Part 200, Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 75), Build America, Buy America requirements, federal labor standards as applicable, anti-lobbying provisions, suspension and debarment requirements, and federal audit and access-to-records requirements. Compliance with applicable federal requirements is mandatory and a condition of award.

(Refer to ALL applicable attachments included at the end of the Federal Provisions Section)

SECTION 2 – LABOR STANDARDS PROVISIONS

All Contractors and subcontractors performing work on this Project shall comply with applicable state and federal labor enforcement standards, including payment of prevailing wages, maintenance of active registration with the California Department of Industrial Relations (DIR), submission of accurate and timely certified payroll records, and compliance with applicable apprenticeship requirements. Federal labor standards, including Davis-Bacon requirements, may apply depending on funding sources. Labor compliance is subject to monitoring and enforcement by the City, State, and applicable federal agencies. Failure to comply with labor enforcement requirements may result in withholding of payments, assessment of penalties, or termination of the Contract. Contractors are responsible for ensuring compliance by all subcontractors at all tiers. *(Refer to Attachment A included at the end of the Federal Provisions Section).*

SECTION 3 - FEDERAL EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

This federally assisted construction Project is subject to federal Equal Employment Opportunity, Affirmative Action, and Civil Rights requirements. Contractors and subcontractors must ensure nondiscrimination in employment, take affirmative action to promote minority and female participation, comply with all reporting and recordkeeping obligations, and bind subcontractors to these requirements. Compliance is enforced by federal and local agencies, and failure to comply may result in withholding of payments, contract termination, or ineligibility for future federally assisted contracts.

SECTION 4 – CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS

This Project is subject to federal requirements promoting participation by small and minority business firms, women's business enterprises, and firms located in labor surplus areas. Affirmative steps must be taken, when feasible, to ensure these businesses are

afforded fair opportunities to compete for contracts and subcontracts, including outreach, solicitation, and structuring of work to encourage participation. Prime contractors are responsible for taking similar affirmative steps with respect to subcontracting, and the City encourages procurement from women-owned businesses and firms located in labor surplus areas whenever practicable.

SECTION 5 – COMPLIANCE WITH CLEAN AIR AND WATER ACTS

This federally assisted construction Project requires the Contractor and all subcontractors to comply with applicable federal environmental laws, including the Clean Air Act and the Federal Water Pollution Control Act, and related EPA regulations. Contractors must certify that no facilities used in contract performance are listed as violating facilities by the U.S. Environmental Protection Agency, agree to federal inspection and reporting requirements, promptly notify the Owner of any potential EPA violations, and ensure these requirements are flowed down to all applicable subcontracts.

SECTION 6 – BUILD AMERICA, BUY AMERICA ACT

This Project is subject to the Build America, Buy America (BABA) Act and applicable HUD guidance. BABA generally requires that iron and steel, construction materials, and manufactured products used in federally funded infrastructure projects be produced in the United States, unless an approved waiver applies. HUD-obligated funds are subject to these requirements in accordance with applicable federal notices and effective dates.

SECTION 7 – SECTION 3 REQUIREMENTS

This Project is subject to Section 3 of the Housing and Urban Development Act of 1968, which requires that, to the greatest extent feasible, employment and other economic opportunities generated by HUD-assisted activities be directed to low- and very low-income persons. Bidders must declare an intent to comply with Section 3 requirements, including applicable benchmarks, as a condition of bid responsiveness and contract award, and must comply with these requirements for the duration of the contract. Failure to submit the required declaration or to comply with Section 3 requirements will result in the bid or proposal being deemed non-responsive.

ATTACHMENTS

Attention is directed towards the attachments included below:

- A. HUD 4010 - Federal Labor Standards Provisions
- B. Federal Equal Employment Opportunity/Affirmative Action Requirements
- C. Contracting With Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms
- D. Compliance With Clean Air and Water Acts
- E. Build America, Buy America Act
- F. Section 3 Requirements
- G. Federal Lobbyist Certification Form

Note: Post Award Forms are included with each attachment section, as applicable.