

# City of Lynwood

OLANDA STREET SEWER LINE MAINTENANCE  
FOR STRUCTURAL SEWER DEFICIENCIES PROJECT  
PROJECT No. TBA

## Public Works Department

Bid date:

Tuesday, May 29, 2018 at 10:00 A.M



PREPARED BY:

NICK SERVIN, PE  
ACTING CITY ENGINEER

José Luis Solache  
MAYOR

Maria T. Santillan-Beas  
Mayor Pro-Tempore

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Council Person

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Salvador Mendez  
Acting Public Works Director

**CITY OF LYNWOOD**  
**PUBLIC WORKS DEPARTMENT**  
**CONTRACT DOCUMENTS**

**FOR**

**OLANDA STREET SEWER LINE MAINTENANCE  
FOR STRUCTURAL SEWER DEFICIENCIES PROJECT  
IN THE CITY OF LYNWOOD, CALIFORNIA**

The Special Provisions contained in these Contract Documents have been prepared by, or under the direct supervision of the following Registered Civil Engineer:

  
Civil Engineer:

Nick Servin, PE  
Acting City Engineer



Prepared By:

DEPARTMENT OF PUBLIC WORKS  
UTILITY SERVICES DIVISION

**Approved By:**

  
Salvador Mendez  
Acting Public Works Director

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**CITY OF LYNWOOD**  
**PUBLIC WORKS DEPARTMENT**

**PART 1 - BIDDING AND CONTRACTUAL  
DOCUMENTS AND FORMS**

**OLANDA STREET SEWER LINE MAINTENANCE  
FOR STRUCTURAL SEWER DEFICIENCIES PROJECT**

**PROJECT NO.: TBA**

- Section 1.1 Notice Inviting Bids
- Section 1.2 Instructions to Bidders
- Section 1.3 Bid Documents
  - 1.3.1 Bid (Proposal and Workers' Compensation Certificate)
  - 1.3.2 Bid Schedule
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  - 1.3.8 Bidder's Insurance Statement
- Section 1.4 Agreement and Bonds
  - 1.4.1 Agreement Form
  - 1.4.2 Performance Bond
  - 1.4.3 Payment Bond
  - 1.4.4 Certificates/Proof of Insurance and Endorsements

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## CITY OF LYNWOOD

### 1.1 NOTICE INVITING BIDS

#### OLANDA STREET SEWER LINE MAINTENANCE FOR STRUCTURAL SEWER DEFICIENCIES PROJECT

Project No. TBA

**1.1.1 NOTICE IS HEREBY GIVEN** that sealed bids for the **OLANDA STREET SEWER LINE MAINTENANCE FOR STRUCTURAL SEWER DEFICIENCIES PROJECT** will be received at the City Clerk's Office of the City of Lynwood, 11330 Bullis Road, Lynwood, California 90262 until **10:00 A.M. (Pacific Time)**, on **Tuesday, May 29, 2018**, at which time they will be opened and read aloud. The form of the bids shall be in accordance with the Instructions to Bidders, and any bids received after the time and date specified above will be returned unopened.

**1.1.2 WITHDRAWAL OF BIDS.** No Bidder shall withdraw its bid for a period of sixty (60) days after the Bids have been publicly opened, subject to the exceptions set forth in Section 5103 of the California Public Contract Code. This sixty (60) day review period may be extended upon the written request of the Engineer, and written approval of the affected Bidders.

**1.1.3 DESCRIPTION OF THE WORK:** The Olanda Street Sewer Line Maintenance for Structural Sewer Deficiencies Project is more specifically defined in the Contract Document, but in general consists of, but is not limited to, the following work: Repair or replacement of 8" sewer line deficiencies, as noted in Appendix 3.6 Video Log Field Reports, along sewer line of Olanda Street. Location of the Work is **OLANDA STREET FROM ATLANTIC AVENUE TO CARLIN AVENUE** The work is to be completed before the expiration of **THIRTY (30) WORKING DAYS** from the date specified in a written "Notice to proceed" from the City.

#### **1.1.4 AWARD OF CONTRACT:**

- (a) The City of Lynwood shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. Whenever additive or deductive items are included in a bid, the lowest bid shall be the lowest Total Bid Price on the Base Bid without consideration of the bid prices on any additive or deductive items. The City of Lynwood reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process to the extent permitted by law.
- (b) As a condition of award, the successful bidder will be required to submit payment and performance bonds and proof of insurance and endorsements as specified in the Contract Documents.

**1.1.5 BID SECURITY:** Each bid shall be accompanied by a certified or cashier's check or Bid Bond in the amount of ten percent (10%) of the Total Bid Price, payable to the City of Lynwood.

**1.1.6 CONTRACTOR'S LICENSE CLASSIFICATION:** The Contractor shall possess a valid, unexpired Class **A** license approved by the State of California Contractors State License Board at the time of submitting bids.

**1.1.7 CALIFORNIA WAGE RATE REQUIREMENTS:** The Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. A copy of said wage rates and the latest revisions thereto are on file at the City Engineer's Office of the City of Lynwood located at 11330 Bullis Road, Lynwood, California 90262. The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site.

#### **1.1.7a NOTICE REQUIREMENTS:**

- a. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after \_\_\_\_\_) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- b. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after \_\_\_\_\_) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- c. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- d. The contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

**1.1.8 RETAINAGE FROM PAYMENTS:** The Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention of any portion of the payment by the City by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code.

**1.1.9 PRE-BID VISIT TO WORK SITE: Not required**

**1.1.10 OBTAINING OR INSPECTING CONTRACT DOCUMENTS:**

- (a) Contract Documents may be inspected without charge at the Public Works Department, Engineering Division, 11750 E. Alameda St., Lynwood, California 90262.
- (b) Complete sets of said Contract Documents may be download from the City of Lynwood website Bids and RFPs [www.lynwood.ca.us](http://www.lynwood.ca.us)

**1.1.11 ADDRESS AND MARKING OF BIDS:** The envelope enclosing the Bid shall be sealed and addressed to the City of Lynwood, Attention: City Clerk, and shall be delivered or mailed to the City Clerk at 11330 Bullis Road, Lynwood, California 90262. The envelope shall be plainly marked in the upper left hand corner with the name and address of the Bidder and shall bear the words "Bid For OLANDA STREET SEWER Line Maintenance For Structural Sewer Deficiencies Project" followed by the title and number of the Project and the date and hour of opening Bids. The certified or cashier's check or Bid Bond shall be enclosed in the same envelope with the Bid.

BY ORDER OF THE CITY COUNCIL, CITY OF LYNWOOD, CALIFORNIA  
Maria Quiñónez, CITY CLERK

  
\_\_\_\_\_  
Salvador Mendez  
Acting Public Works Director  
Department of Public Works

# CITY OF LYNWOOD

## 1.2 INSTRUCTIONS TO BIDDERS

**1.2.1 DEFINED TERMS** - Terms used in these Instructions to Bidders and the Notice Inviting Bids and not defined herein shall have the meanings assigned to them in the General Provisions of the Standard Specifications for Public Works Construction (the "Greenbook") latest Edition and the Special Provisions of the Contract Documents. The term "Bidder" shall mean one who submits a Bid directly to the City of Lynwood as distinct from a sub-bidder, who submits a Bid to a Bidder. The term "Engineer" shall be as defined in the Special Provisions. "Bid Documents" shall consist of those documents listed in Section 1.3 hereof.

**1.2.2 COMPETENCY OF BIDDERS** - In selecting the Lowest Responsible Bidder under the procedure set forth in Subsection 1.2.18 of these Instructions, consideration will be given not only to the financial standing of the Bidder, but also to the general competency of the Bidder for the performance of the Work covered by the Bid. To this end, each Bid shall be supported by a statement of the Bidder's recent experience on the form entitled "Bidder's General Information," bound herein. Résumés of key construction personnel who will be assigned to the Work shall also be required. Except as otherwise provided under Public Contract Code §20103.5, no Bid for the Work will be accepted from a contractor who does not hold a valid contractor's license in the State of California for the classifications named in the Notice Inviting Bids at the time of opening Bids.

