



**CITY OF RANCHO PALOS VERDES
CONTRACT DOCUMENTS**

FOR

**PALOS VERDES DRIVE SOUTH
COMPATIBLE BIKE SAFETY LANES**

FEDERAL PROJECT NO. CML-5413(012)

**NOTE: THIS IS A FEDERALLY-FUNDED PROJECT.
ALL FEDERAL FUNDING PROVISIONS SHALL APPLY.**

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APPENDIX II: NEPA/CEQA RE-VALIDATION FORM

DRAFT

NOTICE INVITING SEALED BIDS

CITY OF RANCHO PALOS VERDES

BIDS MUST BE RECEIVED BY: 10:00 a.m., _____

BIDS TO BE OPENED SHORTLY AFTER: 10:00 a.m., _____

PLACE OF BID RECEIPT: Office of the Director of Public Works
City Hall, 30940 Hawthorne Boulevard
Rancho Palos Verdes, California 90275

NOTICE IS HEREBY GIVEN that the City of Rancho Palos Verdes, County of Los Angeles, California, will receive up to, but not later than the time set forth above, sealed contract bids for the award of a contract for the PALOS VERDES DRIVE SOUTH COMPATIBLE BIKE LANE SAFETY PROJECT. All bids shall be made on the form furnished by the City and shall be opened and publicly read aloud at the above-stated time at the place of bid identified above.

Sealed bids must be placed in a sealed package with the project name and identification number typed or clearly printed on the lower left corner of the package.

PROJECT IDENTIFICATION NAME:

PALOS VERDES DRIVE SOUTH COMPATIBLE BIKE LANES SAFETY PROJECT

BACKGROUND/DESCRIPTION OF WORK: In general, the work comprises of providing traffic control, construction survey, sawcutting existing asphalt pavement, unclassified excavation, PCC curb, asphalt pavement road widening, relocation of irrigation control lines and valves/boxes, landscape restoration, bark mulch installation, relocation of water meters, traffic striping and markings, and raised pavement markers. The work to be done shall include furnishing all materials, equipment, tools, labor, and incidentals as required by the Specifications, and Contract Documents, in the City of Rancho Palos Verdes, California.

COMPLETION OF WORK: All BASE BID work shall be completed within 50 working days. If the alternate bid is awarded, an additional 20 working days shall be allowed.

OBTAINING BID DOCUMENTS: Potential Bidders may obtain the Contract Documents for the Project at Rancho Palos Verdes City Hall, 30940 Hawthorne Blvd, Rancho Palos Verdes, California 90275 for a non-refundable fee of \$60.00 per set, or \$75.00 per set if mailed. The City must receive payment before the Contract Documents will be provided. Interested parties may also download the Contract Documents free of charge from the City's website, <http://www.rpvca.gov/bids.aspx>.

Potential Bidders who purchase Contract Documents from City Hall will be placed on the list of Plan Holders at the time of purchase. Only those firms on the list of Plan Holders will be informed of any and all subsequent project information prior to bid opening, including Addenda. Addenda will be issued only to a Plan Holder. Those downloading documents who want to be placed on the list of Plan Holders will need to contact the Public Works office at

publicworks@rpvca.gov or 310-544-5252 and ask to be registered as a Plan Holder for the specified project. Potential Bidders must provide company contact information including company name, address, telephone and facsimile numbers, email address, and the project number and title as it appears on this Notice along with their request to be registered.

FACSIMILE NUMBER AND EMAIL ADDRESS: Anyone obtaining Contract Documents must immediately supply the Director of Public Works with a facsimile number and email address such that Addenda and other information may be transmitted as rapidly as possible. Failure to provide such a facsimile number and email address may result in late notification. In any case, City does not guarantee Addenda will be faxed or emailed, and Bidder shall be responsible for all Addenda regardless of whether Bidder received any such fax or email.

REQUEST FOR CLARIFICATION: If you discover any error, omission, ambiguity or conflict in the Plans or Specifications and wish to have a clarification, please fax or email your request for clarification to the Director of Public Works at publicworks@rpvca.gov such that it is received by him/her no later than close of business on _____. Requests for clarification received after this date will be disregarded. Please indicate the Project in your request for clarification.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS: Pursuant to Federal law, Disadvantaged Business Enterprise (DBE) requirements shall include all DBEs, as described in the Specifications. This project is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990, and in any contract entered into pursuant to this advertisement, DBEs will be afforded full opportunity to submit bids in response to this invitation. **The DBE contract goal for this project is 11%.**

PREVAILING WAGE REQUIREMENTS: Pursuant to California Labor Code Sections 1770, 1773, 1773.1, 1773.6, and 1773.7, as amended, the applicable prevailing wages for this project have been determined. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the higher of the Federal and the State prevailing wage rates to all workers employed by them in the execution of the contract. The applicable Federal prevailing wage rates are those that are in effect ten (10) calendar days prior to bid opening; they are set forth on the U.S. Department of Labor website: <http://www.wdol.gov/wdol/scafiles/davisbacon/ca33.dvb> but are not printed in the Specifications. Lower State wage rates for work classifications not specifically listed in the Federal wage decision are not acceptable. The applicable State prevailing wage rates are set forth on the California Department of Industrial Relations website: <http://www.dir.ca.gov/DLSR/PWD> but are not printed in the Specifications; these rates are subject to predetermined increases.

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

CONFLICT OF INTEREST: In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in (State LCA – 24 CFR 85.36 and

Non-Profit Organizations – 24 CFR 84.4), OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

The U.S. Department of Transportation (DOT) provides a toll-free hotline service to report bid rigging, bidder collusion, or other fraudulent activities. The hotline is available Mondays through Fridays between 8:00 a.m. and 5:00 p.m. eastern time, at (800) 424-9071. The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

BUY AMERICA PROVISIONS: This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

CARGO PREFERENCE ACT: This project is subject to the requirements of the Cargo Preference Act, as described in the Specifications.

BONDS: Each Bid must be accompanied by a cash deposit, cashier's check, certified check or Bidder's Bond issued by a Surety insurer, each of which must be made payable to the City, in an amount not less than ten percent (10%) of the total Bid submitted. Personal or company checks are not acceptable. Upon award of Contract, Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price. Before acceptance of the Project, Contractor shall submit warranty/maintenance Bonds that are valid for one year from acceptance, in the amount of one hundred percent (100%) of the Contract Price; in lieu of the warranty Bond, Contractor may submit proof from the Surety that the performance Bond has been extended for the appropriate duration of time. All Bonds must be issued by a California admitted Surety insurer and submitted using the required forms, which are in the Contract Documents, or in any other form approved by the City Attorney. Failure to enter into a valid Contract, including the submission of all required Bonds and insurance coverages, with the City within ten (10) Days after the date of the delivery of the Contract forms to the Bidder, shall constitute a material breach and subject the Bid security to forfeiture to the extent provided by law.

LICENSE: The City has determined that a class "A" General Contractor's License is required for this project. No contract will be awarded to any bidder who is not a properly licensed California contractor as required by the California Business and Professions Code. The successful Contractor must also possess a current City business license.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS: The Contractor's attention is directed to Labor Code Section 1725.5, which provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

RETENTION SUBSTITUTION: Five percent (5%) of any progress payment will be withheld as retention. In accordance with Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with City or with a State or federally chartered bank as escrow agent, which shall then pay such moneys to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. Alternatively, Contractor may request that the City make payments of earned retentions directly to an escrow agent at Contractor's expense. No such substitutions shall be accepted until all related documents are approved by the City Attorney.

LIQUIDATED DAMAGES: There is a **\$1,000 per day assessment for liquidated damages** for each calendar day that work remains incomplete beyond the time specified for the completion of the work. Refer to the bid specifications and contract documents for further details.

BIDDING PROCESS: The City reserves the right to reject any or all bids or any parts thereof and waive any irregularities or informalities in any bid or in the bidding and to make awards in all or part in the best interest of the City. No bidder may withdraw his bid for a period of ninety (90) days after the date set for the opening bids.

CITY OF RANCHO PALOS VERDES

By: _____ Date: _____
Elias Sassoon, P.E.
Director of Public Works

DRAFT

INSTRUCTIONS TO BIDDERS

FORM OF PROPOSAL: The proposal shall be made on the bidding schedule (“proposal”) herein. The proposal shall be enclosed in a sealed envelope bearing the name of the bidder and the name of the project as described under Notice Inviting Sealed Bids.

DELIVERY OF PROPOSALS: The proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Sealed Bids. It is the bidder’s sole responsibility to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened unless an extension has been granted by the City. Bidders or their authorized agents are invited to be present.

MODIFICATIONS AND ALTERNATIVE PROPOSALS: Unauthorized conditions, limitations or provisos attached to a proposal will render it informal and may be cause for rejection. The complete proposal forms shall be without interlineations, alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. No oral, telegraphic or telephonic proposals or modifications will be considered.

WITHDRAWAL OF PROPOSAL: The proposal may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after, the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his duly authorized representative, and is filed with the DIRECTOR OF PUBLIC WORKS. No proposal may be withdrawn during the period of ninety (90) calendar days after the opening of proposals.

BIDDER’S SECURITY: Each bid shall be accompanied by cash, certified or cashier’s check payable to the City, or a satisfactory bid bond in favor of the City executed by the bidder as principal and a California admitted surety as surety, in an amount not less than ten percent (10%) of the amount set forth in the bid. The check or bid bond shall be given as a guarantee that the bidder shall execute the contract if it is awarded to him in conformity with the contract documents and shall provide the evidence of insurance and furnish the necessary bonds as specified in the contract documents, within ten (10) calendar days after written notice of the award. In case of the bidder’s refusal or failure to do so, the cash, check, or bond, as the case may be, shall be forfeited to the City. No bidder’s bond will be accepted unless it conforms substantially to the form set forth as required.

APPROXIMATE ESTIMATE: The quantities shown in the proposal form shall be considered as approximate only, being listed therein for the purpose of serving as a general indication of the amount of work or materials to be performed or furnished, and as a basis for the comparison of bids; and the City does not guarantee nor agree, either expressly or by implication, that the actual amount required will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of work or material to be performed or furnished, or to omit any such item or portion, in accordance with the Special Provisions or Standard Specifications, under which the work is to be constructed, without any way invalidating the contract, should such increase, decrease or omission be deemed necessary or expedient. The quantity distribution tables included in the Appendix are provided to generally assist in defining the work and should be considered to be approximate only.

ADDENDA:The Director of Public Works may, from time to time, issue Addenda to the Contract Documents. Parties that have obtained the Contract Documents and are on the list of Plan Holders shall be notified of and furnished with copies of such Addenda, either by email, personal delivery, or facsimile, during the period of advertising at no additional cost. The City may determine, in its sole discretion, whether an Addendum requires the postponement of the date set for opening Bids. The announcement of the new date, if any, shall be made within the Addenda. **Please Note:** Bidders are primarily and ultimately responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact the City to verify that he or she has received all Addenda issued, if any. Bidders must acknowledge receipt of all Addenda, if any, in its Proposal. Failure to acknowledge receipt of all Addenda may cause a Proposal to be deemed incomplete and non-responsive.

DISCREPANCIES IN PROPOSALS: The bidder shall set forth each item of work, in clearly legible figures, a unit or line item bid for the item in the respective spaces provided for this purpose.

In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case where the unit price is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total" column shall be the unit price.
- (2) As to unit price items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

In case of discrepancy between words and figures, the words shall prevail.

COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the proposal. No agreement for the work will be executed with a contractor who is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code and registered with the DIR. The licensing requirements for contractors shall apply also to subcontractors.

Contractors and subcontractors must sign the "Statement Acknowledging Penal & Civil Penalties Concerning the Contractor's Licensing Laws."

BIDDER'S EXAMINATION OF SITE AND CONTRACT DOCUMENTS: Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they may prefer as to the proposal, plans, specifications, contract form and actual conditions and requirements of the work, and shall not at any time after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the conditions to be encountered, the character, quality, and quantities of work to be performed and materials to be furnished, and the requirements of the proposal, plans, specifications, and the contract form. The

submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.

DISQUALIFICATION OF BIDDERS: No person, firm, or corporation shall be allowed to make, file or be interested in more than one bid for the same work, unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal. If there is a reason to believe that collusion exists among the bidders, all bids will be rejected.

RETURN OF BID SECURITY: The successful bidder's proposal guarantee shall be held until the contract is executed. Bid security shall be returned to the three (3) lowest bidders within twenty (20) calendar days after the successful bidder has signed the contract. All other securities shall be returned immediately.

AWARD OF CONTRACT: The City reserves the right to reject any or all bids or any parts thereof or to waive any irregularities or informalities in any bid or in the bidding. The award of the contract, if made by the City, will be to the lowest responsible and qualified bidder. The award, if made, will be within ninety (90) calendar days after the opening of the proposals; provided that the award may be made after said period if the successful bidder has not given the City written notice of the withdrawal of his bid.

ALTERNATES: If alternate bids are called for, the contract shall be awarded to the lowest responsible bidder on the base bid.

LISTING SUBCONTRACTORS: Each bidder shall submit a list of the proposed subcontractors on this project, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100, et seq.). Forms for this purpose are furnished with the contract documents.

EXECUTION OF AGREEMENT: The bidder to whom award is made shall execute a written contract with the City in the form included in these contract documents and shall secure and provide to City all insurance and bonds as herein specified within ten (10) calendar days from the date of mailing of written notice of the award. Failure or refusal to enter into the agreement or to conform to any of the stipulated requirements shall be just cause for the annulment of the award and forfeiture of the bidder's security. In the event the bidder to whom an award is made fails or refuses to execute the Agreement within said time, the City may declare the bidder's security forfeited, and it may award the work to the next lowest bidder, or may call for new bids.

If the successful bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses to execute the contract, the City may award the contract to the third lowest responsible bidder to execute the contract; such bidder's securities shall be likewise forfeited to the City.

INSURANCE AND BONDS: The Contractor shall not begin Work under the Contract until it has given the City evidence of all required insurance coverage, including all additional insured endorsements. The Contractor also shall not begin Work under the Contract until it has furnished to the City two Bonds: one guaranteeing the Contractor's faithful performance of the Contract,

and other securing the payment of claims for labor and material. Each of these Bonds shall be executed in a sum equal to the Contract amount. Before acceptance of the Project, the Contractor shall submit warranty/ maintenance Bond(s) that are valid for one year from acceptance, as further described in the General Provisions.

TELEPHONES: Bidders are hereby notified that City will not provide telephones for their use at the time of receipt of bids.

INTERPRETATION OF PLANS AND DOCUMENTS: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications or other contract documents, or finds discrepancies in or omissions from the drawings and specifications, he or she may submit to the DIRECTOR OF PUBLIC WORKS a written request for an interpretation or correction by seven (7) calendar days prior to bid opening. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract document will be made only by an Addendum duly issued, and a copy of such Addendum will be mailed, delivered or faxed to each person receiving a set of the contract documents. No oral interpretation of any provision in the contract documents shall be binding.

SALES AND/OR USE TAXES: Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, state or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

NON-COLLUSION DECLARATION: The Contractor shall execute and return a “Non-collusion Declaration” with its bid in the form attached herein.

EXECUTION OF THE CONTRACT: The contract, in the form set forth in the Contract Section shall be executed by the successful bidder in accordance with the Instruction for Execution of Documents, and returned to the City for execution by the City, and shall be accompanied by bonds as described in paragraph GP-B-4 and the evidence of insurance required by paragraph GP-B-5, all within fifteen (15) calendar days from the date written notice of the award is mailed to bidder. No bidder proposal shall be considered binding upon the City until such time as it has been executed by the City.

CONTRACT BONDS: The successful bidder shall furnish to the City at his own expense two surety bonds. One bond shall be in the amount of 100 percent of the contract price in the form set forth in the Contract Section to guarantee faithful performance of the contract work. The other bond, in an amount not less than 100 percent of the contract price in the form set forth in the Contract Section shall be furnished to secure payment of those supplying labor and materials as required by the California Civil Code. Each bond shall be executed in accordance with the instruction set forth in the Proposal Section and each bond shall be executed by a California admitted surety insurer acceptable to, and approved by the City Attorney.

INSURANCE: The Contractor shall at all times, during the term of this contract, carry, maintain and keep in full force and effect, a policy or policies of comprehensive public liability insurance with an insurance company admitted to write insurance in California, or carriers with a rating of, or equivalent to, A:VII by A.M. Best & Company to, and approved by, the Director of Public

Works and City Attorney, within minimum limits of Two Million Dollars (\$2,000,000.00) combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the Contractor, together with an endorsement in substantially the form set forth in the Contract Section attached hereto. The Contractor shall also at all times during the term of this contract carry, maintain and keep in full force and effect a policy or policies of Workers' Compensation insurance and shall provide to the City evidence of such coverage in the form set forth herein.

COMPLIANCE WITH PROVISIONS OF THE PUBLIC CONTRACT CODE: All Contracts shall conform to the provisions of Sections 4100 through 4114, inclusive, of the Public Contract Code, as amended, concerning subcontractors and subcontracts.

REJECTION OF BIDS: Proposals may be rejected by the City Council where, upon evidence of a prior performance of the bidder, the City Council has made a finding that the bidder is not a responsible bidder because of unsatisfactory performance within the past three (3) years with the City or with other public entities. The City reserves the right to reject any or all bids and to waive any irregularity or informality in any bid to the extent permitted by law.

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NOTICE TO BIDDERS FEDERAL REQUIREMENTS

Proposal Phase

If you are the apparent low bidder, second low bidder, or third low bidder, you must submit the following form, either with your bid or within four (4) business days after bid opening:

- Construction Contract DBE Commitment, Exhibit 15-G (p. ii-32)

In addition, you are strongly encouraged, and may be required, to submit the following form as a supplement to Exhibit 15-G:

- DBE Information – Good Faith Efforts, Exhibit 15-H (p. ii-34)

Upon execution and submission of your bid, you are agreeing to be bound by the following (but do not need to return the forms):

- Equal Employment Opportunity Certification (p. ii-26)
- Public Contracting Code Requirements (p. ii-27)
- Debarment and Suspension Certification (p. ii-28)
- Nonlobbying Certification for Federal-Aid Contracts (p. ii-29)

If applicable, the following form must be submitted with the bid:

- Disclosure of Lobbying Activities (p. ii-30)

Construction Phase

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.

If applicable, you will be required to submit the following form each month during construction:

- Monthly DBE Trucking Verification (p. ii-37)

Post-Construction Phase

When construction is completed, you will be required to submit the following forms to the City:

- Final Report – Utilization of Disadvantaged Businesses (p. ii-39)
- Disadvantaged Business Enterprises (DBE) Certification Status Change (p. ii-41)

EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)	ii-3
<i>a. DBE COMMITMENT SUBMITTAL</i>	ii-3
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<i>c. EXHIBIT 15-G LOCAL AGENCY BIDDER DBE INFORMATION (CONSTRUCTION CONTRACTS)</i>	ii-5
<i>d. SUBCONTRACTOR AND DISADVANTAGED BUSINESS ENTERPRISE RECORDS</i>	ii-5
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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:
http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

c. Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts)

Complete and sign Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.

2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless it is performed or supplied by the listed DBE or an authorized substitute.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.
3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible bidder.

5. **CONTRACTOR LICENSE**

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. **CHANGED CONDITIONS**

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of **Rancho Palos Verdes**.

This work shall be diligently prosecuted to completion before the expiration of **50 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract, with an additional **20 WORKING DAYS** allowed if the Alternative bid is awarded.

The Contractor shall pay to the City of **Rancho Palos Verdes** the sum of **\$1,000** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;

2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

(The local agency must include one of the following three provisions to ensure prompt and full payment of any retainage from the prime contractor, or subcontractor, to a subcontractor. Remove or strike out the methods not used.)

(EITHER)

~~No retainage will be withheld by the agency from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor or deficient subcontract performance, or noncompliance by a subcontractor.~~

(OR)

~~No retainage will be held by the agency from progress payments due the prime contractor. Any retainage held by the prime contractors or subcontractors from progress payments due subcontractors shall be promptly paid in full to subcontractors within 30 days after the subcontractor's work is satisfactorily completed. Federal law (49CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.~~

(OR)

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 10 pages must be physically inserted into the contract without modification.]

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**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency

and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the

contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

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

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same

prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and

engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in

connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant

(such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo	16.1
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8

179	Fresno-Bakersfield, CA	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern	
180	2840 Fresno, CA	26.1
	CA Fresno	
	Non-SMSA Counties:	
	CA Kings; CA Madera; CA Tulare	23.6
181	Los Angeles, CA:	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura	
	6780 Riverside-San Bernardino-Ontario, CA	19.0
	CA Riverside; CA San Bernardino	
	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
CA Santa Barbara		
182	Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo	
181	San Diego, CA:	
	SMSA Counties	
	7320 San Diego, CA	16.9
	CA San Diego	
182	Non-SMSA Counties	18.2
	CA Imperial	

For each July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is 0.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit notification of:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the Agency's approval for this submitted information before you start work. The Agency credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The Agency and FHWA approve a program if one of the following is met:

1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The Agency reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period

3. If you comply with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

14. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

15. USE OF UNITED STATES-FLAG VESSELS

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

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

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder has / has not been convicted within the preceding three (3) years of any offenses referred to in that Section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any State or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The Bidder must place a checkmark before "has" or "has not" in one of the check boxes provided.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes No

If the answer is yes, explain the circumstances in the following space:

Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p> <p>(attach Continuation Sheet(s) if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature Value _____</p>		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p>(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		

Authorized for Local Reproduction
Standard Form – LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known (e.g., Department of Transportation, United States Coast Guard).
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: City of Rancho Palos Verdes 2. Contract DBE Goal: 11%
 3. Project Description: Palos Verdes Drive South Compatible Bike Lane Safety Project
 4. Project Location: Palos Verdes Drive South, City of Rancho Palos Verdes
 5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section				
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				\$ _____ % _____
25. Local Agency Representative's Signature _____ 26. Date _____ 27. Local Agency Representative's Name _____ 28. Phone _____ 29. Local Agency Representative's Title _____				15. TOTAL CLAIMED DBE PARTICIPATION IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. 16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 20. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 13. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 14. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 15. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 16. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 17. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 18. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 20. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 21. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 23. Bid Opening Date** - Enter the date contract bids were opened.
- 24. Contract Award Date** - Enter the date the contract was executed.
- 25. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 26. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 27. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 28. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 29. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. [Click here to enter text.](#)

Bid Opening Date

The City of **Rancho Palos Verdes** established a Disadvantaged Business Enterprise (DBE) goal of **11%** for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
MONTHLY DBE TRUCKING VERIFICATION
CP-CEM 2404(F) (NEW 12/1999)

CONTRACT NO.			MONTH				YEAR
Truck Owner	DBE Cert No.	Company Name and Address	Truck No.	California Hwy Patrol CA No.	Commission or Amount Paid	Date Paid	Lease Arrangement (✓ if applicable)
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
TOTAL AMOUNT PAID					\$		
PRIME CONTRACTOR			BUSINESS ADDRESS			BUSINESS PHONE NUMBER	
<p><i>*Upon request, all Lease Agreements shall be made available, in accordance with the Special Provisions.</i></p> <p style="text-align: center;">I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT.</p>							
CONTRACTOR REPRESENTATIVE'S SIGNATURE			TITLE			DATE	

CEM-2404F (NEW 12/99)

COPY DISTRIBUTION: ORIGINAL - RESIDENT ENGINEER

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
MONTHLY DBE TRUCKING VERIFICATION
CP-CEM 2404(F) (NEW 12/1999)

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period, and the Year of the reporting period.

Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified), and the Name and Address of the trucking company. Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company/companies for work performed by DBE certified trucks and for any fees or commissions of non-DBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the following:

1. 100% for the trucking services provided by the DBE using trucks it owns, operates, and insures.
2. 100% for the trucking services provided by trucks leased from other DBE firms.
3. The fee or commission paid on non-DBEs for the lease of trucks. The prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires the date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable.

At the bottom of Form CEM 2404(F) is a space to put the name of the Prime Contractor, its Business Address, and its Business Phone No.

At the bottom of the form is a space for the Contractor or designee ("Contractor Representative") Signature, Title, and Date, certifying that the information provided on the form is complete and correct.

Final Report – Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency			4. Contract Completion Date		
5. Contractor/Consultant			6. Business Address				7. Final Contract Amount		
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment		
				Non-DBE	DBE				
15. ORIGINAL DBE COMMITMENT AMOUNT \$				16. TOTAL					

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.

GENERAL PROVISIONS

A. PROJECT PROVISIONS

1. UNITS OF MEASURE

The U.S. Standard Measures also called U.S. Customary System is the principal measurement system in these specifications and shall be used for construction, unless otherwise stated in the Contract Documents.

The project provisions applicable to this contract shall be those set forth in California Building Code (CBC), California Mechanical Code (CMC), California Plumbing Code (CPC), and 2007 California Electrical Code (CEC) & City Ordinance, the 2005 California Energy Standards and the Standard Specifications for Public Works Construction, 2015 edition, including all supplements, published by Building News, Inc., 1612 South Clementine Street, Anaheim, California 92802, hereinafter referred to as "Standard Specifications." The Standard Specifications are referred to and by this reference are made a part hereof as though set forth at length. The Contractor is required to comply with the Standard Specifications in addition to the conditions set forth in these General Provisions and Special Provisions.

B. LEGAL RELATIONS AND RESPONSIBILITY TO THE CITY

1. LAWS TO BE OBSERVED

The Contractor shall keep himself or herself fully informed on all existing and pending State and national laws and all municipal ordinances and regulations of the City, which in any manner affect those employed in the work, or the material used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. The Contractor shall particularly observe all ordinances of the City in relations to the obstruction of streets or conduct of the work, keeping open passageways and protecting the same where they are exposed or dangerous to traffic.

2. SOCIAL SECURITY REQUIREMENTS

The Contractor shall furnish to the City satisfactory evidence that he and all subcontractors working for him are complying with all requirements of the Federal and State Social Security legislation. The Contractor, at any time on request, shall satisfy the City that the Social Security and Withholding taxes are being properly reported and paid.

3. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

The Contractor's attention is directed to Labor Code Section 1725.5, which provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless

currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. This requirement applies to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015.

4. COMPLIANCE MONITORING AND POSTING JOB SITES

This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

5. PREVAILING WAGES

In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wages applicable to the work to be done under contract for public improvement. The Contractor will be required to pay to all those employed on the project sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1 and 1776."

A copy of said documents is on file and may be inspected in the office of the Director of Public Works. The Contractor shall post a copy of the prevailing wage rates at each job site.

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

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

6. PENALTIES

The Contractor shall comply with the provisions of Federal Davis-Bacon requirements, and California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.

7. WORKING HOURS

The Contractor shall forfeit, as penalty to the City, the sum of twenty-five (\$25.00) dollars for each worker employed in the execution of the contract by Contractor or by any subcontractor under him for each calendar day during which such worker is required or permitted to work more than forty (40) hours in any one calendar week, in violation of the provisions of Article 3, Chapter 1, Part 7, Division 1 of the Labor Code (Section 1810 et. seq.)

8. APPRENTICES

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

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under Contractor. It shall be Contractor's responsibility to ensure that all persons shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Department of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

9. LICENSE OF CONTRACTORS

Only a Contractor licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code shall be permitted to enter into a contract with the City for any public improvements.

10. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, (including a Rancho Palos Verdes business license), pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

11. PATENTS

The Contractor shall assume all responsibility arising from the use of any patented, or allegedly patented materials, equipment, devices or processes used on or incorporated in the work, and shall defend, indemnify, and hold harmless the City, and each of its officers, agents, and employees from and against any and all liabilities, demands, claims, damages, losses, costs, and expenses, of whatsoever kind or nature, arising from such use.

12. INDEMNITY

The Contractor agrees to indemnify and hold harmless the City, the Engineer of Record,

and others and to waive subrogation as set forth in the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution executed concurrently herewith, a copy of which is attached hereto and incorporated herein by this reference.

13. NOTICE

The address given in the Contractor's proposal is the place to which all notices to the Contractor shall be mailed or delivered. The mailing to or delivering at the above named place of any notice shall be deemed sufficient service thereof upon the Contractor, and the date of that service shall be the date of such mailing or delivery. Such address may be changed at any time by written notice signed by the Contractor and delivered to the Director of Public Works.

14. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the work by the City, by written action of the Director of Public Works, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the work by the action of the elements or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence of willful misconduct of the City, its officers, agents or employees. In the case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and the protection of work already completed and shall properly store and protect them if necessary and shall provide suitable drainage and erect temporary structures where necessary.

15. MAINTENANCE AND GUARANTEE

- (a) The Contractor hereby guarantees that the entire work constructed by Contractor under the contract will meet fully all requirements as to quality of workmanship and materials. The Contractor hereby agrees to make at Contractor's own expense any repairs or replacements made necessary by defects in materials or workmanship that become evident within one (1) year after the date of the City's acceptance of the entire project, which is when the City Council directs staff to file a Notice of Completion, and to restore to full compliance with the requirements of these specifications, including any test requirements set forth herein for any part of the project or work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the specifications. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the Director of Public Works. The Contractor and Contractor's sureties shall be liable to the City for the cost thereof.
- (b) The guarantees and agreements set forth in subsection (a) shall be secured by a surety bond which shall be delivered by the Contractor to the City

before the City's acceptance of the project. Said bond shall be in the form approved by the City Attorney and executed by a surety company or companies admitted in the State of California and satisfactory to the City, in the amount of 100 percent of the contract. Said bond shall remain in force for a period of one (1) year after the date that the City accepts the project. Alternatively, the Contractor may provide for the Faithful Performance Bond furnished under the contract to remain in force and effect for said amount until the expiration of said one (1) year period. If the Contractor wishes to pursue the option of extending the Faithful Performance Bond for an additional one (1) year period in lieu of a separate surety bond, the Contractor shall provide written evidence from the surety of such Faithful Performance Bond extension before the City's acceptance of the project. Delivery of the one-year surety bond or proof of Faithful Performance Bond extension shall be a condition precedent to the City Council's approval of the Notice of Completion.

16. COOPERATION

The Contractor is hereby notified that additional work within the work site may be scheduled during the course of this contract.

The Contractor shall cooperate with these and other projects in accordance with Sections 5-6 and 7-7 of the Standard Specifications.

Compensation for compliance shall be included in the various items of work, and no additional compensation shall be allowed therefor.

C. PROSECUTION AND PROGRESS OF THE WORK

1. WORK SCHEDULE

Prior to the Notice to Proceed, the Contractor shall submit a work schedule to the Director of Public Works or his authorized representative and obtain approval. Said schedule must show the dates of the expected start and completion of the various items of the contract work. This schedule will be used as a controlling document throughout the construction period.

2. SUBLETTING AND ASSIGNMENT

The Contractor shall give Contractor's personal attention to the fulfillment of the contract and shall keep the work under Contractor's control. The Contractor shall not assign, transfer nor sublet any part of the work without the written consent of the City by the Director of Public Works or his authorized representative and of the surety of the Contractor's bond, and such consent of Surety, together with a copy of the subcontract, shall be filed with the Director of Public Works. No assignment, transfer or subletting, even though consented to, shall relieve the Contractor of Contractor's liabilities under the contract. Subcontractors shall not be recognized as such, and all persons engaged in the project will be considered as employees of the Contractor, their work being subject to the

provisions of the contract and the specifications. Should any subcontractor fail to perform the work undertaken by him to the satisfaction of the Director of Public Works or his authorized representative, said subcontractor shall be removed immediately from the project upon request by the Director of Public Works, shall not again be employed on the work, and the Contractor shall be held liable for the deficient work. The Contractor shall submit to the City a list with the names, addresses and telephone numbers of all subcontractors who will work under Contractor.

3. CHARACTER OF WORKERS

The Contractor shall employ none but competent foremen, laborers and mechanics. Any overseer, superintendent, laborer or other person employed on the work by the Contractor who is intemperate, incompetent, troublesome or otherwise undesirable, or who fails or refuses to perform the work in the manner specified herein, shall be removed from jobsite immediately and such person shall not again be employed on the work.

4. AGENTS OR FOREMAN

In the absence of the Contractor from the site of the project, even if such is only of a temporary duration, Contractor must provide and leave at the site a competent and reliable English-speaking agent or foreman in charge. All notices, communications, orders or instructions given, sent to, or served upon, such agent or foreman by the Director of Public Works shall be considered as having been served upon the Contractor.

5. TEMPORARY STOPPAGE OF CONSTRUCTION ACTIVITIES

The Director of Public Works shall have the authority to suspend the contract work, wholly or in part, for such a period of time as the Director may deem necessary, due to unsuitable weather, or to such other conditions as the Director considers unfavorable for the proper prosecution of the work, or for such time as the Director may deem necessary due to failure on the part of the Contractor or Contractor's workers to carry out orders or to perform any of the requirements of the contract. The Contractor shall immediately comply with such an order from the Director of Public Works and shall not resume operations until so ordered in writing.

6. TIME OF COMPLETION AND LIQUIDATED DAMAGES

If all the contract work is not completed in all parts and requirements within the time specified in the contract documents, the City shall have the right to grant or deny an extension of time for completion, as may seem best to serve the interest of the City. The Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by acts of God or of the Public Enemy, acts of the State, fire not due to acts of contractors, of subcontractors, floods, epidemics, quarantine, restrictions, strikes, freight embargo or unusually severe weather, delays of subcontractors due to such causes, or work suspensions directed by the Director of Public Works or his authorized representative provided that the Contractor shall, within ten (10) days from the beginning of such delay, notify the City, in writing, of the cause of the delay. The City will ascertain the facts and the extent of the delay, if any, and the finding

thereon shall be final and conclusive. If the City deems it appropriate to assess the contractor liquidated damages, such damages shall be in the amount specified in this bid documents.

7. SUSPENSION OF CONTRACT

If at any time, in the opinion of the Director of Public Works, the Contractor fails to supply an adequate working force, manufactured articles, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in any by the terms of the contract, notice thereof in writing will be served upon Contractor, and should Contractor neglect or refuse to provide means for a satisfactory compliance with the contract within the time specified in said notice and as directed by the Director of Public Works, the Director of Public Works shall have the power to suspend the operation of the contract and discontinue all work or any part thereof, subject to review by the City Council. Thereupon the Contractor shall discontinue such work, or such part thereof as the City may designate, and the City may thereupon, by contract or otherwise, as it may determine, complete the work or such part thereof, and charge the entire expense of so completing the work or any part thereof to the Contractor, and for such completion the City itself or its Contractors may take possession of and use, or cause to be used in the completion of the work, or any part thereof, any such materials, implements and tools of every description as may be found at the place of such work. All expenses charged under this paragraph shall be deducted and paid for by the City out of any moneys then due or to become due the Contractor under the contract, or any part thereof, and in such accounting the City shall not be held to obtain the lowest figure for the work for completing the contract, or any part thereof, or for ensuring its proper completion, but all sums paid therefor shall be charged to the Contractor. In case the expenses so charged are less than sum which would have been payable under the contract, if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the amount payable under the contract, then the Contractor shall pay the amount of the excess to the City, upon completion of the work, without further demand being made therefor. In the determination of the question as to whether or not there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the contract.

D. MEASUREMENT AND PAYMENT

1. MEASUREMENT AND PAYMENT

Measure of the quantities of work and payments therefor shall be in accordance with Section 9 of the Standard Specifications. In accordance with Subsection 9-3.2 of the Standard Specifications, the monthly payment date shall be the last calendar day of each month. A measurement of work performed and a progress estimate of the value thereof based on the contract and of the monthly payment shall be prepared by the Contractor and submitted to the Director of Public Works or his authorized representative before the tenth day of the following month for verification and payment consideration. A five percent (5%) retention shall be withheld from each payment.

The following items shall be required as a part of Contractor payment requests. Incomplete submittal or omission of any of the following requirements shall be cause for rejection and return of payment requests to the Contractor for correction. All items shall be complete and current to the satisfaction of the Engineer. The Contractor shall provide all information for his own firm as well as each and every subcontractor. Payment requests shall include at least the following items:

- a breakdown of each pay item showing locations and quantities of work requested for payment
- submission of DBE information including DBE amounts completed to date, DBE providers, Monthly DBE Trucking Utilization Report, and certification that the Contractor is meeting DBE contractual requirements
- Certified Payroll Reports
- updated work schedule
- all change order requests complete to date, including all Force Account cost supporting documentation
- copies of all SWPPP and other Best Management Practices reports, and certification that BMP's are current and implemented
- certification of all federal requirement postings
- survey records, maps, cut sheets, calculations, and other data
- Subcontractor Change Requests and subcontractor data
- other forms or reports as may be required by contract

2. FINAL INVOICE AND PAYMENT

Whenever in the opinion of the Director of Public Works, the Contractor shall have completely performed the contract, the Director of Public Works or his authorized representative shall notify the City Clerk that the contract has been completed in its entirety. The Contractor shall then submit to the Director of Public Works or his authorized representative for approval, a written statement of the final quantities of contract items for inclusion in the final invoice. Upon receipt of such statement, the Director of Public Works or his authorized representative shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Director of Public Works' opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, less five percent (5%) of the total work done. The Director of Public Works shall then request that the City accept the work and that the City Clerk be authorized to file, on behalf of the City in the office of the Los Angeles County Recorder, a Notice of Completion of the work herein agreed to be done by the Contractor.

On the expiration of thirty-five (35) days after the date of recording the Notice of Completion, the City shall pay to the Contractor the amount remaining after deducting from the amount of value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract, and shall release the Faithful Performance Bond and Labor and Material Bond.

The Contractor may, at Contractor's sole cost and expense, substitute securities equivalent to any monies withheld by the Owner as provided in California Public Contract Code Section 22300. No such substitution shall be accepted until all documents related to such substitution are reviewed and found acceptable by the Owner's attorney.

3. EXTRA WORK

Extra work, when ordered in writing by the Director of Public Works or his authorized representative and accepted by the Contractor, shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon between the Contractor and the Director of Public Works. All extra work shall be adjusted daily upon report sheets prepared for the Director of Public Works or his authorized representative, furnished by the Contractor, and signed by both parties, and said daily report shall be considered thereafter the true records of extra work done.

The first sentence of Subsection 3-3.2.2.2 Basis for Establishing Costs, (a) Labor, of the Standard Specifications, is hereby deleted and replaced with the following:

The costs of labor will be the actual cost of wages of workers performing the extra work at the time the extra work is done, plus the applicable labor surcharge as set forth in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished, as well as assessments or benefits required by lawful collective bargaining agreements.

4. UNPAID CLAIMS

If upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by the Code of Civil Procedure of the State of California, any person or persons claiming to have performed any labor or furnished any materials, supplies or services towards the performance of completion of this contract or if they have agreed to do so, shall file with the City a verified statement of such claim, or if any person shall bring against the City or any of its agents any action to enforce such claim, the City shall until the discharge thereof, withhold from the moneys that are under its control, as much as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the cost thereof; provided, that if the City shall in its discretion permit the Contractor to file such additional bond as is authorized by the Code of Civil Procedure in a penal sum equal to one and one-quarter times the amount of said claim, said money shall not thereafter be withheld on account of such claim.

5. ACCEPTANCE

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the

warranty here in above. The Contractor agrees that payment of the amount due under the contract and the adjustments and payments due for any work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of work performed under the contract or any alteration thereof.

E. CONTROL OF WORK

1. AUTHORITY OF THE DIRECTOR OF PUBLIC WORKS

The Director of Public Works shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and work performed as to the manner of performance and rate of progress of the work, and any and all questions, which may arise as to the interpretation of the plans and specifications. The Director of Public Works shall likewise decide any and all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and all questions as to claims and compensations. The decision of the Director of Public Works shall be final, and he shall have relative authority to enforce and make effective such decisions and actions as the Contractor fails to carry out promptly.

For the purposes of routine and normal supervision and coordination of work, the Director of Public Works is the City's authorized representative for all work within the scope of this agreement.

2. CONFORMITY WITH PLANS AND ALLOWABLE VARIATION

Finished surfaces shall in all cases conform to the lines, grades, cross-sections and dimensions shown on the plans. Minor deviations from approved plans, whenever required by the exigencies of construction, shall be determined in all cases by the Director of Public Works and authorized in writing. All such deviation shall be recorded on "as-built" plans and submitted to the Director of Public Works or his authorized representative, upon project completion.

3. PROGRESS OF THE WORK

The Contractor's working days shall begin on the date stated in the Notice To Proceed, which will be issued following the scheduling conference. The Contractor shall diligently prosecute the work to completion before the expiration of the time limit appearing in the specifications.

4. SAMPLES

The Contractor shall furnish all products and materials required to complete the work. All materials and products must be of the specified quality and fully equal to samples, when samples are required. Whenever required, the Contractor shall submit to the Director of Public Works or his authorized representative for test, and free of charge, samples of any one of the materials or products proposed to be used in the work. Said samples shall be delivered by the Contractor to the place within the City designated by

the Director of Public Works. Rejected materials must be immediately removed from the work by the Contractor and shall not be brought back to the site.

5. TRADE NAMES AND ALTERNATIVES

For convenience in designation on the plans or in the specifications, certain equipment or articles or materials to be incorporated in the work may be designated under a trade name of manufacturer and the catalog information. The use of an alternative equipment or an article or equipment which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the approval of the Director of Public Works or his authorized representative, in accordance with the following required by Section 3400 of the Public Contract Code of the State of California:

The burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and Contractor shall furnish, at Contractor's own expense, all information necessary or related thereto as required by the Director of Public Works or his authorized representative. The Director of Public Works shall be the sole judge as to the comparative quality and suitability of alternative equipment or articles or materials and the Director's decision shall be final. All requests for substitution shall be submitted, together with all documentation necessary for the Director to determine equality, within 20 days following the award of the contract.

6. PROTECTION OF WORK

The Contractor shall continuously maintain adequate protection of all Contractor's work from damage, and the City will not be held responsible for the care or protection of any material, equipment or parts of work, except as expressly provided for in the specifications.

7. CONFLICT OF TERMS

The notice to bidders, proposal, plans, specifications and General Provisions are essential parts of the contract for a given project. These documents, together with the necessary bonds and bidder's guarantee, constitute the contract as defined herein, and a requirement included in one document shall be as binding as though included in all, as they are intended to be cooperative and to provide a description of the work to be done. Should there be any conflict or discrepancy between terms used, then the specifications shall govern over plans, and change orders and supplemental agreements shall govern over any other contract document.

8. INTERPRETATION OF PLANS AND SPECIFICATIONS

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained on the plans or in the specifications, the Contractor shall request the Director of Public Works or his authorized representative for such further explanation as may be necessary, and shall conform to such explanation or interpretation as part of the contract, so far as may be consistent with the intent of the original specifications. In the event or doubt of questions relative to the true meaning of the

specifications, reference shall be made to the City Council, whose decision thereon shall be final.

9. INCREASES AND DECREASES OF THE WORK TO BE DONE

The City reserves the right to increase or decrease the quantity of any item or portion of the work described on the plans, the specifications or the proposal form or to omit portions of the work so described, as may be deemed necessary or expedient by the Director of Public Works and the Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done.

10. ALTERATIONS OF THE WORK TO BE DONE

By mutual consent of the parties signatory to the contract, alterations, modifications or deviations from the type of work may be described on the plans, specifications or on the proposal form may be made without in any way making the contract void. The price to be paid by the City to the Contractor for such altered or modified work shall be agreed upon in writing, endorsed upon the original contract and signed by the proper parties to said contract.

Whenever, during the progress of the work, such changes or modifications are deemed necessary by the Director of Public Works and agreed upon, as aforesaid, said deviations shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original contract.

11. EXTRA WORK

New and unforeseen work will be classed as extra work only when said work is not covered and cannot be paid for under any of the various items or combination of items for which a bid price appears on the proposal form. The Contractor shall not do any extra work except upon written order from the Director of Public Works or his authorized representative. Compensation for such extra work shall be previously agreed upon in writing between the Contractor and the Director of Public Works or his authorized representative.