**1.2.3 DISQUALIFICATION OF BIDDERS** - More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that any Bidder is interested in more than one Bid for the Work contemplated, all Bids in which such Bidder is interested will be rejected. If the City believes that collusion exists among the Bidders, all Bids will be rejected.

### 1.2.4 BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND THE SITE -

- (a) It is the responsibility of each Bidder before submitting a Bid to examine the Contract Documents thoroughly; visit the site to become familiar with local conditions that may affect cost, progress, or performance of the Work; consider federal, state, and local laws and regulations that may affect cost, progress, or performance of the Work; study and carefully correlate the Bidder's observations with the Contract Documents; and notify the Engineer of all conflicts, errors, or discrepancies noted in the Contract Documents.
- (b) Reference is made to the Special Provisions for identification of those reports of explorations and tests of subsurface conditions at the site which may have been utilized by the Engineer in the preparation of the Contract Documents. However, such reports are NOT a part of the Contract Documents. The interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained therein or the completeness thereof is the responsibility of the Bidder.
- (c) Copies of such reports and drawings will be made available for inspection by the City to any Bidder upon request. Those reports and drawings are NOT part of the Contract Documents, but any technical data contained therein upon which the Bidder is entitled to rely is limited to that set forth in the Special Provisions.
- (d) Subject to the provisions of Section 4215 of the California Government Code, information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the City and the Engineer by the owners of such underground utilities or others, and the City does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Special Provisions.
- (e) Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the Standard Specifications and Special Provisions.
- (f) Before submitting a Bid, each Bidder must, at Bidder's own expense, make or obtain any additional examinations and investigations which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or which otherwise may affect cost, progress, or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- (g) Where feasible, upon request in advance, the City will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submittal of a Bid. The Bidder shall fill all exploration and test holes made by the Bidder and shall repair damage, clean up, and restore the site to its former condition upon completion of such exploration.



- (h) The lands upon which the Work is to be performed, the rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Plans (Contract Drawings) of the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures will be obtained and paid for by the City unless otherwise specified in the Contract Documents.
- (i) The submittal of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Section; that without exception the Bid is premised upon performing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all the terms and conditions for performance of the Work.

**1.2.5 INTERPRETATIONS** - All questions about the meaning or intent of the Contract Documents shall be in writing and hand-delivered or mailed to the Engineer at the City of Lynwood, Public Works Dept., 11330 Bullis Road, Lynwood, California 90262. Faxes and e-mails will not be accepted. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be resolved by the issuance of Addenda mailed or hand-delivered to all parties recorded by the Engineer or the City as having received the Contract Documents. Questions received less than 7 days prior to the date of opening Bids may not be answered. Only questions that have been resolved by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

**1.2.6 BID SECURITY, BONDS, AND INSURANCE** - Each Bid shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Notice Inviting Bids. Said check or bond shall be made payable to the City of Lynwood and shall be given as a guarantee that the Bidder, if awarded the Contract to perform the Work will enter into an Agreement with the City in the form provided in the Contract Documents, and will furnish the necessary proof of insurance/certificates and endorsements, Payment Bond, and Performance Bond. Each of said bonds and insurance certificates shall be in the amounts stated in the Standard Specifications or Special Provisions. In case of refusal or failure of the successful Bidder to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the City. If the Bidder elects to furnish a Bid Bond as its security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form.

**1.2.7 RETURN OF BID SECURITY** - Within 14 days after award of the Contract, the City will return all bid securities accompanying such of the Bids that are not considered in making the award. All other Bid securities will be held until the Agreement has been finally executed. They will then be returned to the respective Bidders whose Bids they accompanied.

**1.2.8 BID FORM** - The Bid shall be made on the Bid Schedule sheets bound herein and the pages shall not be removed from the bound volume. Unless otherwise provided in the Notice Inviting Bids, in the event there is more than one Bid Schedule, the Bidder may Bid on any individual schedule or on any combination of schedules. All bid items shall be properly filled out. Where so indicated in the Bid Documents, Bid prices shall be shown in words and figures, and in the event of any conflict between the words and figures, the words shall govern. The envelope enclosing the sealed bids shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall bear the words "BID FOR," followed by the title and number of the Project and the date and hour of opening of bids. The Bid Security shall be enclosed in the same envelope with the Bid.

**1.2.9 SUBMITTAL OF BIDS** - The Bids shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time. Bids will not be accepted after the appointed time for opening of bids, no matter what the reason.

**1.2.10 NON-RESPONSIVE BIDS** – Non-responsive bids will be rejected. A bid **shall** be considered non-responsive for reasons including, but not limited to, the following:

1. The Bidder fails to furnish a price for all Bid Items in the Bid Schedule when there is more than one Bid Item in the Bid Schedule.
2. The Bidder attaches unauthorized modifications, conditions, limitations, or provisions to the Bid.
3. The Bidder fails to list the percentage of work to be performed by subcontractors.
4. The percentage of work to be performed by subcontractors exceeds 50% of the Total Bid Price.
5. The Bidder fails to attend a **required** pre-bid walk-through.
6. The Bidder fails to provide written acknowledgement of receipt of all Bid Addenda.
7. Other reasons as permitted by applicable law.

A bid **may** be considered non-responsive for reasons including, but not limited to the following: The Bidder fails to complete all items in Subsection 1.3.7 of the Bid Documents, Bidder's General Information.

**1.2.11 DISCREPANCIES IN BIDS** - In the event that there is more than one Bid Item in the Bid Schedule, the Bidder shall furnish a price for all Bid Items in the Bid Schedule, and failure to do so shall render the Bid non-responsive and shall cause its rejection. In the event that there are Unit Price Bid Items in a Bid Schedule and the Item Amount listed for a Unit Price Bid Item does not equal the product of the Unit Price and the Estimated Quantity listed, the Unit Price shall govern, and the Item Amount will be adjusted accordingly. In the event that there is more than one Bid Item in a Bid Schedule and the amount listed in the "Total Bid Price for Unit Price Bid Schedule" box does not agree with the sum of prices listed in the "Item Amount" column, the prices listed in the "Item Amount" column on the Bid Schedule shall govern, and the amount listed in the "Total Bid Price for Unit Price Bid Schedule" box will be adjusted accordingly. The Contractor shall be bound by the foregoing adjustments, subject to the provisions of Section 5100 et seq. of the California Public Contract Code.

**1.2.12 QUANTITIES OF WORK –**

- (a) The quantities of work or materials stated in unit price items of the Bid are supplied only to give an indication of the general scope of the Work; the City does not expressly or by implication agree that the actual amount of work or materials will correspond therewith.
- (b) In the event of an increase or decrease in the quantity of a unit price bid item, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit prices established for such work under the Contract Documents; provided, that for unit price items, increases of more than 25 percent, decreases of more than 25 percent, and eliminated items shall be adjusted as provided in Section 3 of the Standard Specifications and Special Provisions.

**1.2.13 WITHDRAWAL OF BID** - The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids prior to the scheduled closing time for receipt of Bids.

**1.2.14 RELIEF OF BIDDERS. –** A Bidder shall be permitted to withdraw a Bid after the opening of Bids only if the bidder established to the satisfaction of the Engineer, all of the elements set forth in Section 5103 of the California Public Contract Code, including, but not limited to the following:

- 1. A clerical error was made by the Bidder in filling out the Bid, and the error was not due to error in judgment or carelessness in inspecting the site of the Work, or in reading the Plans or Specifications.
- 2. The clerical error caused the Bid to be materially different than the Bidder intended the Bid to be.
- 3. The Bidder gave the City Clerk written notice within five (5) days after the opening of Bid of the mistake, specifying in detail the nature of the mistake and how the mistake occurred.