12. PUBLIC UTILITIES

- (a) All of the existing utility facilities except those to be relocated as shown on the plans will remain in place and the Contractor will be required to work around said facilities. In case it should be necessary to remove the property of a public utility or franchise, such owner will, upon proper application by the Contractor, be notified by the Director of Public Works or his authorized representative to move such property within a reasonable time, and the Contractor shall not interfere with said property until after the expiration of the time specified. The right is reserved to the owners of public utilities or franchises to enter upon the project site for the purpose of making repairs or changes in their property, which may be necessary as

a result of the work. The Contractor shall also schedule and allow adequate time for those relocations or modifications necessary for the project by the respective utility owners. Employees and agents of the City shall likewise have the privilege of entering upon the street for the purpose of making any necessary repairs or replacements.

- (b) The Contractor shall employ and use only qualified persons, as hereinafter defined, to work in proximity to Southern California Edison secondary, primary and transition facilities. The term “qualified person” shall mean one, who by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved, as more specifically defined in Section 2700 of Title 8 of the California Administrative Code. The Contractor shall take such steps as are necessary to assure compliance by any subcontractors.

13. PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY

Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at Contractor’s own cost, free of charges to the City. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the proposal form and specifications, and found necessary during the process of construction, (but not due to damage resulting from carelessness on the part of the Contractor during Contractor’s operation), shall be paid to the Contractor at the unit prices submitted in his bid.

14. REMOVAL OF INTERFERING OBSTRUCTIONS

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character met during the process of excavation, it is understood that the cost of said removals are made a part of the unit price bid to the Contractor under the item for Clearing and Grubbing.

15. QUALITY OF MATERIAL

Materials shall be new, and of specified kind and quality, and fully equal to samples when samples are required. When the quality or kind of material or articles shown required under the contract is not particularly specified, the Contractor shall estimate that the City will require articles and materials representing the best of their class or kind or at least equal to the class or quality of similar articles, existing articles or materials when specified. Materials shall be furnished in such quantities and kinds and at such times as to ensure uninterrupted progress for the work. They shall be stored properly and protected as required. The Contractor shall be entirely responsible for damage or loss by weather or any other cause.

16. REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK

It is the intent of the specifications that only first-class work, materials and workmanship will be acceptable. All work which is defective in its construction or deficient in any of

the requirements of the specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction. Any work done beyond the lines shown on the plans or established by the Director of Public Works or his authorized representative, or any extra work done without written authority will be considered as unauthorized and will not be paid for. Upon failure on the part of the Contractor to comply forthwith with any order of the Director of Public Works made under the provisions of this paragraph, the Director of Public Works shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any moneys due or to become due the Contractor. If the work is found to be in compliance with these specifications, the Director of Public Works will furnish the Contractor with a certificate to that effect.

17. SUPERVISION

All manufactured products, materials and appliances used and installed and all details of the work shall at all times be subject to the supervision, test and approval of the Director of Public Works or his authorized representatives. The Director of Public Works or his authorized representatives shall have access to the work at all times during construction, and shall be furnished with every reasonable facility for securing full knowledge with regard to the progress, workmanship and character of the materials used or employed in the work.

Whenever the Contractor varies the period during which work is carried on each day, he shall give adequate notice to the Director of Public Works or his authorized representative so that proper inspection may be provided. Any work done in the absence of the Director of Public Works or the Director of Public Works' agent will be subject to rejection. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have previously been accepted or estimated for payment.

The Contractor shall prosecute work on any State highway or with any railroad right-of-way only in the presence of an inspector representing the State Division of Highways or the railroad company, and any work done in the absence of such inspectors will be subject to rejection. The Contractor shall make the appropriate notification according to the instructions given on the State Encroachment Permit or railroad permit for all inspections, and shall post all bonds and certificates required by the permit. The permit shall be acquired by the Contractor at the Contractor's expense. The Contractor shall pay for all testing and inspections required by a State Encroachment Permit or railroad permit.

18. SOIL COMPACTION TESTING

Any soil compaction testing, geotechnical observation and certification shall be provided by a Geotechnical Testing Company and paid for by the City.

19. PRESERVATION OF PROPERTY

Existing improvements in areas adjoining the property whereon demolition and removal is being performed shall be protected from injury or damage resulting from operations of the Contractor and the Contractor shall be responsible for such damage. In like manner any building, structure, tree, shrub, or other item designated for preservation on the property where demolition and removal is being performed shall be similarly protected and preserved. When necessary, roots of trees to be preserved must be pruned in an acceptable manner to maximize the probability of recovery of the said tree.

20. DUST CONTROL

The Contractor shall provide such dust laying equipment and methods as may be required to protect adjacent property from annoyance or damage from dust caused by his operations, and failure to control such dust shall be cause for the Director of Public Works or his authorized representative to stop the work until said dust is controlled, and the Contractor shall have no recourse to collect from the City for any loss of time or expense sustained by him due to such suspension of work.

The contractor shall clean all areas affected by his/her work in a manner which is acceptable by the Director of the Public Work or his/her designee. If the City is not satisfied with the cleaning work, the city may urgently hire another cleaning crew to clean the area and back charge the contractor for all cost incurred to the City including City staff time.

21. SELECTED MATERIALS

Existing materials excavated within the project limits that meet the specifications for trench backfill, topsoil, or other selected materials may be used to fulfill all or a portion of the requirements for such materials. No additional compensation will be allowed for excavation, stockpiling, overhaul, or placing selected materials encountered in the excavation.

22. SURPLUS MATERIALS

The Contractor shall furnish written consent from the owner of the property where it is intended to dispose of the surplus material. Surplus excavation shall become the property of the Contractor.

23. CLEAN UP

During all phases of construction, the Contractor shall maintain a clean work site; the Contractor shall be responsible for the removal and disposal of all concrete, asphalt, tree roots, and any other debris resulting from the work performed on a daily basis. Full compensation for clean-up shall be considered as included in the prices for the various contract items and/or per the SWPPP or BMP bid item as appropriate.

24. EQUIPMENT REQUIREMENTS

The Contractor shall provide a lead car with a “Wide Load” warning sign to lead the movement of any equipment exceeding 7 feet in maximum horizontal dimension over any street to the location of the scheduled work site. Equipment will be subject to a fine of one hundred dollars for each violation as determined by the Director of Public Works or his authorized representative. Any other violations shall be subject to the vehicle code of the State of California. Full compensation for the cost of furnishing the lead vehicles and adhering to the requirements of this section shall be considered as included in the prices for the various contract items of work, and no additional compensation will be allowed therefor.

25. PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged parts of the project as a result of vandalism (i.e., vehicle tracks, footprints, writing, etc.) and will respond to alleged damage to private property and/or vehicles within twenty four (24) hours of notification. If deemed necessary by the City, the Contractor shall repair the defective area in accordance with these Special Provisions.

26. SPRINKLER SYSTEMS & LANDSCAPING

Any sprinkler system damaged during the Contract shall be repaired by the Contractor at no additional cost within 24 hours of notification. All damaged sprinkler and irrigation parts shall be replaced in-kind. If repair is not completed within said limit, the City shall have the authority to complete such work and deduct cost plus 20 percent administration thereof from any moneys due or to become due to the Contractor. Furthermore, a penalty of \$500 per day shall be applied for each day beyond the 24-hour period that the damaged irrigation system has not been repaired to function properly (as determined by the City’s inspector).

27. CONTRACTOR’S SUPERINTENDENT AND PROJECT MANAGER

The Contractor shall designate in writing and keep on the work at all times during its process a competent, full-time, technically qualified superintendent, who shall not be replaced without written notice to the Director of Public Works or his authorized representative except under extraordinary circumstances. The Contractor’s superintendent shall be present at the site of the work at all times while work is in progress. The Superintendent’s sole duties shall be to supervise a full work crew and coordinate activities pertaining to any work performed by the Contractor or its subcontractors, including traffic control and public notifications. Failure to observe this requirement shall be considered as suspension of the work by the Contractor until such time as such superintendent is again present at the site. The Director of Public Works or his authorized representative shall have the right, at any time, to direct a change in the Contractor’s superintendent, if the performance is unsatisfactory, as determined by the Director of Public Works or his authorized representative, in its sole discretion.

The Contractor shall designate in writing and keep on the work at all times during its process a competent, full-time, technically qualified project manager, who shall not be replaced without written notice to the Director of Public Works or his authorized representative except under extraordinary circumstances. The Contractor's project manager shall be responsible for overall administration and coordination of the work including, but not limited to processing of schedules, discussion of change orders and extra work and coordination and distribution of the Daily Reports. The Director of Public Works or his authorized representative shall have the right, at any time, to direct a change in the Contractor's project manager, if the performance is unsatisfactory, as determined by the Director of Public Works or his authorized representative, in its sole discretion.

28. WORK AFTER REGULAR HOURS

No work shall be performed after regular working hours, or work in excess of 8 hours a day, or on Saturday, Sunday, or any legal holiday and if approved by the City, the Contractor shall pay the City any additional cost incurred by the City as a result of such work.

Any of the additional costs incurred by the City due to afterhours work by the Contractor will be deducted from any monies due or to become due to the Contractor.

29. CONTRACTOR'S DAILY REPORTS

The Contractor shall complete consecutively numbered legible daily reports indicating the number of people working, their names, a narrative description of work performed, the individual locations of the work, serviceable major equipment in use, serviceable major equipment idled, serviceable major equipment down for repairs, sub-contractors working at site, weather conditions, temperature, start time, finish time, and the date. The Contractor's Superintendent shall sign each report. The daily report shall be completed on forms prepared by the Contractor and acceptable to the Director of Public Works or his authorized representative. No progress payments will be processed or made to the Contractor unless all daily reports are completed to the date of submittal of application for payment.

30. REQUEST FOR WORKING DAYS

The Contractor shall notify the Director of Public Works or his authorized representative separately in writing within 7 calendar days after the occurrence of a delay, when the Contractor believes that it is entitled to an additional working day per any day the Contractor is prevented from working at the beginning of the workday, for cause defined in Section 6-6.1 of the Standard Specifications, or any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as defined in Section 6-6.1 of the Standard Specifications. The Contractor's failure to give written notice in the time period specified above shall constitute a waiver of all claims for an additional work day, whether direct or consequential in nature and that day will be counted as a working day. Upon receipt of the Contractor's written request, the Director of Public Works or his authorized representative will then make a

determination of whether the day or days the Contractor is requesting shall be counted as working days.

31. DEFECTIVE MATERIALS

All materials not conforming to the requirements of these specifications shall be considered as defective and all such materials shall be removed immediately from the site of the work unless otherwise permitted by the Director of Public Works or his authorized representative. Upon failure on the part of the Contractor to comply with any order by the Director of Public Works or his authorized representative made under the provisions of this article, the Director of Public Works shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due to the Contractor.

32. SOUND AND VIBRATION CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances. No internal combustion engine shall operate on the project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including, but not limited to truck, transit mixers or transit equipment that may or may not be owned by the Contractor.

33. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate the contents, fully complying with the applicable material requirements.

34. FINAL CLEAN UP

Upon completion of the project and before making application to the Director of Public Works or his authorized representative for acceptance of the work, the Contractor shall clean all the streets and ground occupied by Contractor in connection with the project, of all rubbish, debris, excess material, temporary structures and equipment, leaving the entire site of the work in a neat and presentable condition. This clean-up by the Contractor shall include removal of all USA dig-alert markings and construction markings of all kinds by power-washing or other method approved by the Director of Public Works, or his authorized representative. Painting over the USA dig-alert markings is not considered an acceptable method of removal.

A list of final punchlist items shall be provided to the Contractor by the City. Upon Contractor's receipt of this final punchlist, the Contractor shall have 14 calendar days to complete all items on the punchlist. PENALTIES FOR NONCOMPLIANCE : \$500 for each day after the 20-calendar-day period that there are still remaining punchlist items to

be completed by the Contractor.

35. CONTRACTOR'S REQUEST FOR FINAL INSPECTION

When the Contractor believes all the contract work is complete in all parts and requirements, the Contractor will notify the Director of Public Works or his authorized representative in writing through a certificate of completion form, which will be provided to the Contractor at the pre-construction conference.

After the City receives the Contractor's certificate of completion, the Director of Public Works or his authorized representative will review the Contractor's work for substantial performance with the contract documents. If the Director of Public Works or his authorized representative deems the work substantially performed, the Public Works Director will prepare a list of any minor remaining items of work to be completed. The Contractor shall complete all work on the list to the satisfaction of the Director of Public Works or his authorized representative within 30 calendar days after the date of the list or the Contractor waives any and all claims to all monies withheld by the City under the Contract to cover the value of all such uncompleted or uncorrected items, including any additional engineering, administration, or inspection costs. If the work was not substantially performed, working days will continue to accrue against the Contractor.

36. RESOLUTION OF PUBLIC WORKS CLAIMS

This contract is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This contract hereby incorporates the provisions of Article 1.5 as through fully set forth herein.

37. TRENCHES AND EXCAVATIONS

In accordance with Public Contract Code Section 7104, whenever the digging of trenches or other excavations extend deeper than 4 feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any: 1) Material that the Contractor believed may be material that is hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; 2) Subsurface or latent physical conditions at the site differing from those indicated; or 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the

procedures described in the Contract. In the unlikely event that a dispute arises between the City and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract.

The Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties. Where applicable, Contractor shall comply with the trench or excavation permit requirement found in Labor Code Section 6500 and the excavation safety requirements found in Labor Code Section 6705. No excavation shall be left open during the weekends or Holidays.

38. CONSTRUCTION & DEMOLITION MATERIALS RECYCLING REQUIREMENTS

Subsection 7-15 is hereby added to the Standard Specifications:

PART 1 GENERAL

7-15.1.1 SUMMARY

A. This Section includes the following: procedures for ensuring optimal diversion of construction and demolition (C&D) waste materials generated by the Work within the limits of the Construction Schedule and Contract Sum.

1. The Integrated Solid Waste Management Act of 1989 ("AB 939"), requires that localities throughout the state develop source reduction, reuse, recycling, and composting programs to reduce the tonnage of solid waste disposed in landfills by 50%; this requirement may increase in the future. C&D waste materials generated by the Work are targeted to achieve these diversion rates.
2. A minimum of 50% by weight of the solid wastes generated in the Work shall be diverted from landfill disposal through a combination of reuse, recycling, and composting activities.
3. This section includes requirements for submittal of C&D Debris Management Plan prior to the commencement of the Work, and during the project, submittal of Contractor's quantitative reports for construction and demolition waste materials generated by the Contractor as a condition of approval of progress payments submitted to the Contracting Officer, and following completion of the project, as a condition of the release of final project retention.

7-15.1.2 DEFINITIONS

A. Class III Landfill. A landfill that accepts non-hazardous waste such as household, commercial, and industrial waste, resulting from construction, remodeling, repair, and demolition operations. A Class III landfill must have a solid waste facilities permit from

the California Department of Resources Recycling and Recovery (CalRecycle) and is regulated by the Enforcement Agency (EA).

- B. Construction and Demolition Debris/Materials or C&D Debris/Materials. Building materials and solid waste resulting from construction, remodeling, repair, cleanup, or demolition operations that are not hazardous as defined in California Code of Regulations, Title 22, Section 66261.3 et seq. This term includes, but is not limited to, asphalt, concrete, Portland cement, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, and steel. The debris may be commingled with rock, soil, tree stumps, and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.
- C. Contracting Officer. The City of Rancho Palos Verdes Director of Public Works or designee.
- D. C&D Recycling Center. A facility that receives only C&D material that has been separated for reuse prior to receipt, in which the residual (disposed) amount of waste in the material is less than 10% of the amount separated for reuse or recycling, by weight.
- E. Disposal. Final deposition of C&D or inert debris into land, including stockpiling onto land of construction and demolition debris that has not been sorted for further processing or resale, if such stockpiling is for a period of time greater than 30 days; and construction and demolition debris that has been sorted for further processing or resale, if such stockpiling is for a period of time greater than one year, or stockpiling onto land of inert debris that is for a period of time greater than one year.
- F. Diversion or Divert. The reuse, recycling or composting of construction and demolition debris to avoid disposal in a landfill.
- G. Enforcement Agency (EA). Enforcement agency as defined in Public Resources Code 40130.
- H. Inert Disposal Facility or Inert Waste Landfill. A disposal facility that accepts only inert waste such as soil and rock, fully cured asphalt paving, uncontaminated concrete (including fiberglass or steel reinforcing rods embedded in the concrete), brick, glass, and ceramics, for land disposal.
- I. Inert Solids or Inert Waste. Non-liquid solid wastes including, but not limited to, soil and concrete that do not contain hazardous waste or soluble pollutants at concentrations in excess of water quality objectives established by a regional Water Board pursuant to Division 7 (Sections 13000, et seq) of the California Water Code and does not contain significant quantities of decomposable solid resources.
- J. Mixed C&D Debris. Loads that include commingled recyclable and non-recyclable C&D debris generated at the construction site.
- K. Mixed Debris Recycling Facility. A processing facility that accepts loads of solid waste

and/or recycling materials for the purpose of recovering reusable, recyclable, and compostable materials and disposing the non-recyclable residual materials.

- L. Recycling. The process of sorting, cleansing, treating and reconstituting materials for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating or thermally destroying solid waste.
- M. Reuse. The use of a material that might otherwise be discarded, in the same or similar form as it was produced.
- N. Separated for Reuse. Materials, including commingled recyclables, that have been separated or kept separate from the solid waste stream for the purpose of additional sorting or processing of those materials for reuse or recycling in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, and includes materials that have been “source separated.”
- O. Solid Waste. Refer to Public Resources Code Section 40191.
- P. Source-Separated. Materials, including commingled recyclables, that have been separated or kept separate from the solid waste stream at the point of generation, for the purpose of additional sorting or processing of those materials for reuse or recycling in order to return them to the economic mainstream in the form of raw materials for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.
- Q. Waste Hauler. A company that possesses a valid permit from the City of Rancho Palos Verdes to collect and transport solid wastes from individuals or businesses for the purpose of recycling or disposal.

7-15.1.3 SUBMITTALS (see Appendix for submittal forms and other information)

- A. The C&D Waste Management Plan consists of two submittals: prior to commencement of work (Project Information and Pre-Project Worksheet), and following completion of the project (Post-Project Worksheet). The Contractor may be required to submit interim progress reports during the project.
- B. The C&D Debris Waste Management Plan requirements, resources and forms are contained in the Appendix.
- C. Project Information Form and Pre-Project Information Worksheet (Prior to commencement of work).
 - 1. Prior to commencing the Work, submit the completed Project Information (Form A) and Pre-Project Worksheet (Form B). Submit on forms included in Appendix. Forms A and B must include, but not be limited to, the following information:
 - (a) Contractor’s name and project information.

- (b) Estimated quantities of materials to be generated, diverted and disposed. Review Contract Documents and estimate the types and quantities of materials under the Work that are anticipated to be feasible for on-site processing, or source separation for reuse or recycling. Indicate the procedures that will be implemented to effect jobsite source separation, such as identifying a convenient location where dumpsters would be located, putting signage to identify materials to be placed in dumpsters, etc.
 - (c) Names of haulers and names and locations of re-use, recycling, processing and disposal facilities/sites.
 - (d) Tonnage calculations that demonstrate that Contractor will divert a minimum 50% by weight of the construction and demolition waste materials generated in the Work, and 100% of the land clearing debris.
- 2. Forms A & B must be approved by the Contracting Officer prior to the Start of Work.
 - 3. Contractor's C&D Debris Waste Management Plan will not otherwise relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures.
 - 4. Requests for exemptions to the diversion requirements must be submitted to the City prior to commencement of Work. Contractor must provide adequate information to support the request for exemption and explanation of why the diversion requirements cannot be achieved. Requests for exemptions will be considered on a case-by-case basis by the City, and a determination will be made to accept or reject the request for an exemption.

D. C&D Debris Post-Project Summary (After completion of project).

- 1. Submit the completed Post-Project Summary (Form C) on the form attached with each application for progress payment. Failure to submit the form and its supporting documentation will render the application for progress payment incomplete and delay progress payments. If applicable, include manifests, weight tickets, receipts, and invoices specifically identifying the processes and/or facilities used for reuse and recycled materials, including but not limited to the following:
 - (a) On-site crushing of asphalt and concrete for use on-site or off-site.
 - (b) Reuse of building materials or salvageable items.
 - (c) Source separated recycling facilities.
 - (d) Mixed debris recycling facilities.

- (e) Recycling of C&D debris, including soils, as landfill alternative daily cover.
 - (f) Delivery of soils or mixed inerts to an inert landfill or other use.
 - (g) Disposal of soils or other materials at a landfill or transfer station.
 - (h) Other (describe).
2. The Post-Project Summary (Form C) must quantify all materials generated in the Work, disposed in Class III Landfills, or diverted from disposal through recycling. Indicate zero (0) if there is no quantity to report for a type of material. Include the following information on the form:
- (a) Indicate project name and address, name of the Contractor completing the Summary Report and compiling backup documentation, the printed name and signature of the person completing the form, and the date that the Post-Project Summary is completed.
 - (b) Report disposal or recycling either in tons or in cubic yards. If scales are available at disposal or recycling facility, report in tons; otherwise, report in cubic yards. Report in units for salvage items when no tonnage or cubic yard measurement is feasible.
 - (c) Indicate locations to which materials are delivered for reuse, salvage, recycling, accepted as daily cover, inert backfill, or disposal in landfills or transfer stations.
 - (d) Provide legible copies of weigh tickets, receipts, or invoices that specifically identify the project generating the material. The documents must be from recyclers and/or disposal site operators that can legally accept the materials for the purpose of reuse, recycling, or disposal.

PART 2 PRODUCTS

(Not used.)

PART 3 EXECUTION

7-15.3.1 SALVAGE, REUSE, RECYCLING AND PROCEDURES

- A. Identify reuse, salvage, and recycling facilities. Contact your Project Manager for a list of local organizations and companies.
- B. Develop and implement procedures to reuse, salvage, and recycle new construction, demolition, and excavation materials, based on the Contract Documents, the C&D Debris Waste Management Plan, estimated quantities of available materials, and availability of recycling facilities. Procedures may include on-site recycling, source separated recycling,

and/or mixed debris recycling efforts.