**1.2.15 MODIFICATIONS** - The completed Bid forms shall be without interlineations, alterations, or erasures. Oral, FAX, telegraphic, e-mail, or telephone Bids or modifications will not be considered.

**1.2.16 LIQUIDATED DAMAGES** - Provisions for Liquidated Damages, if any, shall be as set forth in the Agreement and the Special Provisions.

**1.2.17 SUBSTITUTE OR "OR-EQUAL" ITEMS** - The Work, if awarded, will be on the basis of materials and equipment described in the Plans or specified in the Special Provisions without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Plans or specified in the Special Provisions that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Engineer, data substantiating a request for a substitution of an "or equal" item or items will not be considered by the Engineer until after the Effective Date of the Agreement. The procedure for submittal of any such application by the Contractor and consideration by the Engineer is set forth in Section 4 of the Standard Specifications, as amended by Section 2.4 of the Special Provisions. The form in Appendix C of the Contract Documents shall be used to request substitutions.

**1.2.18 DETERMINATION OF LOWEST RESPONSIBLE BIDDER –**

- (a) The Engineer shall first establish the "Apparent Lowest Bidder," using the Total Bid Price set forth in the applicable Bid Schedule(s), subject to the calculation adjustment criteria set forth in Section 1.2.11 of these Instructions.
- (b) After the Apparent Lowest Bidder has been established, the Engineer shall review the balance of the Bid Documents submitted by the Apparent Lowest Bidder to ascertain if that Bidder's bid is responsive. In general, a bid is considered responsive if it has been completed and submitted in accordance with all of the requirements of the Bid Documents, Notice Inviting Bids, Instructions to Bidders, Special Provisions and any Bid Addenda.
- (c) If the Bid submitted by the Apparent Lowest Bidder is responsive, that Bidder's qualifications will be reviewed by the Engineer to ascertain if the Bidder is responsible. A responsible bidder is one who has

demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Work required by the Contract Documents. Consideration will be given to the quality and performance of work on past contracts, including previous work (if any) performed by the Bidder for the City.

- (d) If the Engineer ascertains that the Apparent Lowest Bidder is responsible and has submitted a responsive bid, the Engineer shall report his findings to the City Council with a recommendation that the Bidder be awarded the contract for the work as the Apparent Lowest Responsible Bidder.
- (e) Should the Engineer determine that the Bid submitted by the Apparent Lowest Bidder is not responsive or that such Bidder is not responsible, the Engineer shall review the responsiveness and responsibility of the next Apparent Lowest Bidder. This process shall continue until an apparent Lowest Responsible Bidder is determined and the Engineer's findings and recommendations for award are reported to the City Council. If one or more Apparent Lowest Bidders are found by the Engineer to be non-responsive or non-responsible, those bidders shall be notified and given a reasonable opportunity to present additional relevant evidence bearing on their responsibility or bid responsiveness within seven (7) calendar days after the Bidder(s) receive such notice.
- (f) Determinations and findings of the Engineer shall be reported as recommendations to the City Council. The City Council reserves the right reject any or all bids, and to waive any informalities or irregularities to the extent permitted by law.

#### **1.2.19 BID PROTEST PROCEDURES.**

- (a) Any protest of a proposed award to the Apparent Lowest Bidder must be submitted in writing to the City Engineer no later than 5:00 p.m. on the third (3rd) business day following the date of the bid opening.
- (b) The initial protest must contain a complete statement of the basis for the protest. The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the protesting party and the name, address and telephone number of any person representing the protesting party.
- (c) The party filing the protest must concurrently transmit a copy of the initial protest to the Apparent Lowest Bidder.
- (d) The party filing the protest must have actually submitted a bid on the project. A subcontractor of a party filing a bid on this project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another bidder, but must timely pursue its own protest.
- (e) The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a Bid Protest. A Bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
- (f) The City shall review all timely protests prior to award of the Bid by the City Council. The City shall not be required to hold an administrative hearing to consider a timely protest, but may do so at the option of the Engineer, or if otherwise legally required. At the time of the City Council's consideration of the recommendation for award of the bid, the City Council shall also consider the merits of any timely protests and the Engineer's recommendation thereon. The City Council may either accept the protest and award the bid to the next Lowest Responsible Bidder, or reject the protest and award to the Lowest Responsible Bidder.
- (g) Nothing in this Section shall be construed as a waiver of the City Council's right to reject all bids.

**1.2.20 AWARD OF CONTRACT** - Award of Contract, if it is awarded, shall be made to the Lowest Responsible Bidder as determined by the City Council, and a Notice of Award shall be sent to such Bidder. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open, unless extended by mutual agreement of the bidders. Unless otherwise indicated, a single award will not be made for less than all the Bid Items of an individual Bid Schedule. In the event the Work is contained in more than one (1) Bid Schedule, the City may award schedules individually or in combination. In the case of two (2) or more Bid Schedules which are alternative to each other, only one of such alternative schedules will be awarded. Once the award is made, the successful Bidder shall secure all insurance, and shall furnish all proof of insurance/certificates with original endorsements attached and bonds required by the Contract Documents within ten (10) calendar days after receipt of the Notice of Award from the City. **Failure to provide City with the required bonds, insurance coverage, proof of insurance and/or endorsements within ten (10) calendar days of receipt of the Notice of Award may result in withdrawal of award and forfeiture of the Bidder's Bid Security.**

**1.2.21 EXECUTION OF AGREEMENT** - The Bidder to whom the proposed award is to be made shall execute a written agreement with the City in the form of Agreement set forth in Subsection 1.4.1 of the Contract Documents within ten (10) calendar days after receipt of the Agreement form from the City. Failure or refusal to enter into an Agreement as herein provided or failure to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the proposed award and forfeiture of the Bid Security. If the lowest responsible bidder refuses or fails to execute the Agreement, the City may award the Contract to the second lowest responsible Bidder. If the second lowest responsible Bidder refuses or fails to execute the Agreement, the City may award the Contract to the third lowest responsible Bidder. On the failure or refusal of such second or third lowest responsible bidder to execute the Agreement, each such bidder's Bid Security shall be likewise forfeited to the City.

**1.2.22 WORKER'S COMPENSATION REQUIREMENT** - The Bidder should be aware that in accordance with the laws of the State of California, the Bidder will, if awarded the Contract, be required to secure the payment of compensation to its employees pursuant to the Worker's Compensation Certification executed by Bidder as part of the Bid Proposal.

**- END OF INSTRUCTIONS TO BIDDERS -**

# 1.3 BID DOCUMENTS

The following listed documents, identified in the lower right corner as "**Bid Document**", shall be fully executed and submitted with the Bid prior to the time of the opening of Bids.

1.3.1 Bid (Proposal and Workers' Compensation Certificate)

1.3.2 Bid Schedule(s)

1.3.3 List of Subcontractors

1.3.4 Anti-Trust Claim

1.3.5 Non-Collusion Affidavit

1.3.6 Bid Bond (Bid Security Form)

1.3.7 Bidder's General Information

1.3.8 Bidder's Insurance Statement

Failure of a Bidder to fully execute and submit all of the listed documents with the Bid may result in the Bid being rejected as non-responsive.

**1.3.1 B I D**  
**(PROPOSAL AND WORKERS' COMPENSATION CERTIFICATE)**

**BID TO: CITY OF LYNWOOD, CALIFORNIA**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City in the form of agreement included in Subsection 1.4.1 of the Contract Documents (the "Agreement") to perform the Work as specified or indicated in said Contract Documents entitled:

**OLANDA STREET SEWER LINE MAINTENANCE  
FOR STRUCTURAL SEWER DEFICIENCIES PROJECT**  
**PROJECT NO. TBA**

Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and the Instructions to Bidders dealing with the disposition of the Bid Security.