1. Identify materials that are feasible for salvage, determine requirements for site storage, and transportation of materials to a salvage facility.
2. Explore the possibility of reusing project job-site inert materials, such as rock, concrete, dirt and aggregate, on-site for road base or other similar uses.
3. Source separate new construction, excavation and demolition materials including, but not limited to the following types:
 - (a) Asphalt.
 - (b) Concrete, concrete block, slump stone (decorative concrete block), and rocks.
 - (c) Red Clay Brick.
 - (d) Soils.
 - (e) Other materials, as appropriate, such as wood and corrugated cardboard.
4. Develop and implement a program to transport loads of mixed (commingled) construction and demolition materials that cannot be feasibly source separated to a mixed materials recycling facility.

7-15.3.2 DISPOSAL OPERATIONS AND WASTE HAULING

- A. Legally transport and dispose of materials that cannot be delivered to a source separated or mixed recycling facility to a transfer station or disposal facility that can legally accept the materials for the purpose of disposal.
- B. Use a permitted waste hauler or Contractor's trucking services and personnel. To confirm valid permitted status of waste haulers, contact the City of Rancho Palos Verdes Public Works Department at (310) 544-5245.
- C. Become familiar with the conditions for acceptance of new construction, excavation and demolition materials at recycling facilities, prior to delivering materials.
- D. Legally transport and deliver to facilities that can legally accept new construction, excavation and demolition materials for purpose of re-use, recycling, or composting
- E. Do not burn, bury or otherwise dispose of solid waste on the project job-site.

7-15.3.3 REUSE AND DONATION OPTIONS

- A. Implement a reuse program to the greatest extent feasible. Options for reuse may include, but are not limited to:

1. Los Angeles County Materials Exchange (LACoMax) LACoMAX is a free service provided by the Los Angeles County Department of Public Works, Environmental Programs Division, designed to help residents, businesses, and organizations in Los Angeles County find markets for their industrial by-products, surplus materials, and other would-be discards. All exchanges are coordinated between the parties. The site can be accessed at www.ladpw.org/epd/lacomax.
2. California Materials Exchange (CalMAX) is a free service provided by the State of California, Department of Resources Recycling and Recovery (CalRecycle) that connects businesses, organizations, manufacturers, schools, and individuals with online resources for exchanging materials. The site can be accessed at www.calrecycle.ca.gov/CalMAX.
3. Habitat for Humanity ReStore resale outlets accept donated home improvement goods like furniture, home accessories, building materials and appliances. The materials are sold to the general public. The proceeds help local Habitat affiliates fund the construction of Habitat homes within their communities. Locations of ReStores can be found at: www.habitat.org/restores.

7-15.3.4 REVENUE

- A. Revenues or other savings obtained from recycled, re-used, or salvaged materials shall accrue to Contractor unless otherwise noted in the Contract Documents.

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SECTION II: SPECIAL PROVISIONS

PALOS VERDES DRIVE SOUTH COMPATIBLE BIKE SAFETY LANES FEDERAL PROJECT NO. CML-5413(012)

A. GENERAL PROJECT INFORMATION

1. REQUIREMENTS

All work embraced herein shall be accomplished in accordance with the applicable portions of the “Standard Specifications for Public Works Construction,” the 2015 edition, including all supplements, herein referred to as “Standard Specifications, except as modified by these Special Provisions and the Project Plans.

The U.S. Standard Measures also called U.S. Customary System is the principal measurement system in these specifications and shall be used for construction, unless otherwise stated in the Contract Documents.

In addition to the above, the Contractor shall comply with the requirements of the following:

- (a) Notice Inviting Sealed Bids
- (b) Instructions to Bidders
- (c) Proposal
- (d) Bid Bond
- (e) Information Required of Bidders
- (f) Contract Agreement
- (g) Faithful Performance Bond
- (h) Labor and Material Bond
- (i) Statement Acknowledging Penal and Civil Penalties Concerning the Contractor’s Licensing Laws.

2. DEFINITION OF TERMS

Wherever in the “Standard Specifications” terms are used, they shall be understood to mean and refer to the following:

Agency	City of Rancho Palos Verdes
Board	City Council, City of Rancho Palos Verdes
Engineer	The Director of Public Works, acting either directly or through the properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Special Provisions	All Contract Documents, including the Special and Technical Provisions.

3. PROJECT PLANS

The location of the work, its general nature, extent, form and detail of the various features are listed as a part of these Specifications. Excerpted pages from the Construction Plans for the pipe are issued for reference only.

4. SCOPE OF WORK

In general, the work comprises of providing traffic control, construction survey, sawcutting existing asphalt pavement, unclassified excavation, PCC curb, asphalt pavement road widening, relocation of irrigation control lines and valves/boxes, landscape restoration, bark mulch installation, relocation of water meters, traffic striping and markings, and raised pavement markers. The work to be done shall include furnishing all materials, equipment, tools, labor, and incidentals as required by the Specifications, and Contract Documents, in the City of Rancho Palos Verdes, California.

5. NOTICE TO PROCEED

Upon award of this contract and signing the contract documents, the City shall issue the Contractor a Notice to Proceed for each well project. Contract period shall commence on the date in the Notice to Proceed. Working days are defined as Monday through Friday, with the exception that no work may take place on the following City holidays:

- Memorial Day
- Independence Day
- Labor Day
- Election Day
- Thanksgiving Day
- Day after Thanksgiving Day
- December 24, 25 through January 1

In addition, no work will be allowed on any special election day which may be declared. Should a special day be declared, a time extension of one working day will be granted for each day.

The City will not authorize any work to be done under these Specifications before the contract agreement has been fully executed; and any work that is done by the contractor

in advance of such time shall be considered as being done at Contractor's own risk and responsibility, and as a consequence will be subject to rejection by not having been done in the presence of the Director of Public Works or Inspector as provided in Section 2-10 of the Standard Specifications.

In the event that the Director of Public Works shall be of the opinion that the work is being inadequately or improperly executed in any respect, he/she may demand that the Contractor improve or change the execution of the work in such manner as to assure proper and timely completion.

6. UTILITIES

It is anticipated that these existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that these utility facilities are not damaged during his operations. The Contractor shall notify the following utility companies prior to the beginning of any work:

AGENCY	TELEPHONE NUMBER
City of Rancho Palos Verdes	(310) 544-5252
Southern California Edison Company	(310) 783-1156
Southern California Gas Company	(310) 687-2020
Verizon	(310) 793-4159
California Water Service Company	(310) 541-2438
Cox Communications	(310) 551-5020 x30
EDCO (trash hauler)	(310) 540-2977
LA County Department of Public Works (sewer)	(626) 458-4357
Sanitation District of Los Angeles County	(562) 699-7411 x1205
USA	811

7. STREET CLOSURES

No closure of any street shall be allowed unless prior written permission is obtained from the Director of Public Works or his authorized representative. If permission to close a street is granted, then the Contractor is required to notify the Engineer in writing at least five (5) working days in advance of street closures, and all emergency services, public transportation services, garbage collections services, and school bus services, and other agencies as determined by Department of Public Works shall be notified by the contractor in writing of the locations, time and date of the closures a minimum four (4) working days in advance of street closures. In case of schedule changes, the emergency services, etc., shall be notified by telephone at least two (2) days in advance of the street closure.

For construction in the vicinity of a school, the Contractor shall contact the Palos Verdes Unified School District, obtain a school schedule, and school circulation plan and incorporate information into the project's schedule and traffic control, such that within 1,000 feet of the school on routes serving the school for student arrivals and departures are not impacted between one hour before and one half hour after the school day start time and one hour before or one half hour after school day end time.

AGENCY	TELEPHONE NUMBER
Peninsula Fire Department #53	(310) 377-3333
Los Angeles County Sheriff's Department	(310) 539-1661
Western Waste Industries	(310) 830-7100
MTA (bus)	(213) 626-4455
LA County Fire Department	(310) 830-3361
Los Angeles School District	(818) 997-2455
PV Transit	(310) 544-7108
Peninsula Dial-A-Ride	(310) 544-7108
Waste Management	(800) 669-6580
Postmaster	(310) 377-6833
BFI	(310) 329-4115
Palos Verdes Unified School District	(310) 378-9966
Ivy Rubbish Disposal	(310) 530-2899

8. CONFERENCE

The Contractor shall attend a pre-construction meeting with the Director of Public Works or his authorized representative, which shall be held a minimum of **five (5) working days** prior to commencement of any work.

The Contractor shall submit his 24-hour emergency telephone numbers to the Director of Public Works or his authorized representative for approval a minimum of **two (2) working days** prior to the pre-construction conference.

9. PUBLIC CONVENIENCE AND SAFETY

- (a) General: Attention is directed to Section 7-10 of the Standard Specifications and the Manual of Warning Signs, Lights and Devices for Use in Performing Work Upon Highways, published by the California Department of Transportation. Public convenience and traffic control shall conform to Section 7-10 of the Standard Specifications for Public Works Construction, the California MUTCD and the MUTCD California Supplement, latest edition, except as modified by these Special Provisions.
- (b) Warning and Protection Devices: The Contractor will be responsible for providing, placing and maintaining approved signs, barricades, pedestals, flashers, delineators, fences, barriers, non-skid steel trench plates, temporary asphalt concrete and flagmen where needed, and other necessary facilities in the vicinity of the construction area and where any dangerous conditions may be encountered as a result thereof, for the protection of the motoring public per the traffic control plans. The Contractor will not be allowed to proceed with the work until such time that a sufficient number of these protection devices have been delivered to the project site. Where parked vehicles are likely to interfere with the proposed work, the Contractor will supply and post at no less than 200 feet intervals on each side of the street "Temporary No Parking" signs 72

hours before the start of construction and to report the time of posting to the Sheriff's Station for the purpose of establishing "Tow Away" provisions. The Contractor shall be responsible for the removal of the temporary signs upon the completion of the work. Should the Contractor appear neglectful in furnishing warning and protection devices as outlined above, the Director of Public Works may direct attention to the existence of a hazard and the necessity of additional or different measures, which shall be furnished and installed by the Contractor at Contractor's own expense, free of any cost to the City. Should the Contractor refuse or fail to act in a timely manner to correct a hazardous condition, the Director of Public Works may direct City forces to provide the necessary protective and warning devices as deemed appropriate by the Director of Public Works or his authorized representative.

The cost accrued by the City in connection therewith will be deducted from the Contractor's contract payment. Any action or inaction on the part of the City in directing attention to the inadequacy of warning and protective measures or in providing additional protective and warning devices shall not relieve the Contractor from responsibility for public safety or abrogate Contractor's obligation to furnish and pay for these devices.

Should the Contractor fail to pickup signs either after the work has been performed, or after the Contractor has failed to meet the schedule, the Contractor shall be charged a penalty of \$50 per sign left in the public right of way. Said monies will be deducted from any monies due or to become due to the Contractor.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the projects as specified in Subsection 7-10, Public Convenience and Safety, or as directed by the Director of Public Works or his authorized representative. When necessary to provide vehicular or pedestrian crossings over the fresh pavement, the Director of Public Works or his authorized representative may direct the Contractor to spread sufficient sand or rock dust on the affected area to eliminate tracking. Sand or rock dust used for this purpose shall be at the Contractor's expense.

The Contractor shall install at least two (2) portable message boards in locations leading up to the project area, and as designated by the Engineer, commencing at least three weeks prior to, and maintained throughout, the construction period. The displayed message shall be maintained and updated throughout construction, and shall advise of construction schedule, route recommendations, and site safety. Actual messages shall be approved by the Engineer and updated as directed.

- (c) **Traffic Control:** Traffic control implementation shall follow the requirements of Section 7-10 of the Standard Specifications and the referenced Caltrans manual and the California MUTCD, latest edition. A Traffic Control Plan shall be submitted to the City for approval, prior to the issuance of the Notice to Proceed.

Allowable working hours shall be between the hours of 8:30 a.m. and 4:30 p.m. Work that restricts the width of traffic lanes on Palos Verdes Drive South will only be allowed between the hours of 9:00 a.m. and 3:00 p.m. Variations from these working hours and lane closure restrictions will only be allowed if specifically provided in writing by the City and MAY allow for the option of longer working hours.

All necessary traffic control devices shall be in place prior to the start of work. The Contractor shall field check all temporary traffic control signs, barricades and other devices to ensure their continuous proper maintenance and conformance to the plans and specifications (including weekends and holidays).

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to public traffic. Every effort shall be made to provide a clear and unobstructed view of all traffic control signs, signals, or markers. Existing signs shall be covered when directed by the Engineer. When construction signs are not in effect, they shall be removed, covered, or relocated out of the driver's view. Construction signing shall be in place prior to the beginning of any workday.

The order of work and phasing requirements, except where otherwise specifically required by the plans and specifications, shall be determined by the Contractor who shall be solely responsible for coordinating all subcontract and prime contract work to minimize delays during construction.

The Contractor shall maintain access for emergency vehicles at all times on all streets. All traffic control layouts and work sequence instructions shall be developed to account for continuous emergency vehicles access and driveway access.

There shall be a minimum of 5' clearance from open excavations and 2' from other obstructions (curbs, k-rail, etc) for the motoring public. All lanes shall be open to traffic during non-working / "non-lane restriction" hours.

No street restrictions shall be allowed without advanced written approval from the Engineer. Certified flaggers with hand-held communication devices, proper safety vests and signage shall be required at all times

wherever the useable roadway is restricted, to ensure for the safe passage of motorists at all times. Certified flaggers are required where travel lanes in each direction cannot be maintained.

The Contractor shall be required to provide and maintain all necessary flaggers, barricades, delineators, signs, flashers, and any other safety equipment as set forth in the latest publication of the California MUTCD, or as required by the Engineer to insure safe passage of traffic. Impacts to the right of way that remain overnight shall incorporate appropriate flashers for barricades and reflective delineators.

Unless otherwise specifically provided in writing, the Contractor will not be allowed to excavate an excavation than can be successfully backfilled, temporarily repaved or plated with non-skid steel plates, in the same working day. Non-skid steel plates must be capable of carrying H-2O wheel loading. Plates shall have a minimum width equal to the excavation width plus 24 inches and be securely fastened to the street surface. Asphalt fillers, a minimum of 6 inches wide shall be placed around the perimeter of the plate. When traffic is transferred to any type of temporary pavement surface good drivability of the surfaces shall be maintained and shall be subject to approval by the Engineer prior to allowing traffic to be transferred upon it.

In the unavoidable event that an open trench must be covered with steel plates over-night then flasher equipped barricades and other barriers, shall be placed at the ends and along the sides of these steel plate covered excavations from sunset to sunrise of the next day, to warn all pedestrians and vehicular traffic of such excavations. Pipe trenches and other hazardous excavations shall be filled in, securely enclosed, or covered at the end of each working day, to the satisfaction of the Engineer. Flasher equipped barricades and other barriers left in operation beyond the normal work hours as prescribed, shall be solar/battery powered only.

The Contractor shall provide written notification to all public services including, but not limited to, the LA County Sherriff / Dispatch, LA County Fire Department, Public Works Department (City Engineer), UWS (trash pickup), California Water Service Company and Los Angeles County Sanitation District.

The Contractor shall provide written notification to all residents near the construction a minimum of 10 working days prior to any work. A separate notification shall be provided to residents at least 2 working days prior to blocking any access to a residence, driveway, or work that will require the disruption of any utility service (water, sewer, electrical, etc.). The notice will be provided by the City, distributed by the Contractor, and will include a preliminary schedule, name of the job superintendent/foreman and a telephone number where he/she can be reached 24 hours a day in

case of emergency. Even if the required utility work is to be done by the utility owner or a sub-contractor it is the Contractor's responsibility to ensure that the proper notification procedures are followed.

Failure or refusal by the Contractor to comply with the requirements of this section shall be sufficient cause for the City to order the work done by City forces and all costs thereof to be borne by the Contractor.

Continuous driveway access shall be required at all times, excepted when specific written permission is provided to do otherwise. The City will enforce the work hours and continuous driveway access requirements of this section. In order to ensure compliance, an assessment of \$250 for every 15 minutes of non-compliance or portion thereof will be deducted from the Contractor's payment for non-compliance. No assessment will be made for emergency work, i.e. broken water line repair, gas leak repair or similar emergency work as directed by the Engineer. This assessment shall be deducted from the amount due the Contractor on this project.

If the Contractor is found to be negligent in furnishing warning and protective measures as detailed above, the City may direct the Contractor's attention to the hazard and it shall be the Contractor's responsibility to furnish and install the necessary warning and protective measures at his/her expense. Should the City point out the inadequacy of warning and protective measures, such action on the part of the City shall not relieve the Contractor from responsibility for public safety or abrogate its obligation to furnish and pay for these devices.

PAYMENT: Traffic control shall be included on a lump sum basis per bid item "CONSTRUCTION PHASING AND TRAFFIC CONTROL" and no additional compensation will be made therefor.

10. SANITARY CONVENIENCE

Necessary sanitary facilities for the use of workmen on the job shall be provided and maintained in an approved manner by the Contractor, properly secluded from public observation and in compliance with health ordinances and laws, and their use shall be strictly enforced by the Contractor. Any workman who fails to use the sanitary facilities as intended shall be removed from the project site permanently at the sole discretion of the Engineer.

11. CONSTRUCTION YARD

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites either located on public or private property must be approved in advance by the Director of Public Works or his authorized representative. If permission is given to use a City site, the Contractor shall repair any damage as a result of his operations and any repairs will restore the site to new and not pre-existing conditions.

When storage sites are to be on located upon private property, the Contractor shall submit to the Director of Public Works or his authorized representative, written approval from the record owner authorizing the use of the property by the Contractor. The Contractor shall contact the appropriate City Community Development Department to determine if the using the site as a stockpile area is allowed. After the project is complete, the Contractor shall supply a written release signed by the owner of record that said property has been satisfactorily restored in order to provide assurance to the City that no later property owner claims will be filed by residents whose property has allegedly damaged by the Contractor and not repaired to their satisfaction.

The City will provide the Contractor with a sample release form upon request.

12. EQUIPMENT REQUIREMENTS

Contractor shall furnish all equipment required to safely complete the work and avoid, if possible, conducting any on-site maintenance or repair of said equipment. Necessary minor maintenance may be conducted on site; however, all maintenance and/or repairs shall be completed Monday through Friday between the hours of 7:30 a.m. and 5:30 p.m. Fueling and minor maintenance shall be in compliance with the NPDES requirements.

All equipment shall be in good repair. Equipment from which leaks of oil, hydraulic fluids, coolant, etc., are observed shall be removed from service until the necessary repairs have been completed.

13. PRESERVATION OF PROPERTY

Existing improvements in areas adjoining the locations whereon construction activities are being performed shall be protected from injury or damage resulting from operations of the Contractor. In like manner any building, structure, tree, shrub, or other item in the vicinity of the Contractor's operation, shall be similarly protected and preserved. Vegetation cleared during site preparation shall become the property of the Contractor and shall be removed from the area unless otherwise directed by the Director of Public Works or his authorized representative.

14. NPDES COMPLIANCE/WATER POLLUTION CONTROL

Water pollution control shall consist of constructing those facilities specified by these Contract Documents, required by law, or as ordered by the Director of Public Works or his authorized representative. Said work is intended to provided prevention, control and abatement of water pollution to streams, oceans and other bodies of water. Full compensation for conforming to the requirements in this entire section shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

Housekeeping/Cleanup: The Contractor shall prevent pollution of storm water from cleanup and disposal operations by using best management practices and good

housekeeping methods. When fluids or dry materials spill, cleanup should be immediate, thorough, and routine. The Contractor shall never attempt to “wash them away” with water, or bury them. The Contractor shall report significant spills to the appropriate spill response agencies immediately. The Contractor shall recognize that different types of materials have different disposal requirements and follow appropriate practices. The Contractor shall confine non-hazardous debris to dumpsters, covered at night or during wet weather, and taken to a landfill for recycling or disposal. The Contractor shall handle hazardous debris in accordance with specific laws and regulations and dispose of as a hazardous waste. A separate permit is required. Common hazardous debris found on construction sites are: (liquid residues from paints, thinners, solvents, glues, and cleaning fluids. Leaching agents from lumber such as formaldehyde, arsenic, copper, creosote and chromium, motor oil, gear oil, antifreeze fluids, brake fluids, etc., unused pesticides.)

Sanitary Waste Management: The Contractor shall prevent the discharge of sanitary waste to storm water by providing convenient, properly located, well maintained facilities. The Contractor shall hire a licensed portable sanitary facility leasing company which will clean the facilities regularly and keep them in good working order. The Contractor shall make sure that portable sanitary facilities are located on relatively level ground away from traffic areas, drainage courses, and storm drain courses, and storm drain inlets. The Contractor shall regularly inspect the facilities for any leaks, and have defective units replaced.

Vehicle and Equipment Management: The Contractor shall use and maintain construction vehicles and equipment in a manner that prevents leaks and spills of fluids, contains wash waters, and controls off-site tracking. The Contractor shall not allow leaking vehicles and equipment on-site and shall inspect equipment and vehicles frequently for leaks and repair them immediately. The Contractor shall clean up spills and leaks promptly with absorbent materials, and shall not flush with water.

The Contractor shall fuel, maintain, and repair vehicles and equipment off-site whenever possible, and on-site only in designated areas. The Contractor shall prevent run-on and run-off from designated areas, provide containment devices and cover if necessary.

The Contractor shall wash vehicles and equipment on-site in designated, contained areas, allowing wash waters to infiltrate into the ground. The Contractor shall use phosphate-free, biodegradable soaps, steam clean in confined areas only.

When not in use, the Contractor shall store equipment and vehicles in designated, contained areas and place drip pans and absorbent material under stored equipment that is prone to leaking and dripping (e.g. paving equipment).

If the Contractor must drain and replace motor oil, radiator coolant, or other fluids on-site, use drip pans or drop cloths to catch drips and spills. The Contractor shall collect all spent fluids, store in separate containers, and recycle whenever possible. Note: For recycling purposes, such liquids must not be mixed with other fluids. Non-recycled fluids generally must be disposed of as hazardous waste.