This Bid will remain open for the period stated in the Notice Inviting Bids, unless otherwise required by law. Bidder will enter into the Agreement within the time and in the manner required in the Instructions to Bidders, and will furnish the proof of insurance/certificates, insurance endorsements, Payment Bond, Performance Bond, and all Licenses and Permits within the time and in the manner required by the Contract Documents.

**Bidder has examined copies of all the Contract Documents, including the following ADDENDA (receipt of which is hereby acknowledged):**

Number 1 _____	Date _____
Number 2 _____	Date _____
Number 3 _____	Date _____
Number 4 _____	Date _____
Number 5 _____	Date _____
Number 6 _____	Date _____

Bidder has familiarized itself with the nature and extent of the Contract Documents, the Work, the site, the locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress, or performance of the Work, and has made such independent investigations as Bidder deems necessary.

**In conformance with the current statutory requirements of California Labor Code Section 1860, et seq., the undersigned confirms the following as its certification:**

**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.**

Attached hereto are the following completed and fully-executed documents:

- (1) Bid Schedule(s) "A" and "B," consisting of three (3) pages;
- (2) List of Subcontractors;
- (3) Anti-Trust Claim;
- (4) Non-Collusion Affidavit;
- (5) Bid Bond (Bid security Form);
- (6) Bidder's General Information; and
- (7) Bidder's Insurance Statement.

Bidder agrees to complete the Work required under the Contract Documents within the time stipulated in said Contract Documents, and to accept as full payment therefor the Total Bid Price based on the Lump Sum or Unit Bid Price(s) set forth in the attached Bid Schedule(s).

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Dated: \_\_\_\_\_ Bidder: \_\_\_\_\_

By: \_\_\_\_\_

(Signature of Bidder's Authorized Representative)

Title: \_\_\_\_\_

### 1.3.2 UNIT PRICE BID SCHEDULE "A"

**OLANDA STREET SEWER LINE MAINTENANCE  
FOR STRUCTURAL SEWER DEFICIENCIES PROJECT  
PROJECT NO. TBA**

	Description	Qty	Cost
1.	Mobilization and Demobilization	1 (LS)	\$
2.	Sheeting, Shoring and Bracing	1 (LS)	\$
3.	Temporary Traffic Control	1 (LS)	\$
4.	Water Pollution Control.	1 (LS)	\$
5.	Replace 8" Sewer Line Deficiency in Video Log Field Reports: AB6-AB7 on Olanda St. @ 156.3 ft excavate and replace AB6-AB7 on Olanda St. @ 159.9 ft. excavate and replace about 5' of line	2 (EA)	\$
6.	Epoxy Robotic Repair AB7-AB8 on Olanda St. @ 271.2 ft.	1 (EA)	\$
7.	Site Restoration	1 (LS)	\$

**QUANTITIES OF WORK:**

The quantities of work or material stated in the Unit Price items of the Deductive Bid Schedule are supplied only to give an indication of the general scope of the Work. The City does not expressly nor by implication agree that the actual amounts of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any Unit Price Bid Item, by an amount up to 25 percent of increase or decrease, without a change in the unit prices, and shall have the right to delete any bid item in its entirety, and receive full credit in the amount shown in the Deductive Bid Schedule for the deleted item of Work.

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Name of Bidder or Firm



## INFORMATION REQUIRED OF BIDDER

### 1.3.3 LIST OF SUBCONTRACTORS

As required under Section 4100 et seq., of the Public Contract Code, the Bidder shall list below the name and business address of each subcontractor who will perform Work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent of the Contractor's Total Bid Price, or ten thousand dollars (\$10,000), whichever is greater, and shall also list the portion of the Work which will be done by such subcontractor. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted.

The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the Total Bid Price except that any designated "Specialty Items" may be performed by subcontract. The amount of any such "Specialty Items" so performed may be deducted from the Total Bid Price before computing the amount required to be performed by the Contractor with its own organization. The City will identify any "Specialty Items" in the Bid Schedule(s). Where an entire Specialty Item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price for that item. When a portion of a Specialty Item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price for that item. This will be determined from information submitted by the Contractor and subject to approval by the Engineer.

Work to be Performed	Subcontractor Contractor's License Number	Percent of Total Contract	Subcontractor's Name & Address
1. _____	_____	_____	_____ _____ _____
2. _____	_____	_____	_____ _____ _____
3. _____	_____	_____	_____ _____ _____
4. _____	_____	_____	_____ _____ _____
5. _____	_____	_____	_____ _____ _____
6. _____	_____	_____	_____ _____ _____

## 1.3.4 ANTI-TRUST CLAIM

Pursuant to Public Contract Code Section 7103.5, upon acceptance of its bid, Contractor agrees to the following: "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all 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 Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

RESPECTFULLY SUBMITTED:

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone (with area code)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Type of License

\_\_\_\_\_  
Federal I.D. No.

\_\_\_\_\_  
Email address

(SEAL--if Bid is by a corporation)

ATTEST \_\_\_\_\_

# 1.3.5 NON-COLLUSION AFFIDAVIT

(To be Executed by Bidder and Submitted with Bid Pursuant to Public Contract Code Section 7106)

State of California, County of \_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor / Company / Bidder Name

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of California

My Commission Expires: \_\_\_\_\_

## 1.3.6 BID BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety,  
are hereby held and firmly bound unto the City of Lynwood, a California Municipal Corporation, (hereinafter referred to as the "City") in the penal sum of DOLLARS (\$ \_\_\_\_\_ ), being not less than ten percent (10%) of the Total Bid Price, for the payment of which sum in lawful money of the United States, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns by these presents.

The Condition of the above obligation is such that whereas the Principal has submitted to City a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing with City for the completion / construction / demolition of Project No. **TBA**, entitled: **OLANDA STREET SEWER LINE MAINTENANCE FOR STRUCTURAL SEWER DEFICIENCIES PROJECT**

### **NOW, THEREFORE,**

- a. If said Bid shall be rejected, or
- b. If said Bid shall be accepted and the Principal shall execute and deliver to the City a contract in the form of agreement set forth in the Contract Documents (properly completed in accordance with said Bid) within ten (10) calendar days after receipt of same from City, and shall, within the time and manner set forth in the Contract Documents, furnish a Bond for his/her faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, the required proof of insurance/certificates, required insurance endorsements, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the court.

**IN WITNESS WHEREOF**, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
(Legal Company Name)

\_\_\_\_\_  
(Legal Company Name)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

(Corporate Seal)

**IMPORTANT**: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the Work or Project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). **Notary acknowledgements for Principal and Surety signatures and Power of Attorney for Surety must be attached. THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name and Address of Agent or Representative in California if different from above) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Telephone Number of Surety and Agent or Representative in California) \_\_\_\_\_

\_\_\_\_\_

### 1.3.7 BIDDER'S GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to complete and attach all items may cause the Bid to be rejected as non-responsive.

1. BIDDER/CONTRACTOR'S Name and Street Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. CONTRACTOR'S Telephone Number: ( ) \_\_\_\_\_  
Facsimile Number: ( ) \_\_\_\_\_

3. CONTRACTOR'S License: Primary Classification \_\_\_\_\_  
State License Number(s) \_\_\_\_\_  
Supplemental License Classifications \_\_\_\_\_

4. Surety Company and Agent who will provide the required Bonds on this Contract:

Name of Surety: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Surety Company Agent: \_\_\_\_\_

Telephone Numbers: Agent ( ) \_\_\_\_\_ Surety ( ) \_\_\_\_\_

5. Type of Business Entity (Sole Proprietorship, Partnership, Corporation, etc.):

\_\_\_\_\_

6. Corporation organized under the laws of the State of:

\_\_\_\_\_

7. Is your business entity qualified to do business in the State of California?: \_\_\_\_\_

Date qualified. \_\_\_\_\_

8. List the names, addresses and titles of the principal members/officers of your business entity:

Name	Title	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____

### 1.3.7 BIDDER'S GENERAL INFORMATION (Continued)

9. Number of years experience as contractor performing the specific type of construction or Work required for this Project as set forth in the Contract Documents: \_\_\_\_\_

10. List at least three projects completed to date involving construction or Work similar to that required for the completion of this Project:

a. Owner \_\_\_\_\_ Address \_\_\_\_\_  
Contact \_\_\_\_\_ Class of Work \_\_\_\_\_  
Phone \_\_\_\_\_ Contract Amount \_\_\_\_\_  
Project \_\_\_\_\_ Date Completed \_\_\_\_\_

b. Owner \_\_\_\_\_ Address \_\_\_\_\_  
Contact \_\_\_\_\_ Class of Work \_\_\_\_\_  
Phone \_\_\_\_\_ Contract Amount \_\_\_\_\_  
Project \_\_\_\_\_ Date Completed \_\_\_\_\_

c. Owner \_\_\_\_\_ Address \_\_\_\_\_  
Contact \_\_\_\_\_ Class of Work \_\_\_\_\_  
Phone \_\_\_\_\_ Contract Amount \_\_\_\_\_  
Project \_\_\_\_\_ Date Completed \_\_\_\_\_

11. Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

\_\_\_\_\_  
\_\_\_\_\_

12. List the name and title of the person who will supervise full-time the proposed work for your firm:

\_\_\_\_\_

13. Is full-time supervisor an employee \_\_\_\_\_ or an independent contractor? \_\_\_\_\_

14. Please attach resumes of key construction personnel who will be assigned to the Work on this Project.

**Note: Bidder agrees that personnel named on this form and in the attached resumes will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.**

15. A financial statement or other information and references sufficiently comprehensive to permit an appraisal of your current financial condition may be required by the Engineer.

## **1.3.8 BIDDER'S INSURANCE STATEMENT**

**(To Be Submitted with Bid)**

**BIDDER HEREBY CERTIFIES** that the Bidder has reviewed and understands the insurance requirements set forth in Subsection 1.4.4 of the Bidding and Contractual Documents and Forms, Subsection 2.7.2 of the Special Provisions and elsewhere in the Contract Documents. Should the Bidder be awarded the contract for the Work, Bidder further certifies that it can meet all insurance requirements set forth in the Contract Documents, including, but not limited to, providing or requiring insurance coverage for subcontractors; naming of City as an additional insured, and providing waivers of subrogation. Bidder acknowledges and understands that all cost associated with providing and maintaining the required insurance coverage are the sole responsibility of the Contractor and that the costs of procuring and maintaining said coverage is included in Contractor's Bid.

Bidder further agrees and certifies that if awarded the contract, Bidder will provide the proof of insurance and endorsements required by the Contract Documents within ten (10) calendar days of receipt of the Notice of Award. **Bidder acknowledges that failure to provide City with the required insurance coverage, proof of insurance and/or endorsements within ten (10) calendar days of receipt of the Notice of Award, may result in withdrawal of award and forfeiture of the Bidder's Bid Security.**

Dated: \_\_\_\_\_ Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Bidder's Authorized Representative)

Title: \_\_\_\_\_



**1.4.1 CITY OF LYNWOOD AGREEMENT**  
**OLANDA STREET SEWER LINE MAINTENANCE**  
**FOR STRUCTURAL SEWER DEFICIENCIES PROJECT**  
**PROJECT NO. TBA**

This agreement (the "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by and between the **City of Lynwood**, a California Municipal Corporation ("City") and \_\_\_\_\_, a ("Contractor"). City and Contractor are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

**R E C I T A L S**

City and Contractor, based upon the mutual promises contained herein, do hereby agree as follows:

**I. CONTRACT DOCUMENTS**

This Agreement consists of the following Contract Documents, the terms and conditions of which are expressly incorporated as component parts of this Agreement as if herein set out in full or attached hereto:

- A. Notice Inviting Bids, Dated
- B. Instructions to Bidders.
- C. Addenda.
- D. Contractor's Bid Proposal and Workers' Compensation Certificate dated \_\_\_\_\_, and all other Bid Documents attached thereto, including but not limited to:
  - 1. Bid Schedule(s)
  - 2. List of Subcontractors
  - 3. Anti-Trust Claim
  - 4. Non-Collusion Affidavit
  - 5. Bidder's General Information
  - 6. Bid Bond (Bid Security Form)
  - 7. Bidder's Insurance Statement
- E. Payment Bond.
- F. Performance Bond.
- G. Certificates/Proof of Insurance and Endorsements.
- H. Certified Copy of the Lynwood City Council Resolution No. \_\_\_\_\_ awarding the contract to Contractor.
- I. Notice of Award dated \_\_\_\_\_
- J. Notice to Proceed dated \_\_\_\_\_.
- K. The Plans (Contract Drawings).
- L. Special Provisions
- M. Standard Specifications for Public Works Construction, "Greenbook" latest Edition.

- N. Appendices A through F of the Contract Documents.
- O. Reference Specifications.
- P. Approved and Fully-Executed Change Orders.
- Q. The Director of the Department of Industrial Relations' Determination of Prevailing Wage Rates for Public Works for each craft or type of worker required to perform the Work under this Agreement.

## **II. CONTRACT PRICE**

The City agrees to pay, and the Contractor agrees to accept as full payment for the Work outlined in the Contract Documents, the Contract Price of

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subject to additions and deductions, if any, made in accordance with said Contract Documents. Progress payments shall not be made more often than once each thirty (30) days, nor shall progress payments paid be in excess of ninety percent (90%) of the Contract Price at time of completion. Final payment to Contractor will be processed thirty-five (35) days after the City has recorded the Notice of Completion. Contractor may, upon Contractor's written request, and approved by the City Council, at Contractor's expense, deposit substitute securities, as stated in Government Code Section 16430, and as authorized by Public Contract Code, Section 22300, in lieu of retention monies withheld to insure performance.

Payment of undisputed amounts due under this Agreement, including the final payment due hereunder, is contingent upon the Contractor furnishing to the City an unconditional release by the Contractor of all claims against the City arising by virtue of this Agreement related to those amounts. Disputed claims in stated amounts may be specifically excluded by Contractor from the operation of any release. No payment, final or otherwise, shall operate to release the Contractor or its sureties from obligations arising under this Agreement or the bonds and warranties furnished hereunder. No payment shall be construed as an acceptance of any of the Work or of defective or improper materials.

## **III. BONDS**

Within ten (10) calendar days of receiving the Notice of Award and prior to Contractor's commencement of the Work, Contractor shall furnish to City, using the forms set forth in the Bid Documents, a Labor and Materials Payment Bond in an amount equal to one hundred percent (100%) of the Contract Price, and a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price, said bonds to be in conformance with the Contract Documents, including but not limited to, the General Specifications and Subsection 2.2.2 of the Special Provisions.

#### **IV. INDEMNITY**

Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its respective elected and appointed boards, officials, officers, agents, employees, representatives and volunteers (individually and collectively referred to hereinafter as "Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Agreement, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of City's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Indemnitees. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such suit, action or other legal proceeding. 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. The only limitations on this provision shall be those imposed by California Civil Code Section 2782.

This obligation to indemnify and defend Indemnitees as set forth herein shall survive the termination of this Agreement and is in addition to any rights which City may have under the law. This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to City.