Surface and Subsurface Water Control: The Contractor shall prevent or reduce the discharge of pollutants to storm water from surface and subsurface water control operations by using all appropriate methods:

For surface water control operations where the flow is routed to bypass the construction area, establish stable (erosion resistant) conveyance routes for the diverted flow. Trap any significant sediment (e.g., mud) generated by the rerouted flow in a sediment trap, filtering berm, or basin.

In subsurface pumping or other subsurface water control operations where significant amounts of sediment (e.g., mud) are present in the removed water, capture the sediment in a sediment trap, filtering berm, or basin.

If a sediment trap or basin is required for the surface or subsurface water control operations, the facility should be designed such that the sediment is settled or trapped in the facility prior to discharging of the water.

In areas suspected of groundwater pollution, sample the groundwater near the excavation/pumping site and have the water tested for known or suspected pollutants at a certified laboratory.

Any proposed discharge of groundwater may be subject to requirements of the Regional Water Quality Control Board if water is discharged to groundwater or land.

Concrete and Mortar Products: The Contractor shall prevent or reduce the discharge of pollutants to storm water from concrete waste by conducting washout at appropriate off-site locations, performing on-site washout in a designated area, and training employees and subcontractors.

The Contractor shall store and mix dry and wet materials either off-site or under cover, away from drainage areas.

For washout of concrete trucks the Contractor shall provide appropriate off-site locations or designated contained areas, at least 50 feet away from storm drains, open ditches, streets, or streams.

The Contractor shall prevent run-off from designated washout areas by constructing a temporary pit or bermed area large enough for liquid and solid waste. When concrete sets, breakup and dispose of it in construction fills per direction of soils engineer or as solid waste or recycle.

The Contractor shall inform concrete suppliers of the designated washout locations and disposal sites for concrete and mortar products.

Asphalt and Bituminous Products: The Contractor shall prevent or reduce the discharge of pollutants from asphalt and bituminous operations, by preventing run-on and run-off during the operation, properly disposing of waste, and training employees and subcontractors. The Contractor shall:

Avoid prime or tack coating during wet weather. Store materials away from drainage courses to prevent material from entering the run-off. Cover catch basins and manholes when applying seal coat, tack coat, slurry seal, fog seal, etc. Make sure sand or gravel placed over new asphalt does not wash into storm drains, streets, or creeks. Dispose of old asphalt properly. Collect and remove all broken asphalt from the site and recycle whenever possible. Do not dispose of asphalt products into waterways. Follow the storm water permitting requirements for industrial activities if paving involves an on-site mixing plant.

Construction Water: The Contractor shall reduce or eliminate excessive construction water that may cause erosion and carry pollutants from the site. The Contractor shall:

Store construction water in leak-proof tanks, located away from the drainage system. Use construction water conservatively. Whenever possible, dispose of excess water on-site, by allowing it to soak into the ground.

PAYMENT: Work in this section shall be included on a lump sum basis per bid item “STORM WATER POLLUTION PREVENTION BEST MANAGEMENT PRACTICES” and no additional compensation will be made therefor.

15. SAFETY, SANITARY AND MEDICAL REQUIREMENTS

The Contractor, his employees, his subcontractors and their employees shall promptly and fully carry out such safety, sanitary and medical requirements as may from time to time be prescribed by the Industrial Safety Commission and by County or State Health Departments to the end that proper work shall be done and the safety and health of the employees and of the community may be conserved and safeguarded. In case any such regulations and orders are not observed by the Contractor, they may be enforced by the Director of Public Works or his authorized representative at the Contractor’s expense.

16. ELECTRICAL POWER

The Contractor shall provide, at his own expense, all necessary electrical power required for his operations under the contract.

17. PROTECTION OF UNDERGROUND FACILITIES

Attention is directed to the possible existence of underground facilities not known to the City or owner or in a location different from that which maybe indicated on the plans or in these Special Provisions. The Contractor shall take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service. If the Contractor discovers underground facilities not indicated on the Plans or in these Special Provisions, Contractor shall immediately give the Director of Public Works or his authorized representative written notification of the existence of such facilities. Such previously unknown facilities shall be protected from damage as directed by the Director of Public Works or his authorized representative and the Contractor will be paid for such work as extra work as provided in Section 3-3 of the Standard Specifications.

18. AIR POLLUTION CONTROL

Section 7-8.2, "Air Pollution," of the Standard Specifications is supplemented by the following:

Safety & Ventilation – Construction Activities shall be conducted in compliance with OSHA requirements for confined space. The Contractor is responsible for providing a method statement and implementing necessary practices to comply with OSHA Safety and Ventilation standards.

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

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents including, but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District.

19. PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work. The project streets and any street adversely affected by the Contractor's activities shall be kept clean at all times.

A motorized vacuum sweeper is required pursuant to the second paragraph of Subsection 7-8.1 of the Standard Specifications.

In any area visible to the public, the following shall apply: When practicable, broken concrete and debris developed shall be disposed of concurrently with its removal. If stockpiling is required, the material shall be placed in an area which does not impact public or private landscaping or irrigation and the material shall be removed or disposed of daily.

Should the Contractor appear to be neglectful or negligent in maintaining a clean project site, the Director of Public Works or his authorized representative may direct the Contractor's attention to the existence of such condition(s). The Contractor shall provide all necessary measures immediately, at his expense. If attention is directed to the existence of such condition(s), and the Contractor fails to provide an appropriate remedy, any expense incurred by the City for providing correcting actions may be deducted from the pay estimates and the total contract price for the work, including a Fifty Dollar (\$50.00) penalty per calendar day the condition(s) exist from date of notification.

Full compensation for conforming to the provisions in this section not otherwise provided for shall be considered as included in prices paid for the various contract items of work involved, and no additional compensation will be allowed therefore.

20. WORK HOURS

The Contractor's working hours shall be limited to the hours between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding those City holidays listed elsewhere in these specifications.

Allowable working hours shall be between the hours of 8:30 a.m. and 4:30 p.m. Work that restricts the width of traffic lanes on Palos Verdes Drive South will only be allowed between the hours of 9:00 a.m. and 3:00 p.m. Variations from these working hours and lane closure restrictions will only be allowed if specifically provided in writing by the City and MAY allow for the option of longer working hours.

Deviation from normal working hours will not be allowed without prior written consent of the Director of Public Works or his authorized representative.

In the event work is allowed by the Director of Public Works or his authorized representative outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees shall be levied against the Contractor at a rate of \$150.00 per hour, plus travel time where applicable. The above charge would be levied for inspection services as necessary as a matter of public safety and to ensure the quality of the work.

If work is permitted after sunset, the Contractor shall provide, at its expense, adequate light for proper prosecution of the work for the safety of the workmen and the public, and for proper inspection.

21. SCHEDULE AND PUBLIC NOTICES

Order of Work: Order of work shall conform to the provisions of Section 6-1, "Construction Schedule and Commencement of Work," of the Standard Specifications and these Special Provisions. The Contractor shall conduct his operations so as to cause minimum obstruction and inconvenience to traffic, schools and residences.

Within five (5) calendar days of notification of award of the Contract, the Contractor shall prepare and submit a detailed work schedule meeting the following criteria to the Director of Public Works or his designated representative: **The Notice to Proceed will not be issued until the schedule has been submitted in a substantially complete form.** Any delays, including postponement of pre-construction conference prior to start of construction resulting from incomplete schedule submittal shall be cause for assignment of modified liquidated damages of \$1,000 per day. The pre-construction conference shall not be considered viable without a work schedule.

Said schedule must show the dates of the expected start and completion of all the various bid items. The Schedule shall clearly delineate the work by area or by Plan Stationing. The schedule shall be in the form of a Gantt bar chart and a Critical Path Method schedule, and both shall be in sufficient detail to show the chronological relationship of

all activities of the project including, but not limited to, estimated starting and completion dates of various activities, scheduling of equipment and procurement of materials.

The Contractor shall provide a copy of the active schedule list in a format, and on a day, acceptable to the Director of Public Works or his authorized representative to be considered the advance weekly schedule. The Contractor shall submit these schedules at least 1 week prior to the occurrence of the work. The Contractor shall be responsible for preparing any modifications to these schedules on a weekly basis.

All construction schedules shall reflect completion of all work under the Contract within the specified time and in accordance with the contract documents.

Such schedules and maps shall be subject to the review and approval of the Director of Public Works or his authorized representative. No work shall take place until the Director of Public Works or his authorized representative and the Contractor have agreed to the schedule to be followed by the Contractor.

During the conference between the Contractor and the Director of Public Works or his authorized representative, the work schedule will be discussed and modified, if necessary, by mutual agreement. Should it become necessary for the City to temporarily delay the work schedule agreed upon during the scheduling conference, every effort will be made to permit a new work schedule at the time most convenient to the Contractor, thus permitting the project to proceed with the shortest intramural movement of the equipment within the project.

The Contractor shall prepare a typewritten copy of the weekly schedule in a format acceptable to the Director of Public Works or his authorized representative. The City will then forward these schedules to the local cable station who will televise in order to further notify the residents. The City will provide the Contractor the exact format of the weekly schedule at the pre-construction conference. The Contractor shall submit these schedules at least 1 week prior to the occurrence of the work. The Contractor shall be responsible for preparing any modifications to these schedules.

The cost for furnishing the schedule and any related items for its completion shall be considered as included in the bid price paid for the various contract items of work, and no additional compensation will be made therefore.

Except as otherwise specified, Contractor shall submit requests for changes in the schedule in writing to the Director of Public Works or his authorized representative for approval at least 2 working days prior to the scheduled work on the affected streets. For each calendar day a revised schedule is delinquent, Fifty Dollars (\$50.00) may be deducted from the pay estimates and the total contract price for the work.

The City of Rancho Palos Verdes strictly adheres to a policy whereby property owners and businesses are kept fully informed as to potential inconveniences caused by construction activities within the City. Every effort is made to minimize these

inconveniences. Toward this goal, the Contractor will be required to thoroughly schedule his work and to share that schedule with the property owners and businesses affected by the project. This shall be accomplished using door hangers for property owners and letters for businesses and on-street posting placed a minimum of 72 hours prior to the planned activity which may cause an inconvenience at that particular location. The date of beginning of closure shall be shown on the notice. In order to avoid unnecessary problems through the construction period, it is mandatory that all schedules are prepared to fully-address all of the known controls which must be scheduled around. The notice shall state the type of work and the approximate time the work is anticipated. All notices shall include the Contractor's telephone number to address questions. The Contractor shall submit sample door hangers to the City, for approval, prior to any posting. The following list of controls shall be incorporated into the schedules prepared by the Contractor:

- Work shall be scheduled by street segment or block, intersection to intersection, such that construction for each segment, together with the construction on adjacent streets scheduled for the same day, provides on-street parking within 1,000 feet of each residence.
- Access to each drive shall be available unless the property owner has been properly notified.
- Parking restrictions will be allowed only when interfering work is actually underway on any street.
- Trash pickup is scheduled once each week for the residential streets adjacent to the project, but the frequency of trash collection may be greater for commercial and high-density properties adjacent to the project. Work shall be coordinated with the trash hauler by the Contractor if it occurs on the same day as trash collection day for any streets affected by the work, or any of the related detour routes or neighboring impacted streets.
- Rescheduling shall be avoided if at all possible. Any rescheduling will require the approval of the Public Works Department. Notices required due to rescheduling, extension, or delays to work shall include a full narrative of the reasons for renotification, planned corrective work, and Contractor contact information for questions in this regard.
- Door hangers, letters and/or street postings shall be completed for any roadway where construction activities impact parking or access.
- Trash pickup is scheduled once each week for the streets within the project. The Contractor may coordinate with the trash hauler for early trash pickup to accommodate the schedule. If early trash pickup is agreed upon, Contractor shall notify residents by door hanger two days prior to scheduled pickup day. Contractor shall provide a written notice to the Engineer that coordination with

the trash hauler has been achieved. A map of streets with scheduled trash pickup days is included in Appendix II.

- Rescheduling shall be avoided if at all possible. Any rescheduling will require the approval of the Engineer.
- Street sweeping is scheduled twice per month. A map of streets with scheduled street sweeping days is included in the Appendix II.
- Construction activities for which notification has been made, and have not been completed within 72 hours of posting, will require a second posting and shall not commence until 72 hours after the door hangers or letters have been distributed. Contractor may change the date of no parking on the posted no-parking signs, but only after a new door hanger or letter is delivered to all properties effected by the signs and only if the date of construction is still within the original 72 hours from date of the original posting. The new door hanger or letter shall notify the occupant of the change of date of work and state the date on the door hanger notice or letter.
- Activities that will require door hangers, letters and/or street postings are edge grinding, paving, curb and gutter and driveway repairs, and micro-surfacing.
- Work shall be completed in each area prior to commencing work in another area.
- Only those residences, apartment buildings, businesses, and or other properties fronting or having driveway access to the streets to be improved will require door hangers or letters, except for curb and gutter repairs, which will require door hangers or letters on the house fronting the repair and the next two adjacent houses, plus all houses across the street from these houses.

The following items shall be shown in the active schedule list:

Trash pickup
Street sweeping

Schedule Content

The following items shall be shown in the final schedule:

Street posting (No Parking)	(48 hours prior to any construction activities)
Street posting (No Parking) and door hanger	(48 hours prior to any construction activities in the street)

Prior to commencement of construction activities

The Contractor shall distribute to each residence and business with drive access from streets on which work is to be performed a written notice (door hanger), to be submitted to and approved by the Engineer, a minimum of 72 hours prior to commencing any construction activity that will affect access or restrict on-street parking adjacent to that property. For apartment buildings, condominium, or townhouse, the Contractor shall notice each individual unit within the complex. The Contractor shall contact the property manager to gain access. The Contractor shall post streets scheduled for Monday or Tuesday on the prior Thursday. The notice shall state the type of work and the approximate time the work is anticipated. All notices shall include the Contractor's telephone number to address questions. If for any reason the scheduled construction for a particular street must be revised, the street in question shall be completed as a first item of work on the rescheduled date. The Contractor shall be responsible for re-notification of all affected property owners. The Contractor shall submit a sample door hanger to the City, for approval, at least ten (10) working days prior to any posting.

Payment - Payment for furnishing all schedules and any related items for their completion shall be considered as included in the bid price paid for the various contract items of work, and no additional compensation will be made therefor.

22. PHOTOGRAPHIC SURVEY OF ALL EXISTING CONDITIONS

The Contractor is encouraged to undertake an extensive photographic survey of all existing improvements that could possibly be affected by the construction activities. This survey will include, but is not limited to landscaping, streets, plants, and visible utilities.

In the event of a claim, the onus will be on the Contractor to be able to clearly demonstrate that the photographic survey shows that it is a pre-existing condition of the improvement(s). Should the Contractor not be able to disprove a claim from the public, the Contractor will be responsible to reinstate the improvement into an acceptable condition.

23. MOBILIZATION

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, construction trailer, portable toilets and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, City business license and financing prior to beginning work on the various contract items on the project site.

The Contractor shall provide a detailed project schedule, both electronically and in hard copy form (see previous item on Scheduling and Notices). Schedule updates shall be provided monthly with each progress payment, and in accordance with these specification requirements and as directed by the Engineer. The Contractor's project manager, superintendent and foreman are required to attend the pre-construction meeting and weekly progress meetings.

The Contractor shall have on the work site at all times, as its agent, a competent English speaking superintendent capable of reading and thoroughly understanding the plans, specifications, other related documents, and directions from City's Construction Representative.

The Contractor is responsible for securing an adequate storage site for equipment and materials (see separate items that detail these requirements elsewhere in these General Provisions).

The cost of providing bonds, insurance, financing, moving equipment to the job site and preparing an approved work schedule shall be per bid item Mobilization and will be at the contract unit price per lump sum for the various items of work, and no additional compensation will be allowed therefor.

PAYMENT: Payment for mobilization shall be included on a lump sum basis per bid item "MOBILIZATION", and no additional compensation will be made therefor.

The City of Rancho Palos Verdes shall waive its permit fee. The Contractor shall comply with the requirements specified of each license.

Mobilization shall also include the cost, time and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, the costs to set up/maintain/vacate the staging area, the costs to set up/maintain/vacate the field office and toilet facilities and all other related work as required for all non-working days during the course of construction.

Mobilization shall also include all related "De-mobilization" costs, including the removal of any remaining USA utility markings or other construction paint markings.

24. CONSTRUCTION METHODS

(a) General: The Contractor shall contact the affected utility companies for information regarding identification, location, and depth of underground utilities.

(b) Preservation of Property: Existing improvements in areas adjoining the property whereon demolition and removal is being performed shall be protected from injury or damage resulting from operations of the Contractor and the Contractor shall be responsible for such damage. In like manner any building, structure, tree, shrub, or other item in the area where demolition and removal are being performed shall be similarly protected and preserved.

(c) Dust Control: The Contractor shall provide such dust laying equipment and methods as may be required to protect adjacent property from annoyance or damage from dust caused by his operations, and failure to control such dust shall be cause for the Director of Public Works to stop the work until said dust is controlled, and the Contractor shall have no recourse to collect from the City for any loss of time or expense sustained by him due to such suspension of work.

(d) Selected Materials: Existing materials excavated within the project limits that meet the specifications for trench backfill, topsoil, or other selected materials may be used to fulfill all or a portion of the requirements for such materials. No additional compensation will be allowed for excavation, stockpiling, overhaul, or placing selected materials encountered in the excavation.

(e) Surplus Materials: The Contractor shall furnish written consent from the owner of the property where it is intended to dispose of the surplus material. Surplus excavation shall become the property of the Contractor.

B. PROJECT SPECIAL PROVISIONS

1 - MATERIAL TESTING

The City of Rancho Palos Verdes will provide all necessary material sampling and testing for this contract, except for work that has to be redone as noted below.

The Contractor's requests for testing shall be made to the Director of Public Works or his authorized representative a minimum of 2 working days prior to the time required for such work.

The Contractor, at his expense, shall provide access to materials and locations for all of the sampling and testing.

Tests which meet the specified requirements will be at the City's expense. All tests which do not meet the specified requirements will be at the Contractor's expense, with no compensation therefor.

2 - PROJECT MONUMENT SURVEYS AND CONSTRUCTION STAKING

2.1 Survey Service

The Contractor shall provide for the services of a land surveyor licensed in the State of California, hereinafter Surveyor, to perform all work necessary to establish control for the work, including but not limited to; providing cross-sections prior to the start of excavation in sufficient detail to document existing topography and excavation quantities, construction staking, records research, re-establish monuments after construction, and all other surveying work necessary to construct the work, provide surveying services as required herein and provide surveying, drafting and other professional services required to satisfy the requirements of the Land Surveyors Act. Surveyor shall be resident on the site during all surveying operations and shall personally supervise and certify the surveying work. Ten days prior to starting work in the field, the Contractor shall submit surveyor's information, including license number for acceptance by the City.

2.2 Permanent Survey Markers

The Contractor shall not disturb permanent survey monuments or benchmarks without the consent of the Engineer. Where the Engineer concurs, in writing, with the Contractor that protecting an existing monument in place is impractical, the Contractor shall employ a licensed land surveyor to establish the location of the monument before it is disturbed. The Contractor

shall have the monument replaced by a licensed land surveyor no later than thirty (30) days after construction at the site of the replacement is completed. The Licensed Land Surveyor shall file corner record(s) as required by " 8772 and 8773, et seq. of the California Business and Professions Code. Copies shall be provided to the City within 10 days of replacement of any monuments.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the Contractor shall adjust the monument frame and cover to the new grade. Documentation of any disturbance or relocation, horizontal or vertical shall be provided to the City.

2.3 Center Line Ties

The Contractor shall be responsible to locate centerline ties and/or monuments at locations which are part of the overlay project as directed by the Director of Public Works or his authorized representative. Contractor shall submit a scope of work for approval by the Engineer prior to commencing work. The monuments will be inventoried, tied out, and a centerline tie sheet will be prepared and submitted to the Engineer.

The Contractor shall include tie sheet preparation, setting ties, and reestablishing monuments, and the filing of a corner record as required. All ties associated with that monument as accepted by the Public Works Department and for filing by the Los Angeles County Surveyor's office. Contractor shall re-set the tie monuments where curb or curb ramps are removed and replaced or new ramps are installed. The Contractor's surveyor shall be responsible to meet all requirements stipulated by the County Surveyor regarding the filing of corner records.

2.4 Lines and Grades

Except when, as per orders from the Director of Public Works or his authorized representative, minor changes in the work are to be made by the Contractor, all work shall, during its progress upon completion, conform to the lines, grades, and elevations shown on the Plans. All distances and measurements are given thereon and will be made in a horizontal plane. Three (3) consecutive points shown on the same rate of slope must be used in common in order to detect any variation from a straight line, and in case any such discrepancy exists, it must be reported to the Director of Public Works or his authorized representative. Failure to make this report shall make the Contractor responsible for any such error in the finished work.

2.5 Payment for Survey Work & Construction Staking

Payment for survey work performed to control the construction activities, cross sections, construction staking, tying off and replacement of existing survey monuments, if any, shall be included on a Lump Sum basis per bid item "CONSTRUCTION SURVEY AND MONUMENTATION", and no additional payment will be made.

3 – UNCLASSIFIED EXCAVATION

Unclassified excavation shall be in accordance with Section 300-2.

Payment – Payment for unclassified excavation shall be included at the contract unit price per

cubic yard in the bid item for “DEMOLITION/UNCLASSIFIED EXCAVATION” and no separate payment shall be made therefore. Excavation work shall include sawcutting and removal of existing pavements, excavation of the roadway to sub-grade, scarification of the sub-grade to a depth of 6”, re-compaction of the sub-grade to 95% relative compaction and fine grade, excavation of shoulders, and all other removal work complete and no additional compensation shall be allowed. Final excavation shall leave a stable embankment in place.

4 – CLEARING AND GRUBBING

The Contractor shall clear and grub within the easement as necessary to provide access for equipment and perform the noted construction work.

Payment: Payment for clearing and grubbing shall be included in the price bid for other items of work, and no additional compensation will be allowed therefor.

5 – PORTLAND CEMENT CONCRETE CONSTRUCTION

PCC Construction shall include PCC curb and any other on-grade concrete work per the details, lines and grades as shown on the Contract Drawings and Section 303-5 of the SSPWC. **All concrete shall be 560-C-3250 unless otherwise noted.**

The Contractor shall sawcut and remove existing PCC curb, asphalt, base, subgrade, and other in-place materials as necessary for construction; prepare the subgrade; place base; and construct PCC curb with asphalt concrete slot patches where noted and as shown per detail drawings. New concrete improvements shall match existing finish and pattern as directed. Contractor shall coordinate with utility companies for utility adjustments needed when constructing the work. The Contractor shall provide for a signed alternate accessible path of travel for areas that are closed for construction, including for pedestrians, wheelchair users, and equestrians.

Crushed miscellaneous base shall be included as incidental in all work items requiring such, and no additional compensation will be allowed.

All PCC work must drain to grade and must pass water test.

Payment for PCC construction complete in place shall include Crushed Miscellaneous Base where indicated, and shall be included at the contract unit price per linear foot in the bid item for “CONSTRUCT 8” PCC CURB OVER 6” CMB” and no additional payment shall be made therefor.

6 – ASPHALT CONCRETE PAVEMENT

Construction of Asphalt Concrete (AC) pavement shall comply with the lines and grades as shown on the Plans and Section 302-5 of the SSPWC. AC Mix shall consist of type C2 PG-64-10.

The provisions in Section 400-4.2.2 "Aggregate" of the Standard Specifications shall have the following additional requirement:

At least 75 percent, by weight, of the material retained on the No. 4 sieve shall have at least one fractured face as determined by California Test Method No. 205.

Paint binder (tack coat) shall be SS-1h Type asphaltic emulsion conforming to Section 203.3 of the Standard Specifications.

Construction shall conform to the applicable provisions of Sections 302 and 400 of the Standard Specifications. Construction will not be allowed before the completion and approval of all pavement preparation work including, but not limited to, weed removal, asphalt concrete deep lift repair and removal of all existing pavement markers, thermoplastic striping and markings and sweeping of pavement.

Tarpaulins shall be used to cover all loads from plant to project.

All joints shall be liberally applied with sufficient tack coat for joining. Finished joints shall be tack coated and sanded to prevent water intrusion.

Existing subgrade soils and aggregate base materials shall be graded and compacted to 95% prior to placement of asphalt concrete. AC joints and finished pavement surfaces shall be smooth and flush to the satisfaction of the Engineer, and shall not provide any ridges, bumps, washboarding, or other deformations that may be visible or provide any discomfort or endangerment to vehicles, motorcycles, bicycles, wheelchairs, pedestrians, or equestrians. All asphalt pavement and joints will be monitored throughout the warranty period, and any pavement that exhibits such defects shall be immediately remedied by the Contractor at no cost to the City.

Payment – Full compensation for AC construction complete in place shall include Crushed Miscellaneous Base where indicated, and shall be included at the contract unit price per square foot under bid item "CONSTRUCT 6" ASPHALT CONCRETE PAVEMENT OVER 10" CMB", and no additional payment shall be made therefor.

7 – INSTALL STRIPING, PAVEMENT MARKINGS, AND RAISED PAVEMENT MARKERS

Traffic striping and markings shall be Thermoplastic unless otherwise designated. All striping layouts and signs shall be per CA MUTCD, latest edition.

The Contractor shall remove all existing and/or conflicting striping and pavement markings within the project limits prior to cat-tracking roadway. Removal shall not damage existing pavement surfaces or create any markings exceeding 1/8 in depth. All such damaged areas shall be fully covered by subsequent paving, microsurface application, or striping.

Thermoplastic shall be per Section 84 of the Caltrans Standard Specifications, latest Edition. Reflective glass beads shall be applied to all Thermoplastic striping and markings.

The Contractor shall re-paint all existing painted curbs in the project area.

Thermoplastic shall be applied on all asphalt concrete surfaces.

The Contractor shall furnish and install traffic delineation and markings using paint "Cat Tracking," temporary marking tape, removable reflective tabs, or other approved media on the same working day as existing stripes and legends are lost, including but not limited to bicycle lanes, stop bars, and lane lines, to match pre-existing markings. The Engineer shall have 7 calendar days to review all markings in the field and approve or modify striping and markings. Upon receiving direction to proceed, the Contractor shall place final striping, markings and traffic signal loop detectors within 7 calendar days.

PENALTIES FOR NONCOMPLIANCE:

\$500 for each day slurry tabs/cat-tracking are not maintained to the satisfaction of the City.

\$500 for each day beyond the 7 calendar days after the Contractor has been given the direction to proceed that the final striping and pavement markers have not been installed.

The Contractor shall remark any markings that are partially or completely covered, including but not limited to striping, stop bars, crosswalks, wording, and symbols. Legends shall include but not be limited to the following: STOP, STOP AHEAD, ONLY, ARROWS, SIGNAL AHEAD, SLOW SCHOOL XING, BIKE LANE, and BIKE PATH.

All wording and symbol pavement markings shall be "PreMark Pavement Markings" by Ennis-Flint, or City approved equal. Pavement markings shall be applied with heat torch and per manufacturer's recommendations. Contractor shall ensure pavement markings are skid resistant.

If the Contractor fails to apply markings within the specified time frames, the Public Works Director at his discretion may use other forces to perform the work. The costs for others to perform the striping and marking work, including administration, engineering, and construction observation, will be deducted from monies owed the Contractor.

All work and materials shall conform to the requirements of the Caltrans Standard Specifications, latest edition, and the latest edition of the Caltrans Traffic Manual.

Striping of 100 feet or longer in length cannot be applied by hand and must be applied by a striping vehicle. Striping that is not deemed uniform, straight, and true by the City's Inspector shall be removed and reapplied at no additional cost to the City. Unacceptable striping shall be removed and reapplied by the Contractor within seven calendar days of notification from the City's Inspector.

Raised Pavement Markers

This item of work shall apply only to Raised Pavement Markers.

The Contractor shall remove all existing Raised Pavement Markers. Any depressions or voids caused by such removal shall be filled flush to grade with AC Type F mix, slurry seal, or other similar approved material. Extensive areas of depressions shall be filled by applying a 2' wide longitudinal strip of micro surfacing prior to placing the final micro surface application.

Install New Raised Pavement Markers.

New pavement markers shall be installed with new striping and on median noses as shown on the plans.

Pavement markers shall be APEX markers or approved equal.

Non-reflective plastic pavement markers - Model 929

Abrasion Resistant Retroreflective Pavement Marker - Model 921 AR, Glassed Faced

A blue reflective raised pavement marker shall be placed at all fire hydrant locations per City requirements. Markers shall be placed 2 feet from centerline or curb median on the hydrant side.

All work and materials shall conform to the requirements of the Caltrans Standard Specifications, latest edition, and the latest edition of the Ca MUTCD.

The Contractor shall remove all raised pavement markers prior to pavement surfacing. Removal of existing markers shall not damage existing pavement surfaces. The Contractor shall note that removal of some markers may create a void. Any such voids shall be repaired flush to grade to the satisfaction of the Engineer prior to pavement surfacing.

Payment for furnishing all labor, tools, materials, equipment and incidentals and for doing all the work in this section shall be based upon the completion of the entire work complete in place, and shall be included in the payment item for "INSTALL STRIPING, PAVEMENT MARKINGS, AND RAISED PAVEMENT MARKERS", as specified in these contract documents and no additional compensation will be allowed.

8 – TRAFFIC REGULATORY SIGNS

Traffic regulatory signs shall be installed in accordance with the plans, applicable standards and as approved or directed by the Director of Public Works or his authorized representative. All signs furnished shall be in accordance with the current CA MUTCD and per the details in the Contract Drawings.

If new signs are called out on the Plans, then new signs shall be furnished and installed by the Contractor. If signs are to be relocated, the Contractor shall exhibit due care to insure that the

signs are not damaged during the removal and relocation process. If the existing signs are damaged during removal and relocations, the damaged signs shall be repaired to new condition by a sign company that specializes in said work or shall be replaced with a new sign. If the Contractor elects to renovate a damaged sign, a substitute sign shall be installed temporarily until the existing damaged sign is renovated and the signs shall be changed out. If the Contractor finds that the existing sign is in sub-standard condition, he shall notify the Engineer and the Engineer will make the determination as to the suitability of the sign. If the existing sign is found to be unusable, the Contractor will be directed to furnish a new sign and only the cost of the new material will be paid for as Extra Work under Section 3 of the SSPWC.

In general, signs to be removed and relocated or replaced shall be accomplished concurrently to minimize the time that the signing is absent. Prior to removal of signs to be relocated, the Contractor shall obtain the approval for the new location from the Director of Public Works or his authorized agent. Prior to the removal of signs to be replaced, the new sign shall be installed or if not practical due to a conflict in location, the new sign shall be installed immediately upon the removal of the existing sign to be replaced. Signs that are to be removed shall be removed completely, including any concrete base, and the removal area shall be graded and restored to the satisfaction of the Engineer.

New and relocated traffic signs shall be mounted on 2" square Unistrut breakaway posts. Existing Unistrut posts in good condition may be reused, otherwise new posts shall be installed. Posts shall be installed to provide clearance from vehicular traffic, bicyclists, pedestrians, and equestrians per plan details, code requirements and for ADA compliance.

Payment for furnishing all labor, tools, materials, equipment and incidentals and for doing all the work in this section shall be based upon the completion of the entire work complete in place, and shall be included in the bid price for bid items for "REMOVE SIGNS AND /OR SIGN POSTS" and "INSTALL NEW SIGN AND POST" as specified in these contract documents and no additional compensation will be allowed.

9 – IRRIGATION/LANDSCAPE RESTORATION

Irrigation Restoration

The contractor shall relocate all irrigation lines, irrigation control valves/boxes, emitter access sleeves, drip lines and water meters as necessary to be located within the new median limits. All impacted irrigation utilities shall be restored to like condition prior to construction, to the satisfaction of the City Engineer. The irrigation system shall be fully functional at the completion of the project.

Landscape Restoration

The landscaping shall be restored to like condition prior to construction, to the satisfaction of the City Engineer. All median open areas within the project area shall be covered with 3" thick bark mulch groundcover as specified on the project plans. Bark mulch shall be approved by the City Engineer.

Payment for furnishing all labor, tools, materials, equipment and incidentals and for doing all the

work in this section shall be based upon the completion of the entire work complete in place, and shall be included in the Lump Sum price for bid item “IRRIGATION/LANDSCAPE RESTORATION” as specified in these contract documents and no additional compensation will be allowed.

10 – RELOCATE STREET NAME SIGNS TO NEW WOOD POSTS

The contractor shall remove existing street name signs from existing wood posts and store for safekeeping. Remove and dispose of existing wood posts. Contractor shall furnish and install new 4’x4’ treated wood posts and re-install street name signs. Wood posts shall be installed per Caltrans Std Plan RS2 and shall be embedded minimum 3.5’ below finished grade. Wood posts shall be painted to match existing wood post color (brown). Paint color shall be approved by the City Engineer prior to painting.

Payment for furnishing all labor, tools, materials, equipment and incidentals and for doing all the work in this section shall be based upon the completion of the entire work complete in place, and shall be included in the price for bid item “RELOCATE STREET NAME SIGNS TO NEW WOOD POSTS” as specified in these contract documents and no additional compensation will be allowed.

11 – FURNISH AND INSTALL 3” PVC (SCH 80) CONDUIT

Conduit materials shall conform to Section 700-3.5 of the SSPWC. Conduit installation shall conform to Section 701-12 of the SSPWC. The conduit will be used as a sleeve for future irrigation pipes and service wires. Contractor shall cap conduit both ends. Conduit shall be installed as to provide maximum accessibility for a future City irrigation project. Conduit shall be installed to the satisfaction of the City Engineer.

Payment for furnishing all labor, tools, materials, equipment and incidentals and for doing all the work in this section shall be based upon the completion of the entire work complete in place, and shall be included in the per linear foot price for bid item “FURNISH AND INSTALL 3” (SCH 80) CONDUIT” as specified in these contract documents and no additional compensation will be allowed.

12 – CONSTRUCT STONE PAVERS

The stone pavers shall be constructed per the project Plans. The work shall consist of removal of any existing stone pavers, compaction of existing subgrade, placement and compaction of crushed miscellaneous base, and installation of pavers over mortar per project Plans. Crushed miscellaneous base and any required fill shall be compacted to 90% relative compaction. Stone pavers shall be installed over 3.5” of mortar. Contractor shall include ½” mortar joints between stone pavers. Stone pavers and mortar joints shall be installed flush with the top of median curb. Stone surface shall be cleaned of any excess mortar.

Flagstone pavers shall be “Lompoc Stone” from Bourget Flagstone Company located in Santa Monica, CA, or City approved equal. Contractor shall submit sample of stone to City for

approval prior to purchasing material.

Payment for furnishing all labor, tools, materials, equipment and incidentals and for doing all the work in this section shall be based upon the completion of the entire work complete in place, and shall be included at the contract price per square foot for the bid item “CONSTRUCT STONE PAVERS” as specified in these contract documents and no additional compensation will be allowed.

13 - ADD ALTERNATE NO. A1 – CONSTRUCT BIOFILTRATION PLANTERS (4 EA)

The four biofiltration planters shall be constructed per the project Plans. The work shall consist of excavation, clearing & grubbing, grading sawcutting, construction of four biofiltration planters per project Plans, construction of reinforced concrete planter walls, installation of pea gravel, top soil and crushed miscellaneous base, installation of a 6” PVC perforated drain pipe with non-woven geotextile fabric, coring of existing catch basin, establishing a connection to existing catch basin, grouting drain pipe in place, landscaping, landscape restoration, curb and 12” AC slot patch construction.

Payment for furnishing all labor, tools, materials, equipment and incidentals and for doing all the work in this section shall be based upon the completion of the entire work complete in place, and shall be included in the lump sum price for bid item “CONSTRUCT BIOFILTRATION PLANTERS (4 EA)” as specified in these contract documents and no additional compensation will be allowed.

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CHECKLIST FOR BIDDERS

The following information is required of all Bidders at the time of the bid:

- _____ Completed and Signed Proposal
- _____ Completed and Signed Bid Sheets
- _____ Completed Information Required of Bidders Form
- _____ Completed References Sheet(s)
- _____ Executed Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Law
- _____ Attached Resume of General Construction Superintendent or on-site Construction Manager for the Contractor
- _____ Completed Designation of Subcontractors Form
- _____ Completed and Signed Contractor's Industrial Safety Record
- _____ Completed, Signed and Notarized Bid Bond or Other Security
- _____ Signed and Notarized Non-Collusion Declaration
- _____ Completed and Signed Acknowledgement of Addenda
- _____ Completed Bidder Statistical Information Form
- _____ All Addenda (if applicable)
- _____ Construction Contract DBE Commitment, Exhibit 15-G, and, if applicable, DBE Information – Good Faith Efforts, Exhibit 15-H, *with bid proposal or within 4 business days following bid opening*

Failure of the Bidder to provide all required information in a complete and accurate manner may be considered non-responsive.

PROPOSAL

CITY OF RANCHO PALOS VERDES

**PALOS VERDES DRIVE SOUTH COMPATIBLE BIKE LANE SAFETY PROJECT –
FEDERAL PROJECT NO. CML-5413(012)**

TO THE DIRECTOR OF PUBLIC WORKS, CITY OF RANCHO PALOS VERDES:

The undersigned, as bidder, declares that: (1) this proposal is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein; (2) bidder has carefully examined the project plans, specifications, instructions to bidders, proposal, notice to contractors and all other information furnished therefore and the site of the proposed work; (3) bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished. Furthermore, bidder agrees that submission of this proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract be awarded to bidder, to enter into a contract with the CITY OF RANCHO PALOS VERDES, to perform said proposed work in accordance with the plans, if any, and the terms of the specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except such thereof as may otherwise be furnished or provided under the terms of said specifications, for the following stated unit prices or lump-sum price as submitted on the Schedule attached hereto:

The bidder shall submit as part of this proposal a completed copy of the Contractor's Industrial Safety Record.

Accompanying this proposal is _____ (Insert) "\$_____" "cash," "Cashier's Check," "certified check," or "Bid Bond," as the case may be) in the amount equal to at least ten percent (10%) of the total aggregate bid price hereof based on the quantities shown and the unit prices quoted in the Bid Schedule.

The undersigned further agrees that should he/she be awarded the contract on the basis hereof and thereafter, defaults in executing the required contract, with necessary bonds and documents, within ten (10) days, not including Sundays and legal holidays, after having received notice that the contract has been awarded and is ready for signature, the proceeds of the security accompanying his bid shall become the property of the CITY OF RANCHO PALOS VERDES and this proposal and the acceptance thereof may be considered null and void.

The undersigned certifies to have a minimum of five (5) consecutive years of current experience in the type of Work related to this Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work and further certifies to have been so licensed for the five (5) years immediately preceding the date of receipt of Bids. The undersigned possesses California Contractor's License Number _____, Class_____, which expires on _____.

Signature(s) of bidder: _____

If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof. Two notarized officer's signatures and the corporate seal are required for corporations.

Legal Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Proposals which do not show the Contractor's License Number and expiration date of the Bidder's License under the provisions of Chapter 9 of Division 3 of the Business & Professional Code will be rejected.

Bid Date _____

This information must include all construction work undertaken in the State of California by the bidder and partnership joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The bidder may attach any additional information or explanation of data which bidder would like to be taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

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CITY OF RANCHO PALOS VERDES

BID SHEET

**PALOS VERDES DRIVE SOUTH COMPATIBLE BIKE LANE SAFETY PROJECT –
FEDERAL PROJECT NO. CML-5413(012)**

Bidder's Name: _____

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby agrees to enter into a contract to furnish all labor, materials, equipment and supplies for the project identified as **PALOS VERDES DRIVE SOUTH COMPATIBLE BIKE LANE SAFETY PROJECT** in accordance with the specifications and plans for demolition, construction and installation in the Contract Documents which are on file in the office of the Director of Public Works of the City of Rancho Palos Verdes to the satisfaction and under the direction of the Director of Public Works at the following prices:

LUMP SUM ITEMS SHALL INCLUDE PROVIDING AND INSTALLATION OF ALL COMPONENTS STIPULATED WITHIN THE CONTRACT DOCUMENTS AND NECESSARY INCIDENTALS TO FACILITATE PROVIDING SAID COMPONENTS. SURVEY, GRADING, AND BMPS SHALL BE CONSIDERED INCLUDED IN THE INDIVIDUAL BID ITEMS. NO ADDITIONAL PAYMENTS WILL BE MADE.

The quantities reflected on the plans and in the bid-sheets are representative of the amount of work for each item on the project, but are not final quantities to be used for computing payment. Payment will be based on the measurement of actual work completed. The contractor must notify in writing to the project manager of all discrepancies between actual bid quantities and those shown in the bid document prior to commencement of work in any area of the project.

BASE BID SCHEDULE

Item No.	Description	Estimated Quantity	Unit Meas.	Unit Price	Extended Amount
1	MOBILIZATION	1	LS		
2	CONSTRUCTION SURVEY AND MONUMENTATION	1	LS		
3	CONSTRUCTION PHASING AND TRAFFIC CONTROL	1	LS		
4	STORMWATER POLLUTION PREVENTION BEST MANAGEMENT PRACTICES	1	LS		
5	DEMOLITION/UNCLASSIFIED EXCAVATION	987	CY		
6	CONSTRUCT 8" PCC CURB OVER 6" CMB	5,830	LF		
7	CONSTRUCT 6" ASPHALT CONCRETE PAVEMENT OVER 10" CMB	23,722	SF		
8	IRRIGATION/LANDSCAPE RESTORATION	1	LS		
9	REMOVE SIGNS AND /OR SIGN POSTS	13	EA		
10	INSTALL STRIPING, PAVEMENT MARKINGS, AND RAISED PAVEMENT MARKERS	1	LS		
11	INSTALL NEW SIGN AND POST	23	EA		
12	RELOCATE STREET NAME SIGNS TO NEW WOOD POSTS	5	EA		
13	FURNISH AND INSTALL 3" (SCH 80) CONDUIT	340	LF		
14	CONSTRUCT STONE PAVERS	618	SF		
		TOTAL BASE BID			

TOTAL BASE BID SCHEDULE IN NUMBERS: \$ _____

TOTAL BASE BID SCHEDULE IN WORDS:

The contract shall be awarded to the lowest responsible bidder based on the TOTAL BASE BID. Note: Some items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Section 3-2.2.1 of the Standard Specifications. Therefore, regardless of total actual amount (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses. The Contract shall be awarded to the lowest responsible Bidder based on the total Bid price. This proposal shall include provision for at-risk youth employment per specification and grant requirements.

ALTERNATE BID SCHEDULE

Item No.	Description	Estimated Quantity	Unit Meas.	Unit Price	Extended Amount
A1	CONSTRUCT BIOFILTRATION PLANTERS (4 EA)	1	LS		
TOTAL ALTERNATE BID					

TOTAL ALTERNATE BID SCHEDULE IN NUMBERS: \$ _____

TOTAL ALTERNATE BID SCHEDULE IN WORDS:

The contract shall be awarded to the lowest responsible bidder based on the TOTAL BASE BID. Note: Some items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Section 3-2.2.1 of the Standard Specifications. Therefore, regardless of total actual amount (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses. The Contract shall be awarded to the lowest responsible Bidder based on the total Bid price. This proposal shall include provision for at-risk youth employment per specification and grant requirements.

INFORMATION REQUIRED OF BIDDER

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's name: _____
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.

- (3) Business address: _____
- (4) Telephone: _____ Facsimile: _____
- (5) Type of firm - Individual, Partnership, LLC or Corporation: _____
- (6) Corporation organized under the laws of the state of: _____
- (7) California State Contractor's License Number and Class: _____
- (8) DIR Contractor Registration Number: _____
- (9) List the name and title of the person(s) who inspected the site of the proposed Work for your firm:

- (10) Number of years' experience the company has as a contractor in construction work: _____
- (11) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Proposal:

List at least three similar projects completed as of recent date:

Contract Amount	Class of Work	Date Completed	Name, Address of Owner, & Telephone No.