#### **V. INSURANCE**

Without limiting Contractor's indemnification of Indemnitees as set forth in Section IV of this Agreement, Contractor shall obtain, provide and maintain, at its own expense, the types and amounts of insurance described in Subsection 2.7.2 of the Special Provisions of the Contract Documents. Such insurance shall be in force prior to Contractor commencing any Work under this Agreement and shall remain in force for the duration of this Agreement and for any other such period as may be required herein. Contractor shall provided proof of the required insurance coverage and the endorsements specified in Subsection 2.7.2 of the Special Provisions within ten (10) calendar days of receipt of the Notice of Award.

#### **VI. INELIGIBLE SUBCONTRACTORS**

In accordance with the provisions of Section 6109 of the California Public Contract Code, Contractor agrees that it shall not perform any work under this Agreement with a subcontractor who is ineligible to perform work on a public works contract pursuant to Sections 1777.1 and 1777.7 of the California Labor Code. Contractor further acknowledges that any contract on a public works project entered into between a

contractor and debarred subcontractor is void as a matter of law, and a debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by a Contractor for work performed on this Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who have been allowed to work on the Project.

## **VII. COMMENCEMENT OF WORK AND LIQUIDATED DAMAGES**

The Contractor shall commence the Work required by this Agreement within ten (10) calendar days of the date specified in the Notice to Proceed from the City, and shall **complete all Work as specified in the Contract Documents within THIRTY (30) WORKING DAYS from the date in said Notice.**

City and Contractor have discussed the provisions of Government Code Section 53069.85 and the damages that may be incurred by City if the Work is not completed within the time specified in this Agreement. The City and Contractor hereby represent that at the time of signing this Agreement, it is impracticable and extremely difficult to fix the actual damage which will be incurred by City if the Work is not completed within the number of **working** days allowed. Accordingly, City and Contractor agree that the sum of **\$500.00 per calendar day is a reasonable sum to assess as Liquidated Damages** to City by reason of the failure of Contractor to complete the Work within the time specified.

## **VIII. CERTIFICATION UNDER LABOR CODE SECTION 1861**

By signing this Agreement, Contractor makes the following certification required by Section 1861 of the California Labor Code:

“I am aware of the provisions of Section 3700 of the California Labor Code which requires 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 any Work under this Agreement.”

## **IX. APPRENTICES**

The Contractor acknowledges that, in accordance with Section 1777.5 of the State Labor Code, he/she will be held responsible for compliance with the provisions of this Section for all apprenticeable occupations.

## **X. SUBSTITUTION OF SUBCONTRACTORS**

The Contractor hereby agrees to reimburse the City for costs incurred by the City in the substitution of subcontractors. Where a hearing is held pursuant to the provisions of Section 4100 et seq. of the Public Contract Code by the City or a duly appointed hearing officer, the Clerk of the City of Lynwood shall prepare and certify a statement of all costs incurred by the City for investigation and conduct of the hearing, including the costs of any hearing officer and shorthand reporter appointed.

The statement shall then be sent to the Contractor, who shall reimburse the City for such costs. If not paid separately, such reimbursement may be deducted from any money due and owing to the Contractor prior to the City's acceptance of the Project.

## **XI. LICENSES**

Contractor acknowledges and agrees that Contractor must have all appropriate contractor's licenses. Contractor further warrants and represents that he/she/they has/have the appropriate contractor's license to pursue the work hereunder. Contractor's failure to have or maintain all appropriate licenses during the entire term of this Agreement shall be cause for the immediate and summary termination of this Agreement by City. Contractor shall be liable for all City's costs incurred to complete the Work under this Agreement in the event of such termination.

## **XII. EMPLOYMENT DISCRIMINATION PROHIBITED**

Pursuant to California Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, political affiliation or sexual orientation in the performance of Work under this Agreement. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, political affiliation or sexual orientation.

## **XIII. PREVAILING WAGES**

The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the work covered by this Agreement involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws as set forth in the foregoing statutes and in the Special Provisions of the Contract Documents.

## **XIV. AUTHORITY TO EXECUTE**

The person or persons executing this Agreement on behalf of Contractor warrants and represents he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation, partnership, or business entity and warrants and represents that he/she/they has/have the authority to bind Contractor to the performance of its obligations hereunder.

**XV. ASSIGNMENT; GOVERNING LAW**

This Agreement may not be assigned by Contractor, in whole or in part, without the prior written consent of the City. This Agreement and any dispute arising hereunder shall be governed by the law of the state of California.

**XVI. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Contractor’s regular business hours or by facsimile before or during Contractor’s regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this Section.

**City**

City of Lynwood  
Attn: City Engineer  
11330 Bullis Road  
Lynwood, CA 90262  
Fax No. (310) 635-0493

**Contractor**

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No. \_\_\_\_\_

**XVII. ATTORNEYS FEES**

Should either Party bring any action to protect or enforce its rights under this Agreement or the Contract Documents, the prevailing party in such action shall be entitled to recover, in addition to all other relief, its reasonable attorneys fees and costs.

**XVIII. WARRANTY**

All Work shall be warranted by Contractor against defective workmanship and materials for a period of one (1) year form the date the Work is accepted as complete by the Lynwood City Council. The contractor shall replace or repair any such defective work in a manner satisfactory to Engineer, following notice from Engineer specifying the work to be done and the time in which replacement or repair shall be completed. If Contractor fails to make such replacement or repair within the time specified in the notice, the City may perform the needed repairs and Contractor’s sureties shall be liable for the cost thereof.

**XIX. ENTIRE AGREEMENT, WAIVER AND MODIFICATION**

This Agreement contains the completely final, entire, and exclusive agreement between the Parties with respect to the subject matter hereof, and no waiver, alteration, or modification of any of the provisions hereof or rights to act hereunder shall be binding unless made in writing signed by both Parties. Any attempted modification, amendment, or alteration in violation hereof shall be void.

**IN WITNESS WHEREOF**, each of the Parties hereto has caused the Agreement to be executed in its name on its behalf by a duly authorized officer as of this day and year first above written.

**CITY OF LYNWOOD**

**CONTRACTOR**

By: \_\_\_\_\_  
José Luis Solache  
Mayor

\_\_\_\_\_  
LEGAL NAME OF FIRM

By: \_\_\_\_\_  
Signature of Chairman of Board,  
President, or Vice President

Attest:

\_\_\_\_\_  
(Typed/Printed Name)

By: \_\_\_\_\_  
Maria Quiñónez  
City Clerk

\_\_\_\_\_  
(Title)

Approved as to Form:

By: \_\_\_\_\_  
Signature of Secretary, Assistant  
Secretary, CFO, or Assistant Treasurer

By: \_\_\_\_\_  
Noel Tapia  
City Attorney

\_\_\_\_\_  
(Typed/Printed Name)

\_\_\_\_\_  
(Title)

**[NOTARY REQUIRED FOR  
SIGNATURE(S) OF CONTRACTOR]**

## **1.4.2 CONTRACT PERFORMANCE BOND (CALIFORNIA PUBLIC WORKS)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the **City of Lynwood** (referred to hereinafter as "City") has entered into an Agreement dated on \_\_\_\_\_ (referred to hereinafter as the "Agreement") with \_\_\_\_\_, (hereinafter designated as "Contractor" or "Principal"), for **OLANDA STREET SEWER LINE MAINTENANCE FOR STRUCTURAL SEWER DEFICIENCIES PROJECT** Project No. TBA (hereafter referred to as the "Project").

WHEREAS, the Work to be performed by the Contractor is more particularly set forth in the Agreement for the Project, the terms and conditions of which, including those set forth in the Contract Documents incorporated as component parts the of Agreement, are expressly incorporated herein by this reference; and

WHEREAS, the Contractor is required by the Agreement to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States, said sum being not less than 100 percent of the total amount payable by the City under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounden 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 the undertakings, terms, covenants, conditions and agreements set forth in the Agreement and any alteration thereof made as therein provided, on his/her or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one-year guarantee of all materials and workmanship; and indemnify and save harmless the City, its officers, officials, employees, authorized agents and volunteers, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought on this bond, said Surety will pay to City a reasonable attorney's fee to be fixed by the Court.



As a condition precedent to the satisfactory completion of the Agreement, unless otherwise provided for in the Agreement, the above obligation shall hold good for a period of one (1) year after the acceptance of the Work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Agreement, the Surety shall remedy the default pursuant to the Agreement, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Agreement; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as Work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Agreement and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with California law and make available as Work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Agreement and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents. Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to the Project or to the Work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, or to the Project, or to the Work or to the Specifications. Said Surety also hereby waives the provisions of sections 2819 and 2845 of the California Civil Code

No final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL:

(seal)

\_\_\_\_\_

By \_\_\_\_\_

SURETY:

(seal

\_\_\_\_\_

By \_\_\_\_\_

Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_ per thousand. The total amount of premium charged, \$\_\_\_\_\_. (These blanks must be filled in by corporate surety.)

**IMPORTANT:** Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the Work or Project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). **Notary acknowledgements for Principal and Surety signatures and Power of Attorney for Surety must be attached. THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent/Representative  
in California if different)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Telephone Number of Surety/Agent  
or Representative in California)

\_\_\_\_\_

STATE OF CALIFORNIA                                )  
                                                                   ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) and acknowledged to me that he/she subscribed the name of the (Surety) thereto and his/her own name as Attorney-in-Fact.

\_\_\_\_\_  
Signature of Notary Public in and for said State

(SEAL)

My commission expires on: \_\_\_\_\_

**NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.**

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as Principal to the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the principal was then \_\_\_\_\_ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing board.

\_\_\_\_\_  
Signature of Corporate Principal

(CORPORATE SEAL)

## **1.4.3 CONTRACT PAYMENT BOND (CALIFORNIA PUBLIC WORKS)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the **City of Lynwood**, (referred to hereinafter as "City") has entered into an agreement dated on \_\_\_\_\_ (referred to hereinafter as the "Agreement") with \_\_\_\_\_, (hereinafter designated as the "Contractor" or "Principal"), for **OLANDA STREET SEWER LINE MAINTENANCE FOR STRUCTURAL SEWER DEFICIENCIES PROJECT, Project No. TBA.**

WHEREAS, Contractor is required to furnish a bond in connection with the Agreement, and pursuant to Section 3247 of the California Civil Code.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto City and to any and all persons, companies or corporations entitled to file stop notices under Section 3181 of the California Civil Code, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, said sum being not less than 100 percent of the total amount payable by City under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Contractor, his/her or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, items, implements or machinery used in, upon, for or about the performance of the Work required by the Agreement; or fails to pay (1) any of the persons named in Civil Code Section 3181, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Agreement, or (3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor provided pursuant to the Agreement, said Surety will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond, said Surety will pay to City a reasonable attorney's fee to be fixed by the Court. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the Work to be performed thereunder or the Specifications accompanying the same; shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the

Specifications. Said Surety also hereby waives the provisions of sections 2819 and 2845 of the California Civil Code.

No final settlement between the City and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(seal) PRINCIPAL:  
\_\_\_\_\_  
By \_\_\_\_\_

(seal) SURETY:  
\_\_\_\_\_  
By \_\_\_\_\_  
Attorney-in-Fact

**IMPORTANT:** Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the Work or Project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). **Notary acknowledgements for Principal and Surety signatures and Power of Attorney for Surety must be attached. THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of Agent/Representative in California if different)
_____	_____
_____	_____
_____	_____

(Telephone Number of Surety/Agent or Representative in California) \_\_\_\_\_

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) and acknowledged to me that he/she subscribed the name of the (Surety) thereto and his/her own name as Attorney-in-Fact.

\_\_\_\_\_  
Signature of Notary Public in and for said State

(SEAL)

My commission expires on: \_\_\_\_\_

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as Principal to the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the principal was then \_\_\_\_\_ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing board.

\_\_\_\_\_  
Signature of Corporate Principal

(CORPORATE SEAL)

## **1.4.4 CERTIFICATES / PROOF OF INSURANCE AND ENDORSEMENTS**

The Contractor shall not commence any of the Work or begin any performance under the Agreement until he/she obtains, at his/her own and sole cost and expense, all required insurance as stipulated by the City. The required insurance shall be provided by the Contractor in conformance with the requirements of Subsection 2.7.2 of the Special Provisions and may include the following:

- Workers' Compensation Insurance
- Commercial General Liability and Business Automobile Liability Insurance
- Course of Construction or Builder's Risk Insurance
- Flood Insurance

The insurance company or companies utilized by the Contractor shall be authorized and admitted to transact business in the State of California and to issue policies in the amounts required pursuant to the provisions of Subsection 2.7.2 of the Special Provisions. All insurance required shall be placed with insurers with a current A.M. Best's rating of no less than A:VII, and shall contain the endorsements specified in Subsection 2.7.2.

Within ten (10) calendar days after receipt of the Notice of Award, Contractor shall furnish to the City for approval as to sufficiency and form, certificates of insurance and original endorsements evidencing the required coverage set forth in Subsection 2.7.2 of the Special Provisions. Endorsements and certificates are to be signed by a person authorized by the insurer to bind coverage on the insurer's behalf. If the insurance called for is provided by more than one company, a separate certificate and the required endorsements shall be provided by each company.

City reserves the right to request complete, certified copies of all required insurance policies and endorsements at any time.

**Failure to provide City with the required insurance coverage, proof of insurance and/or endorsements within ten (10) calendar days of receipt of the Notice of Award, may result in withdrawal of award and forfeiture of the Bidder's Bid Security.**

## **ADDENDUM**

By executing this Addendum, Contractor acknowledges and agrees that the work performed pursuant to the above referenced Agreement is subjected to all applicable provisions.

***Payment of Minimum Compensation to Employees.*** Contractor shall be obligated to pay not less than the General Prevailing Wages Rate as required by applicable law.

- A. ***Prevailing Wage Requirements.*** California Labor Code requires the payment of not less than the general prevailing rate of per diem wages and rates for holiday and overtime and adherence to all labor standards and regulations. The General Prevailing Wages Rates may be adjusted throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Contractor shall not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wages Rates.
- B. ***Reports.*** Contractor shall not perform on site work on this contract until labor compliance documents are filed. Contractor agrees to cooperate with the City to fulfill its notifications requirement to the DIR, as required by DIR's PWC-100 form or any other required form, and Contractor agrees to provide to the City the information required by the DIR, as generally set forth in Labor Code Section 1773.3. By signing this form, Contractor, and all of its subcontractors, represents that it has registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions under Labor Code section 1771.1(a)] and paid the annual fee due to the DIR, unless the Contractor meets an exception recognized by the DIR or by the law.
- C. ***Furnishing of Electronic Certified Payroll Records to Labor Commissioner.*** Contractor and subcontractor agree to furnish the required electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement), in the manner and under the time frame required by law.
- D. ***Audit Rights.*** All records or documents required to be kept pursuant to this Agreement to verify compliance with the Wage Requirement shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be available at CONTRACTOR's address indicated for receipt of notices in this Contract.



## E. *Enforcement.*

1. **General.** CONTRACTOR acknowledges it has read and understands that, pursuant to the terms and conditions of this Agreement, it is required to comply with the Wage Requirement and to submit certain documentation to the City establishing its compliance with such requirement. (“Documentation Provision.”) CONTRACTOR further acknowledges the City has determined that the Wage Requirement promotes each of the following (collectively “Goals”):
  - a. It protects public job opportunities and stimulates the City’s economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.
  - b. It benefits the public through the superior efficiency of well-paid employees.
  - c. It increases competition by promoting a more level playing field among contractors with regard to the wages paid to workers.
2. CONTRACTOR’S Breach of Prevailing Wage/Living Wage Provisions.