- (12) NOTE: Upon request of the CITY, the bidder shall furnish evidence showing a notarized

financial statement, financial data, construction experience, or other information.

(13) “Bidder shall be properly licensed at the time of bid submission or the bid shall be considered non-responsive and shall be rejected.”

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REFERENCES

For all public agency projects in excess of \$300,000 you are currently working on or have worked on in the past five (5) years, provide the following information:

Project 1 Name/ Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 2 Name/ Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 3 Name/ Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 4 Name/ Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 5 Name/ Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 6 Name/ Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES
CONCERNING THE CONTRACTORS' LICENSING LAWS
[Business & Professions Code 7028.15]
[Public Contract Code 20103.5]**

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code 7028.15:

- (a) It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefore, except in any of the following cases:
 - (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now ' 20103.5] of the Public Contract Code.
- (b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- (c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.
- (d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractor to render services within the scope of their respective practices.
- (e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may

issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13 inclusive. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.

- (f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- (g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractor's State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board. The agency shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

License No.: _____

Class: _____

Expiration Date: _____

Date: _____

Signature: _____

RESUME

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Contractor.

DRAFT

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

List all Subcontractors who will perform Work or labor or render service to the 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 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 percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	California Contractor's License Number(s) and Class(es)	California DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%) ¹

¹The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

Contractor's INDUSTRIAL SAFETY RECORD FORM

Bidder's Name _____

	Current Year of Record	2016	2015	2014	2013	2012	Total
Number of contracts							
Total dollar amount of contracts (in thousands of dollars)							
Number of fatalities							
Number of lost workday cases							
Number of lost workday cases involving permanent transfer to another job or termination of employment							

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Signature: _____
 Title: _____
 Date: _____

Signature: _____
 Title: _____
 Date: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the _____ (“Public Agency”), has issued an invitation for bids for the work described as follows:

PALOS VERDES DRIVE SOUTH BICYCLE COMPATIBLE LANE IMPROVEMENT PROJECT – FEDERAL PROJECT NO. CML-5413(012)

WHEREAS _____

(Name and address of Bidder)

(“Principal”), desires to submit a bid to Public Agency for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder’s security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

_____ Dollars (\$ _____), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded a contract for the work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys’ fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal 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: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

DRAFT

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

[Public Contract Code § 7106]

State of California)
County of _____) ss.
City of _____)

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].

Signature _____

Subscribed and sworn to before me on _____
(Date)

(Notary Seal)

Signature _____
Notary Public

ACKNOWLEDGMENT OF ADDENDA

Bidder's Name: _____

The Bidder shall signify receipt of all Addenda here, if any:

Addendum Number	Date Received	Signature

If there are more Addenda than there is room in the chart above, attach another page acknowledging receipt of the Addenda.

Signature: _____

Title: _____

Date: _____

This form shall be submitted with the Bid

PROPOSER/BIDDER STATISTICAL INFORMATION FORM

All proposers/bidders responding to the solicitation must complete and submit this form in order for their proposer or bid to be considered. The information requested in the form will be used solely for statistical purposes. The contract(s) and/or subcontract(s) will be awarded without regard to gender, race, color, creed, or national origin.

1. Type of business entity:
- | | |
|---|--|
| <input type="checkbox"/> Sole partnership | <input type="checkbox"/> Nonprofit organization |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Franchise |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Corporation |
| <input type="checkbox"/> Other: _____ | |

2. Total number of employees in firm/organization, including owners: _____

3. Break down the total number of employees in your firm/organization into the following categories:

Race/Ethnicity	Owners, Partners, and Associate Partners		Managers	Staff
	Male	Female		
Black / African-American	_____	_____	_____	_____
Hispanic / Latino	_____	_____	_____	_____
Asian-American / Pacific Islander	_____	_____	_____	_____
American Indian / Alaska Native	_____	_____	_____	_____
Filipino American	_____	_____	_____	_____
White	_____	_____	_____	_____
Other	_____	_____	_____	_____

4. Indicate, by percentage, how ownership of the firm/organization is distributed:

	Black / African-American	Hispanic / Latino	Asian-American / Pacific Islander	American Indian / Alaskan Native	Filipino-American	White	Other
Men	_____	_____	_____	_____	_____	_____	_____
Women	_____	_____	_____	_____	_____	_____	_____

5. If your firm is currently certified as a Minority (MBE), Women (WBE), Disadvantaged (DBE), and/or Disabled Veteran (DVBE) Business Enterprise by a public agency, indicate the Business Enterprise certification of your firm, the certifying agency, and the expiration date of the certification:

MBE	WBE	DBE	DVBE	Name of Certifying Agency	Expiration Date
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

CHECKLIST FOR EXECUTION OF CONSTRUCTION CONTRACT

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

- Two Executed Notarized Copies of the Agreement (Attached)
- Payment Bond in Amount of Contract (Attached)
- Performance Bond in Amount of Contract (Attached)
- Workers Compensation Insurance Certificate in the amount required by law (Attached)
- Liability Insurance Certificate in the Amount of \$1 Million, Naming the City as a Co-insured
- Automobile Insurance Certificate in the Amount of \$1 Million
- General Aggregate Insurance Certificate in the Amount of \$2 Million, Naming the City as a Co-insured
- Agreement to Comply with California Labor Law Requirements (Attached)
- Business License with the City of Rancho Palos Verdes
- Indemnification and Hold Harmless Agreement (Attached)
- Additional Insured Endorsement - Comprehensive General Liability (Attached)
- Additional Insured Endorsement - Automobile Liability (Attached)
- Additional Insured Endorsement - Excess Liability (Attached)

**CITY OF RANCHO PALOS VERDES
PUBLIC WORKS AGREEMENT**

**PALOS VERDES DRIVE SOUTH COMPATIBLE BIKE LANE SAFETY PROJECT,
FEDERAL PROJECT NO. CML-5413(012)**

THIS AGREEMENT ("Agreement") is made and entered this ____ day of _____, 2017, by and between the CITY OF RANCHO PALOS VERDES, a California municipal corporation ("City") and _____, a _____ corporation ("Contractor"). Contractor's license number is _____.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **Scope of Services.** Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as the PALOS VERDES DRIVE SOUTH COMPATIBLE BIKE LANE SAFETY PROJECT (Project), as described in this agreement and in the Contract Documents (including Notice Inviting Bids, the Instructions to Bidders, the Proposal, the General Provisions, the Special Provisions, Appendices I through VI, the Plans and all addenda prepared prior to the date of bid opening setting forth any modifications or interpretations of any said documents), which are attached hereto as Exhibit "A" and incorporated herein by this reference, including miscellaneous appurtenant work. All work shall be performed in accordance with the 2015 edition of the Standard Specifications for Public Works Construction (commonly known as the "Greenbook") published by Public Works Standards Inc. (collectively "Standard Specifications"), which is incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and incorporated documents, the terms of this Agreement shall control.
2. **Extra Work.** Extra work, when ordered in writing by the Director of Public Works and accepted by the Contractor, shall be paid for underwritten work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between the Contractor and the Director of Public Works. All extra work shall be adjusted daily upon report sheet furnished by the Contractor, prepared by the Director of Public Works, and signed by both parties, and said daily report shall be considered thereafter the true records of extra work done.
3. **Effective Date.** This Agreement is effective as of the date listed above, and shall remain in full force and effect until Contractor has rendered the services required by this Agreement.
4. **Time.** Time is of the essence in this Agreement.
5. **Force Majeure.** Neither the City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of the public enemy, acts of the Government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

6. **Compensation.** In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of _____ dollars (\$_____) in accordance with the prices as submitted in Contractor's Proposal, attached hereto as Exhibit "B" and incorporated herein by this reference.
7. **Payments.** City shall make payments within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) days after receipt, and shall explain in writing the reasons why the payment request is not proper.
A payment shall be made as the City Council of the City prescribes upon estimates approved by the City Council. However, progress payments shall not be made in excess of ninety-five percent (95%) of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, the City, and unused. The City shall withhold not less than five percent (5%) of the Agreement price until final completion and acceptance of the Project. However, at any time after fifty percent (50%) of the work has been completed, if the City Council of the City finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual work completed.
8. **Substitute Security.**
- A. At the written request and expense of Contractor, securities equivalent to any moneys withheld by the City to ensure performance under this Agreement shall be deposited with the City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of the Agreement, the securities shall be returned to Contractor.
- B. Alternatively, Contractor may request that the City shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City, pursuant to the terms of this Section.
- C. Securities eligible for investment shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which Contractor and the City mutually agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.
- D. If Contractor elects to receive interest on moneys withheld in retention by the City, it shall, at the request of any subcontractor performing more than five percent (5%) of Contractor's total bid, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. Further mandatory details are provided in Public Contract Code Section 22300(d), which is incorporated herein by this reference.

- E. The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f), which is incorporated herein by this reference.
9. **Taxes.** Contractor shall calculate payment for all sales, unemployment, old age pension and other taxes imposed by local, State of California and federal law. These payments are included in the total amounts in Exhibit "B."
10. **Audit.** The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to the City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by the City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Agreement.
11. **Unresolved Disputes.** In the event that a dispute arises between the City and Contractor regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or 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 by the Agreement, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. In the event of any dispute or controversy with the City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters. Public Contract Code Sections 20104 et seq. and Rancho Palos Verdes Municipal Code chapter 3.24 ("Claims Against the City") shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.
12. **Termination.** This Agreement may be canceled by the City at any time with or without cause without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination as determined by the City, and such payment shall be in full satisfaction of all services rendered hereunder.
13. **Indemnity.**
- a. **Contractor's Duty.** To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, volunteers, agents, successors, assigns, and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, proceedings, suits, losses, bid protests, stop notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of or incident to any act, failure to act, error or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising out of the Agreement, including without

limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). Further, Contractor shall appoint competent defense counsel approved by the City Attorney at Contractor's own cost, expense and risk, to defend any and all such Claims that may be brought or instituted against Indemnitees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable.

- b. Bid Protests. In addition to its obligations pursuant to Section 13(a), Contractor shall reimburse the City for all attorneys' fees and costs incurred by City in connection with, arising out of or incident to any bid protest.
- c. Civil Code Exception. Nothing in Section 13(a) shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code section 2782(a) or the City's active negligence to the limited extent that the underlying Agreement is subject to Civil Code section 2782(b).
- d. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.
- e. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.
- f. Survival. The provisions of this Section 13 shall survive the termination of this Agreement and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against a Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

14. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Insurance Requirements for the City of Rancho Palos Verdes Public Works Contract; Workers' Compensation Certificate of Insurance; Additional Insured Endorsement (Comprehensive General Liability); Additional Insured Endorsement (Automobile Liability); and Additional Insured Endorsement (Excess Liability).

15. Antitrust Claims. In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have

under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.

- 16. Trenching and Excavations.** If the project involves trenching more than four (4) feet deep, Contractor shall promptly and before the following conditions are disturbed notify the City in writing of any: material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; subsurface or latent physical conditions at the site differing from those indicated; or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. The City shall promptly investigate the conditions, and if the City 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, the City shall issue a change order.
- 17. Utilities.** The City acknowledges its responsibilities under Government Code section 4215 and incorporates that section herein by this reference.
- 18. Location of Existing Elements.** The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. Alert and other private underground locating firm(s), utilizing specialized locating equipment and/or hand trenching.
- 19. Independent Contractor.** Contractor is and shall at all times remain, as to the City, a wholly independent contractor. Neither the City nor any of its agents shall have control over the conduct of Contractor or any of the Contractor's employees, except as herein set forth, and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to the City in such a manner and to such persons, firms, or corporations at the Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees. Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor to comply with applicable workers' compensation laws. The City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to the City from Contractor as a result of its failure to promptly pay to the City any reimbursement or indemnification arising under this Section.

- 20. Prevailing Wages.** City and Contractor acknowledge that this project is a public work to which prevailing wages apply. The Agreement to Comply with California Labor Law Requirements is attached hereto and incorporated herein by this reference. Eight hours of labor constitutes a legal day's work.
- 21. Workers' Compensation.** California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby certifies as follows:
- "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to under- take self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
- 22. Subcontracting.** Contractor shall adhere to all provisions of the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 et seq., which is incorporated herein by this reference.
- 23. Nondiscriminatory Employment.** Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, sex, sexual orientation, age or condition of disability. Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.
- 24. Debarred, Suspended or Ineligible Contractors.** Contractor shall not be debarred throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractor pursuant to California Labor Code Section 1777.1 or 1777.7.
- 25. Compliance with Laws.** Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement.
- 26. Bonds.** Contractor shall obtain faithful performance and payment bonds, each in an amount that is not less than the total compensation amount of this Agreement, and nothing in this Agreement shall be read to excuse this requirement. The required forms entitled Payment Bond (Labor and Materials) and Performance Bond are attached hereto and incorporated herein by this reference.
- 27. Contractor's Representations.** Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.
- 28. Conflicts of Interest.** Contractor agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code Section 1090 and 87100, in

any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

- 29. Third Party Claims.** City shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.
- 30. Non-Assignability; Subcontracting.** Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without the City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.
- 31. Applicable Law.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.
- 32. Titles.** The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
- 33. Authority.** The person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.
- 34. Entire Agreement.** This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.
- 35. Construction.** In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.
- 36. Non-waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the City of any payment to Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.
- 37. Notice.** Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service

during Contractor's or City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other.

To CITY:
Michael Throne, Director of Public Works
City of Rancho Palos Verdes
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275

To CONTRACTOR:
The address listed in Exhibit "B."

38. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

39. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on the following page.]

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF RANCHO PALOS VERDES, a municipal corporation

Brian Campbell, Mayor

ATTEST:

Emily Colborn, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David J. Aleshire, City Attorney

CONSULTANT:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CITY OF RANCHO PALOS VERDES

INSTRUCTIONS FOR EXECUTION OF INSTRUMENTS

THIS IS INSTRUCTION ONLY - IT IS NOT TO BE SIGNED OR USED IN CONJUNCTION WITH THE AGREEMENT OR ANY OTHER FORMS THAT MUST BE TURNED INTO THE CITY OF RANCHO PALOS VERDES - IT IS SIMPLY A FORMAT TO USE WHEN FILLING OUT DOCUMENTS.

1. By an Individual. The individual must sign the instrument, and if he/she is doing business under a fictitious name, the fictitious name must be set forth. The signature must be acknowledged before a Notary Public, using the proper form of acknowledgment.
2. By a Partnership. The name of the partnership must be set forth followed by the signatures of less than all of the partners will be acceptable only if submitted with evidence of authority to act on behalf of the partnership. The signatures must be acknowledged before a Notary Public, using the proper form of acknowledgment.
3. By a Corporation. The name of the corporation must be set forth, followed by the signatures of the President or Vice President and Secretary or Assistant Secretary. The signatures must be acknowledged before a Notary Public, using the proper form of acknowledgment.
4. By a Surety. The name of the surety must be set forth, followed by an authorized signature. The signatures must be acknowledged before a Notary Public, using the proper form of acknowledgment.

DRAFT

INSURANCE REQUIREMENTS FOR CITY OF RANCHO PALOS VERDES PUBLIC WORKS CONTRACT

The Contractor shall at all time during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by the City (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$2,000,000.00 combined single limit coverage against any injury, death, lose, or damage as a result of wrongful or negligent acts by the Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$1,000,000.00; (3) automotive liability insurance with a minimum combined single limits coverage of \$1,000,000.00; and (4) workers' compensation insurance in the amount required by law. The City, its officers, employees, attorneys, and volunteers shall be named as additional insured on the policy(ies) as to comprehensive general liability, property damage, and workers' compensation coverages.

1. Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California, or carriers with a rating of, or equivalent to, A: VII by A.M. Best & Company. Any deviation from this rule shall require specific approval, in writing, from the City.
2. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through addition of additional insured to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days prior written notice thereof. The Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.
3. The Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor.
4. The Contractor shall submit to the City (1) insurance certificates indicating compliance with the minimum workers' compensation insurance requirements above, and (2) insurance policy endorsements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements must be executed on the City's appropriate standard forms entitled "Additional Insured Endorsement," copies of which are attached hereto.

Bond No. _____

PAYMENT BOND

(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Rancho Palos Verdes, California ("Public Agency"), has awarded to

(Name and address of Contractor)

("Principal"), a contract (the "Contract"), which is incorporated herein by this reference, for the work described as follows:

WHEREAS, Principal is required under the terms of the Contract and the California Civil Code to file a good and sufficient payment bond with the Public Agency to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all subcontractors, laborers, material persons, and other persons employed in the performance of the Contract in the penal sum of _____

Dollars (\$ _____) (the "Penal Sum"), this amount being not less than one hundred percent (100%) of the total Contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 9100 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the Penal Sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay, in addition to the Penal Sum, all costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed there

under, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications there under. Surety hereby waives the provisions of California Civil Code sections 2845 and 2849.

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 Principal 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: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

APPROVED AS TO SURETY AND PRINCIPAL
AMOUNT

APPROVED AS TO FORM:

RICHARDS, WATSON & GERSHON
A Professional Corporation

By: _____
Insurance Administrator

By: _____
Public Agency Attorney

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Rancho Palos Verdes ("Public Agency"), has awarded to _____

(Name and address of Contractor)

("Principal"), a contract (the "Contract"), which is incorporated herein by this reference, for the work described as follows:

WHEREAS, Principal is required under the terms of the Contract to file a good and sufficient performance bond with the Public Agency for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____ Dollars (\$ _____) (the "Penal Sum"), this amount being not less than one hundred percent (100%) of the total Contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the Public Agency, its officers, agents, employees, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay, in addition to the Penal Sum, all costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code sections 2845 and 2849. The City is the principal beneficiary of this bond and has all rights of a party hereto.

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 Principal 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: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

APPROVED AS TO SURETY AND PRINCIPAL
AMOUNT

APPROVED AS TO FORM:

RICHARDS, WATSON & GERSHON
A Professional Corporation

By: _____
Insurance Administrator

By: _____
Public Agency Attorney

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached

**WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE**

WHEREAS, the City of Rancho Palos Verdes has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

City of Rancho Palos Verdes
City Hall
30940 Hawthorne Boulevard
Rancho Palos Verdes, California 90275

2. The insureds under such policy or policies are:

3. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Said policy or policies shall not be canceled, nor shall there be any reduction in coverage or limits of liability, unless and until thirty days' written notice thereof has been served upon the City Clerk of the City of Rancho Palos Verdes

By: _____
Its Authorized Representative

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
3. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.
5. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.
6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours

in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

9. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

10. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

Date _____ Signature 1: _____

Date _____ Signature 2: _____

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: _____

Indemnitor(s) *(list all names)*:

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Rancho Palos Verdes and its elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a) or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name _____

Name _____

By: _____

Its

By: _____

Its

ADDITIONAL INSURED ENDORSEMENT - COMPREHENSIVE GENERAL LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.
9. This endorsement and all notices given hereunder shall be sent to Public Agency at:
10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|---|--|
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Owners/Landlords/Tenants | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Manufacturers/Contractors | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Liquor Liability |
| <input type="checkbox"/> Extended Bodily Injury | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Broad Form Comprehensive General Liability Endorsement | <input type="checkbox"/> _____ |
| | <input type="checkbox"/> _____ |

12. A deductible or self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable per claim or per occurrence (*check one*).

13. This is an occurrence or claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

Signature of Authorized Representative

(*Original signature only; no facsimile signature or initialed signature accepted*)

Telephone No.: (_____) _____

ADDITIONAL INSURED ENDORSEMENT - AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured"): _____

Name and address of Insurance Company ("Company"): _____

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Rancho Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes, California 90275

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Any Automobiles | <input type="checkbox"/> Truckers Coverage |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles | <input type="checkbox"/> Public Livery Coverage |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Garage Coverage | <input type="checkbox"/> _____ |

12. A deductible or self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable G per claim or G per occurrence (*check one*).

13. This is an occurrence or claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (____) _____

Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

ADDITIONAL INSURED ENDORSEMENT - EXCESS LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.
8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity,

construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Rancho Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes, California 90275

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
---	------------------------------	----------------------------

- Following Form
- Umbrella Liability
- _____

11. Applicable underlying coverages:

<u>INSURANCE COMPANY</u>	<u>POLICY NO.</u>	<u>AMOUNT</u>
--------------------------	-------------------	---------------

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A deductible or self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable per claim or per occurrence (*check one*).

14. This is an occurrence or claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

(*Original signature only; no facsimile signature or initialed signature accepted*)

Telephone No.: (____) _____

APPENDIX I

MATERIAL RECYCLE PACKET

DRAFT

APPENDIX



City of Rancho Palos Verdes
Public Works Department
(310) 544-5252

Construction and Demolition Debris Waste Management Requirements

Introduction

State law requires that each California city and county divert at least 50% of all solid waste away from landfills by means of source reduction, recycling, and composting (diversion) activities. The City of Rancho Palos Verdes' and/or the CA Green Building Code policy for the reduction and recycling of construction and demolition (C&D) waste require **at least 50% diversion** for all municipal projects, including new construction, renovation, expansions or demolition, and 100% diversion for all land clearing projects.

A C&D Waste Management Plan is to be submitted to the Public Works Department for municipal projects or projects on public property. All work on private projects is handled by the Community Development Department.

The contents of this packet, when completed, constitute a C&D Waste Management Plan. This packet is designed to track the amount of C&D debris diverted or disposed from your City-related project. Its contents are as follows:

Pre-Project (Forms A and B)

Form A is the **PROJECT INFORMATION** form. This form asks for basic project information, such as type, description, size, valuation, and applicant contact information.

Form B is the **PRE-PROJECT WORKSHEET** form. Using your own estimates or the conversion factors provided in the table, you must identify the weight of the C&D debris, by material type, that will be recycled, reused, salvaged, disposed or transformed from your project.

A **LIST OF FACILITIES** that accept C&D materials for recycling is included in the packet. This list was developed to assist you in finding local facilities to use as an alternative to disposal.

A **LIST OF HAULERS** that are authorized to collect solid waste in RPV is included in the packet. You must use one of these haulers if contracting for trash removal service. If you need assistance in determining the total amount of C&D debris expected to be generated from this project, the following fac

PROJECT TYPE	C&D Debris Generation (pounds per square foot)*
Non-Residential Remodel	2.85
Non-Residential New Construction	3.89
Non-Residential Demolition	155.00

Forms A & B must be submitted before commencing work

Post-Project Summary (Form C)

Form C is the **POST-PROJECT SUMMARY** form. After conclusion of the project, you must submit a project summary of all disposal and diversion activities. This form must be submitted for approval prior to release of final project retention.

There are electronic versions of the forms that will automatically calculate waste generation, disposal, and diversion based on the data entered. Ask your Project Manager.



Form A - Project Information

Complete this form prior to commencing a building or demolition permit for all municipal projects, or projects on public property.

This form must be completed and approved or a demolition/building permit will NOT be finalized

The City of Rancho Palos Verdes requires that contractors complete the following Waste Management Plan for the reduction of waste produced from demolition and construction work performed within the City. City staff will provide assistance in developing and implementing the Waste Management Plan. If you have any questions regarding these requirements, please contact your Project Manager.

Project Name: _____ Project Address: _____

Contractor Name: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____ Email: _____

Project Type: Mark appropriate box in each column with an "X":

<input type="checkbox"/> New Construction	<input type="checkbox"/> Complete Demolition
<input type="checkbox"/> Renovation	<input type="checkbox"/> Partial Demolition
<input type="checkbox"/> Land Clearing	<input type="checkbox"/> Other

Estimated Project Start Date: _____ Estimated Project End Date: _____

Detailed Description of Project:

PW OFFICE USE ONLY - Approval Status

<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
<input type="checkbox"/> Further Explanation Needed	<input type="checkbox"/> Exempt due to Infeasibility

Reviewed by: _____ Date: _____

NOTE There are nine haulers authorized to do business in Rancho Palos Verdes. Please see attached list for contact information. For contractors who own their own bins, please refer to "Recycling and Diversion Facilities Located Near Rancho Palos Verdes" for a list of facilities that accept construction and demolition debris.



Project Name: _____

Form B - Pre-Project Worksheet

In the table below, list estimated weight of debris, by material type, that will be generated, recycled, reused, salvaged, disposed, or transformed by this project. You must include the haulers and all recyclers, salvage companies, recycling facilities, mixed use material recovery facilities, landfills, or transformation facilities that will be used for this project.

MATERIAL TYPE	GENERATION			DIVERSION			DISPOSAL		
	Estimated Volume (cu. yds) <small>ENTER ESTIMATE IN VOLUME OR WEIGHT COLUMN ONLY</small>	Estimated Weight (tons)	Conversion Factor (piky)	Tons to be Recycled	Tons to be Reused or Salvaged	Total Tons to be Recycled, Reused, or Salvaged	Total Tons to be Disposed or Transformed	Name of Hauler	Name of Facility
Asphalt			77200						
Bulky Items			80.00						
Cardboard			53000						
Carpet			14700						
Carpet Padding			62.00						
Clay Roofing Tile			880.00						
Comp. Roofing Material (not Tile)			731.00						
Concrete			860.00						
Dirt and Sand			928.00						
Durable Plastic Items			60.00						
EPS Packaging and Insulation			32.00						
Fiberglass Insulation			17.00						
Flat Glass			1400.00						
Gypsum			487.00						
HVAC Ducting			47.00						
Major Appliances			146.00						
Metals			225.00						
Other Aggregates			860.00						
Rock and Gravel			989.00						
Leaves & Grass			312.50						
Trimings: Branches, & Stumps			127.00						
Trash Bags			36.00						
Wood, Lumber, Pallets			189.00						
Mixed Debris (if no recycling)			1,100.00						
			A	B	C	D	E		
			0.00	0.00	0.00	0.00	0.00		

MIXED DEBRIS PROCESSING - USE ONLY IF DELIVERING TO A MIXED C&D PROCESSING FACILITY

Mixed C&D Debris (min. 50% diversion)	1,100.00	0.00
TOTAL GENERATION	0.00	0.00
TOTAL DIVERSION	0.00	0.00
TOTAL DISPOSAL	0.00	0.00

ITEMIZED BUILDING MATERIAL LIST (E.G. DOORS, WINDOWS, FIXTURES, ETC.)

Item	Quantity	Size	Tons	Cu. Yards
ESTIMATED TOTAL (complete needed columns)				

ESTIMATED TOTAL PROJECT DIVERSION RATE
 (G+C)/100





City of Rancho Palos Verdes
Public Works Department
 (310) 544-5252

Form C - Post-Project Summary

Project Name: _____ Project Address: _____
 Contractor Name: _____ Date: _____

Within 30 days after completion of your project, provide facility name, material, and total tonnage disposed and/or diverted. Copies of documentation, (i.e. weight tickets) must be attached. If an approved mixed waste processing facility was used, a report by the facility for this project is preferred. Return the completed form to your Public Works Project Manager. You may use additional sheets if necessary.

SUMMARY

I. DISPOSAL FACILITIES

Please list all disposal facilities (i.e. landfill or transformation) used for this project and enter the sum of all tickets/receipts per facility:

FACILITY NAME	Tons, CY, or Units	FACILITY NAME	Tons, CY, or Units
Sub Total			A

II. RECYCLING/REUSE/SALVAGE FACILITIES

Please list all recycling facilities or recyclers used for this project and enter the sum of all tickets/receipts per facility, by material recycled:

FACILITY/RECYCLER NAME	MATERIAL	Tons, CY, or Units
Sub Total		B

III. MIXED C&D DEBRIS PROCESSING FACILITIES

Please list all approved mixed C&D processing facilities used and enter the sum of all tickets/receipts per facility:

FACILITY NAME	TOTAL TONS DELIVERED	TONS DIVERTED	TONS DISPOSED
D		C	

PROJECT TOTALS

Please enter disposal and diversion totals for each item below, according to letter. Totals reported must match those listed in Sections I-III:

TOTAL DISPOSED **E** $A+C$ **TOTAL DIVERTED** **F** $B+D$ **TOTAL GENERATED** **G** $E+F$
OVERALL PROJECT DIVERSION RATE $(F+G)*100$

To the best of my knowledge, the above information is an accurate representation of the disposition of the construction and demolition materials generated on the job-site. I understand that the City of Rancho Palos Verdes may audit disposal and recycling documentation for this project.

Print Name: _____ Signature: _____

PW OFFICE USE ONLY			
Project Name: _____	Project Address: _____		
Diversion Requirement Met: <input type="checkbox"/> Yes <input type="checkbox"/> No	Final Compliance Report Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Summary Approved by: _____	Date: _____		





CITY OF RANCHO PALOS VERDES

CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING

This list was compiled by the City of Rancho Palos Verdes using information available at the time, for the purpose of assisting contractors to identify facilities available for diverting C&D materials. The City does not endorse any of the listed facilities, and the City does not require use of any of the listed facilities. All information included in the list is subject to verification by the user.

Recyclers

CHANDLER'S INERT SOLID LANDFILL

26311 Palos Verdes Drive East • Rolling Hills Estates • 310-784-2900

Notes: concrete, asphalt, clay dirt, sand rock

ALEXANDER LAND CLEARING, INC

1311 E. Lomita Blvd • Carson • 310-835-0247

Notes: asphalt and concrete

CALIFORNIA WASTE SERVICES

621 W. 152nd St. • Gardena • 90247 • 800-839-5550

Notes: Provide roll-off and 3-yard bins for recycling of mixed C&D.

JWR

3031 East "I" Street 90744

Wilmington (In Los Angeles)

Phone: (562) 590 - 8531 Fax: (562) 590 - 8584

Notes: processes mixed construction and demolition debris. (Anticipated to be open to public in Fall 2003)

LOONEY BINS

1-800-LOONEY BINS (566-6392)

Notes: Provide roll-off and 3-yard bins for recycling of mixed C&D.

COMMUNITY RECYCLING/RESOURCE RECOVERY

9147 DeGarmo Ave. • Sun Valley • 91352 • 818-767-7511

Notes: mixed construction and demolition debris; cardboard, pallets

MASTER RECYCLING CENTER

2845 Durfee Ave. • El Monte • 91732 • 626-350-4404

Notes: dirt; all and any type of C&D materials and/or projects; Public Only

DAN COPP CRUSHING CORP.

12017 Greenstone Ave. • Santa Fe Springs • 92670 • 714-777-6400

Notes: clean asphalt and concrete, no dirt, wood, trash, deleterious or hazardous material

EARTHSHINE

13633 S. Central Ave. • Los Angeles • 90059 • 714-897-4311

Notes: asphalt and/or concrete mixed with dirt and clean dirt

HANSON AGGREGATE (FORMERLY BLUE DIAMOND MATERIAL)

5625 Southern Ave. • South Gate • 90280 • 800-300-6120

Notes: asphalt millings and grindings, concrete block, slump stone

BASE MATERIALS, INC.

2121 E. 25th St. • Los Angeles • 90058 • 818-767-3088

Notes: clean concrete and dirt

LU MAR INDUSTRIAL METALS COMPANY

2120 N. Alameda • Compton • 323-636-0156

2/9/2012





CITY OF RANCHO PALOS VERDES

CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING

This list was compiled by the City of Rancho Palos Verdes using information available at the time, for the purpose of assisting contractors to identify facilities available for diverting C&D materials. The City does not endorse any of the listed facilities, and the City does not require use of any of the listed facilities. All information included in the list is subject to verification by the user.

Notes: industrial scrap, all metals, all C&D

D&T RECYCLING & SALVAGE

14113 Garfield • Paramount • 562-531-4990

Notes: all scrap metals

PHILLIPS RECYCLING

6544½ Cherry Ave. • Long Beach • 562-422-9556

Notes: scrap metals

AAA CARPET RECYCLING

5542 West Washington Blvd. • Los Angeles • 90016 • 213-933-3323

Notes: carpet pad

CARPET PAD RECYCLING

12030 Sherman Way • North Hollywood • 91605 • 818-503-9454

Notes: carpet/pad

DUPONT FLOORING SYSTEM

15651 Salicoy Ct. • Van Nuys • 91406 • 818-374-5243

Notes: carpet

PAD & CARPET RECYCLERS OF AMERICA

7803 Noble Ave. • Van Nuys • 91405 • 818-787-6606

Notes: carpet/pad

D&D RECYCLING

1320 West El Segundo Blvd. • Gardena • 90247 • 310-329-8475

Notes: carpet/pad

Reuse Organizations

HABITAT FOR HUMANITY- SOUTH BAY/LONG BEACH

4320 Atlantic Ave. • Long Beach • 90807 • 562-427-4663

Notes: like-new construction materials for affordable housing-cabinets, sinks, etc.

LOS ANGELES MATERIALS EXCHANGE (LACOMAX)

<http://www.lacomax.com>

888-CLEAN-LA (253-2652)

CALIFORNIA MATERIALS EXCHANGE (CALMAX)

<http://www.ciwmb.ca.gov/CalMAX>

CallMAX@ciwmb.ca.gov 877-520-9703 Toll Free

2/9/2012



RPV's LIST OF AUTHORIZED COMMERCIAL HAULERS



ROLL-OFFS, DUMPSTERS & BINS Total of 7 Companies 2017

The list below is in alphabetic order. You may contact any hauler from this list. Select the best price and service that suits your needs and deadlines.

CAL MET SERVICES	CA WASTE SERVICES (CWS)	CONSOLIDATED DISPOSAL (aka Republic/ Allied Waste)
P.O. Box 2137 Paramount, CA 90723 (562) 259-1239 Fax (562) 529-7688 www.calmetservices.com Roll-off & Small Dumpsters/Bins	621 W. 152nd Street Gardena, CA 90247 (310) 538-5998, or 800-839-5550 Fax (310) 538-9040 www.californiawasteservices.com Roll-off & Small Dumpsters/Bins	12949 Telegraph Rd Santa Fe Springs, CA 90670 (800) 299-4898 Fax (562) 906-0251 www.republicservices.com Roll-off & Small Dumpsters/Bins
EDCO CORPORATION	UNIVERSAL WASTE SYSTEMS (UWS)	WASTE MANAGEMENT- L.A. (WM)
950 E. 27th Street Signal Hill, CA 90755 (310) 540-2977 Fax (562) 423-1971 www.edcodisposal.com Roll-off & Small Dumpsters/Bins	P.O. Box 3038 Whittier, CA 90605 (800) 631-7016 Fax (562) 941-4915 www.uwscorporation.com Roll-off Only	1970 E. 213th Street Long Beach, CA 90810 (800) 774-0222 Fax (310) 522-6570 www.wm.com Roll-off & Small Dumpsters/Bins
WEST COAST ROLLOFF		
3100 Puente Street Fullerton, CA 92835 (310) 532-6732 Fax (714) 255-0154 www.westcoastwaste.com Roll-off only		



RECYCLING SERVICES:

Recycling is offered at a lower/discounted rate. If you have separate recycling bins, ask for a discount. Recycle and Save Money!

NOTE: An Encroachment Permit is required for any dumpster or bin placed at the curb or on the public right-of-way. Call the Dept. of Public Works at 310-544-5252 to obtain information and a Permit.

Dumpsters/bins placed on private property (on the driveway and/or yard) do not need an Encroachment Permit.

Rev. 1/11/17

p:\r\solidwaste\haulers\comm\listofhaulers-comm dumpster for public use 2017.xlsx (Excel) 1/12/2017



Conversion Factors for C&D Reporting

Material	Size	LBS
Asphalt, crushed	1 cubic foot	45
Asphalt/paving, crushed	1 cubic yard	1,380
Asphalt/shingles comp, loose	1 cubic yard	418.5
Asphalt/shingles comp	400 sq. ft. coverage	225
Asphalt/shingles comp	Square	56.25
Asphalt/tar roofing	1 cubic yard	2,919
Brick, common hard	1 cubic foot	112-125
Brick, whole	1 cubic yard	3,024
Cement, bulk	1 cubic foot	100
Cement, mortar	1 cubic foot	145
Ceramic tile, loose 6"x6"	1 cubic yard	1,214
Chalk, lumpy	1 cubic foot	75-85
Charcoal	1 cubic foot	15-30
Clay, kaolin	1 cubic foot	22-33
Clay, potter's dry	1 cubic foot	119
Concrete, cinder	1 cubic foot	90-110
Concrete, scrap, loose	1 cubic yard	1,855
Cork, dry	1 cubic foot	15
Earth, common, dry	1 cubic foot	70-80
Earth, loose	1 cubic foot	76
Earth, moist, loose	1 cubic foot	78
Earth, mud	1 cubic foot	104-112
Earth, wet, containing clay	1 cubic foot	100-110
Granite, broken or crushed	1 cubic foot	95-100
Granite, solid	1 cubic foot	130-166
Gravel, dry	1 cubic foot	100
Gravel, loose	1 cubic yard	2,565
Gravel, wet	1 cubic foot	100-120



Material	Size	LBS
Mortar, hardened	1 cubic foot	100
Mortar, wet	1 cubic foot	150
Mud, dry close	1 cubic foot	110
Mud, wet fluid	1 cubic foot	120
Pebbles	1 cubic foot	90-100
Pumice, ground	1 cubic foot	40-45
Pumice, stone	1 cubic foot	39
Quartz, sand	1 cubic foot	70-80
Quartz, solid	1 cubic foot	165
Rock, loose	1 cubic yard	2,570
Rock, soft	1 cubic foot	100-110
Sand, dry	1 cubic foot	90-110
Sand, loose	1 cubic yard	2,441
Sand, moist	1 cubic foot	100-110
Sand, wet	1 cubic foot	110-130
Sheetrock scrap, loose	1 cubic yard	393.5
Slate, fine ground	1 cubic foot	80-90
Slate, granulated	1 cubic foot	95
Slate, solid	1 cubic foot	165-175
Soil/sandy loam, loose	1 cubic yard	2,392
Stone or gravel	1 cubic foot	95-100
Stone, crushed	1 cubic foot	100
Stone, crushed, size reduced	1 cubic yard	2,700
Stone, large	1 cubic foot	100



APPENDIX II

Plans for
PALOS VERDES DRIVE SOUTH
COMPATIBLE BIKE SAFETY LANES
FEDERAL PROJECT NO. CML-5413(012)

DRAFT

APPENDIX III

NEPA/CEQA RE-VALIDATION FORM

DRAFT

NEPA/CEQA RE-VALIDATION FORM

DIST./CO./RTE.	07/LA/0
PM/PM	
E.A. or Fed-Aid Project No.	CML-5413(012)
Other Project No. (specify)	CE # 200908017
PROJECT TITLE	Bike Compatible Safety and Linkage
ENVIRONMENTAL APPROVAL TYPE	CE: Section 8004
DATE APPROVED	6/14/10
REASON FOR CONSULTATION (23 CFR 771.129)	Check reason for consultation: <input type="checkbox"/> Project proceeding to next major federal approval <input checked="" type="checkbox"/> Change in scope, setting, effects, mitigation measures, requirements <input type="checkbox"/> 3-year timeline (EIS only) <input type="checkbox"/> N/A (Re-Validation for CEQA only)
DESCRIPTION OF CHANGED CONDITIONS	The re-validation is needed due change in project scope.

NEPA CONCLUSION - VALIDITY

Based on an examination of the changed conditions and supporting information: [Check ONE of the three statements below, regarding the validity of the original document/determination (23 CFR 771.129). If document is no longer valid, indicate whether additional public review is warranted and whether the type of environmental document will be elevated.]

- The original environmental document or CE remains valid. No further documentation will be prepared.
- The original environmental document or CE is in need of updating; further documentation has been prepared and is included on the continuation sheet(s) or is attached. With this additional documentation, the original ED or CE remains valid.
 Additional public review is warranted (23 CFR 771.111(h)(3)) Yes No
- The original document or CE is no longer valid.
 Additional public review is warranted (23 CFR 771.111(h)(3)) Yes No
 Supplemental environmental document is needed. Yes No
 New environmental document is needed. Yes No (If "Yes," specify type: _____)

CONCURRENCE WITH NEPA CONCLUSION

I concur with the NEPA conclusion above.

 Signature: Environmental Branch Chief

07/13/16 *Ren - good* 07/14/16
 Date Signature: Project Manager/DLAE Date

CEQA CONCLUSION : (Only mandated for projects on the State Highway System.)

Based on an examination of the changed conditions and supporting information, the following conclusion has been reached regarding appropriate CEQA documentation: (Check ONE of the five statements below, indicating whether any additional documentation will be prepared, and if so, what kind. If additional documentation is prepared, attach a copy of this signed form and any continuation sheets.)

- Original document remains valid. No further documentation is necessary.
- Only minor technical changes or additions to the previous document are necessary. An addendum has been or will be prepared and is included on the continuation sheets or will be attached. It need not be circulated for public review. (CEQA Guidelines, §15164)
- Changes are substantial, but only minor additions or changes are necessary to make the previous document adequate. A Supplemental environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15163)
- Changes are substantial, and major revisions to the current document are necessary. A Subsequent environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15162) (Specify type of subsequent document, e.g., Subsequent FEIR.)
- The CE is no longer valid. New CE is needed. Yes No

CONCURRENCE WITH CEQA CONCLUSION

I concur with the CEQA conclusion above.

 Signature: Environmental Branch Chief

 Date Signature: Project Manager/DLAE Date

NEPA/CEQA RE-VALIDATION FORM

CONTINUATION SHEET(S)

Address only substantial changes or substantial new information since approval of the original document and only those areas that are applicable. Use the list below as section headings as they apply to the project change(s). Use as much or as little space as needed to adequately address the project change(s) and the associated impacts, minimization, avoidance and/or mitigation measures, if any.

Changes in project design, e.g., substantial scope change; a new alternative; change in project alignment

The project limits have been changed to: 2,400 feet west of Schooner Drive to Conqueror Drive.

The project work still consists of grading, adding additional width to existing roadway, curb construction, signage, striping, landscape restoration, relocation of existing traffic signs, traffic control, and the construction of area signs. No right-of-way acquisitions will be involved in this project, however there is an anticipated maximum depth of excavation of 2 feet. This project will have no negative impacts on any of the existing cultural resources nor will it have any impacts on any biological resources.

Changes in environmental setting, e.g., new development affecting traffic or air quality;

N/A

Changes in environmental circumstances, e.g., a new law or regulation; change in the status of a listed species.

N/A

Changes to environmental impacts of the project, e.g., a new type of impact, or a change in the magnitude of an existing impact.

N/A

Changes to avoidance, minimization, and/or mitigation measures since the environmental document was approved.

The following measures need to be implemented during all phases of construction:

- All work will be limited to the prism of the road way.
- An ESA fence shall be installed along the shoulder of the eastbound lane (Oceanside) of Palos Verdes Drive.
- Any construction equipment that needs to be staged along Palos Verdes Drive shall only be done along the westbound shoulder or on the paved surfaces to the north of Palos Verdes Drive.
- It is advised that only construction equipment emitting low noise should be used.
- The City of Rancho Palos Verdes noise ordinance for construction outlining permissible days/hours of construction and maximum noise levels shall be adhered to at all times.
- Vegetation removal is not authorized for this project.
- All construction activity shall be limited to day light hours. No night work is permitted.

(continued on next page)

NEPA/CEQA RE-VALIDATION FORM

- Construction activities shall be scheduled outside of the bird nesting season (February 15th to September 15th). If this is not possible, than a nesting bird survey shall be conducted by a qualified biologist prior to any ground breaking activities. If an active nest is observed, it shall be mapped and a buffer zone designated. The size of the buffer zone will be determined by the biologist based on the sensitivity of the species and regulatory requirement. Construction activities will be excluded from this buffer zone until the nest is no longer active.
- This project is not authorized to impact any surface or ground water.
- This project must employ all appropriate Storm Water and Erosion Control Best Management Practices (BMPs), and these must be incorporated into project specifications. Work shall cease when the chance for rain is more than 30%, and is forecasted for the future 72 hours.

Changes to environmental commitments since the environmental document was approved, e.g., the addition of new conditions in permits or approvals. When this applies, append a revised Environmental Commitments Record (ECR) as one of the Continuation Sheets.

N/A