**WITHOLDING OF PAYMENT:** CONTRACTOR agrees that the Documentation Provision is critical to the City’s ability to monitor CONTRACTOR’S compliance with the City’s public wage obligations. CONTRACTOR further agrees its breach of the Documentation Provision or general public wage obligations results in the need for additional enforcement action to verify compliance with this Addendum. In light of the critical importance of the Documentation Provision, the City and CONTRACTOR agree that CONTRACTOR’S compliance with this Addendum is an express condition of City’s obligation to make each payment due to the CONTRACTOR pursuant to this Agreement. **THE CITY IS NOT OBLIGATED TO MAKE ANY PAYMENT DUE THE CONTRACTOR UNTIL CONTRACTOR HAS PERFORMED ALL OF ITS OBLIGATIONS UNDER THESE PROVISIONS. THIS PROVISION MEANS THAT CITY CAN WITHHOLD ALL OR PART OF A PAYMENT TO CONTRACTOR UNTIL ALL REQUIRED DOCUMENTATION IS SUBMITTED.** Any payment by the City despite CONTRACTOR’S failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Documentation Provision or public wage obligations of the Contractor and the City.

CITY OF LYNWOOD

DEPARTMENT OF PUBLIC WORKS

**PART 2 - SPECIAL PROVISIONS**

**OLANDA STREET SEWER LINE MAINTENANCE  
FOR STRUCTURAL SEWER DEFICIENCIES PROJECT**

**PROJECT NO. TBA**

Section	2.1	Terms, Definitions, Abbreviations, and Symbols
	2.2	Scope and Control of Work
	2.3	Changes in Work
	2.4	Control of Materials
	2.5	Utilities
	2.6	Prosecution, Progress, and Acceptance of the Work
	2.7	Responsibilities of the Contractor
	2.8	Facilities for Agency Personnel
	2.9	Measurement and Payment
	2.10	Construction Details (Materials and Methods)

\* \* \* \* \*

**CITY OF LYNWOOD**

**PUBLIC WORKS DEPARTMENT**

**PART 2 - SPECIAL PROVISIONS**

**OLANDA STREET SEWER LINE MAINTENANCE  
FOR STRUCTURAL SEWER DEFICIENCIES PROJECT  
PROJECT NO. TBA**

**SECTION 2.1 - TERMS, DEFINITIONS, ABBREVIATIONS, AND SYMBOLS**

**2.1.1 GENERAL**

**2.1.1.1 Standard Specifications.** - The Work hereunder shall be done in accordance with the Standard Specifications for Public Works Construction ("Greenbook"), latest Edition, including all current supplements, addenda, and revisions thereof, the City Standard Plans identified in the Appendix, and the Special Provisions set forth in this Part 2 of the Contract Documents.

**In case of conflict between the Standard Specifications for Public Works Construction ("Greenbook"), latest Edition, and these Special Provisions and Technical Provisions, these Special Provisions and Technical Provisions shall take precedence over, and be used in lieu of, such conflicting portions.**

**2.1.1.2 Supplementary Reference Specifications.** - Insofar as references may be made in these Special Provisions to the Caltrans Standard Specifications, such work shall conform to the referenced portions of the technical provisions of the Caltrans Standard Specifications, latest Edition, provided, that wherever the term "Standard Specifications" is used without the prefix "Caltrans," it shall mean the Standard Specifications for Public Works Construction ("Greenbook"), latest Edition, as previously specified in the above Subsection 2.1.1.1.

**In case of conflict between the technical provisions of the Caltrans Standard Specifications, latest Edition and these Special Provisions, these Special Provisions shall take precedence over, and be used in lieu of, such conflicting portions.**

**2.1.2 LEGAL ADDRESS**

**2.1.2.1 Legal Address of the Agency.** - The official address of the Agency shall be the City of Lynwood, 11330 Bullis Road, Lynwood, California 90262, or such other address as the City may subsequently designate in written notice to the Contractor.

**2.1.2.2 Legal Address of the Engineer.** - The official address of the Engineer shall be 11330 Bullis Road, Lynwood, California 90262, or such other address as the Engineer may subsequently designate in writing to the Contractor.

**2.1.2.3 Legal Address of the Agency's Project Representative.** – The name and address of the Agency's designated Project Representative shall be **George Cambero, Utility Services Manager**, 11330 Bullis Road, Lynwood, California 90262, or such address as the Project Representative may subsequently designate in writing to the Contractor.

### **2.1.3 DEFINITIONS AND TERMS**

**2.1.3.1 Definitions and Terms.** - Wherever in the Standard Specifications the following terms are used, the definitions shall be amended to read:

**Agency** - The City of Lynwood, a California municipal corporation and general law city, existing in the County of Los Angeles, State of California.

**Board** – The City Council of the City of Lynwood.

**Engineer** - The City Engineer of the City of Lynwood or other persons designated by the City Engineer.

**Liquidated Damages** - The amount prescribed in these Special Provisions, pursuant to the authority of Government Code Section 53069.85, to be paid to the City or to be deducted from any payments due or to become due to the Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the Special Provisions.

**Standard Plans** - The Standard Drawings and the Special Drawings of the City of Lynwood.

**2.1.3.2 Additional Definitions and Terms.** - The following additional terms and definitions used in the Contract Documents shall apply:

**Project** – The Work that is the subject of the Contract Documents.

**Total Bid Price** – The full price for all the Work required to complete the Project submitted by a Bidder in the Bid Documents.

**Unit Price** – The amount set forth in a Bid Schedule document for a single unit of an item of work.

**Unit Price Bid Item** – An item of work to which a Unit Price applies.

- END OF SECTION –

## **SECTION 2.2 - SCOPE AND CONTROL OF WORK**

### **2.2.1 SCOPE OF THE WORK**

The OLANDA STREET SEWER Line Maintenance for Structural Sewer Deficiencies Project is more specifically defined in the Contract Document, but in general consists of, but is not limited to, the following work: Repair or replacement of 8" sewer line deficiencies, as noted in Appendix 3.6 Video Log Field Reports, along Olanda Street from Atlantic Avenue to Carlin Avenue.

### **2.2.2 CONTRACTOR'S SURETY WAIVER OF RIGHT OF NOTIFICATION**

The following shall be added at the end of Subsection 2-4 of the Standard Specifications:

"The Contractor shall ensure that its Surety is familiar with all of the terms and conditions of the Contract Documents, and shall obtain a written acknowledgement by the Surety that said Surety thereby waives the right of special notification of any changes or modifications of the Agreement, or of extensions of time, or of decreased or increased Work, or of cancellation of the Agreement, or of any other act or acts by the City of Lynwood or any of its authorized representatives."

### **2.2.3 PRECEDENCE OF CONTRACT DOCUMENTS**

The provisions of Subsection 2-5.2 of the Standard Specifications shall be deleted in their entirety and the following substituted therefor:

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing.

In resolving disputes resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the document highest in precedence shall control. The order of precedence shall be as listed below:

1. Approved and Fully-Executed Change Orders
2. Agreement
3. Addenda
4. Contractor's Bid (Bid Documents)
5. Technical Provisions
6. Special Provisions
7. General Provisions of the Standard Specifications

8. Notice Inviting Bids
9. Instructions to Bidders
10. Plans (Contract Drawings)
11. Standard Specifications
12. City Standard Plans
13. Reference Specifications

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions.
2. Detail drawings govern over general drawings.
3. Addenda or Change Order drawings govern over Contract Drawings.
4. Contract Drawings govern over Standard Drawings.
5. Contract Drawings govern over Shop Drawings.

#### **2.2.4 SUBMITTALS**

The following provision shall be added at the end of Subsection 2-5.3.1 of the Standard Specifications:

On lump sum contracts, the Contractor shall submit, for approval by the Engineer, a Schedule of Values, or lump sum price breakdown, which will serve as the basis for progress payments and shall be incorporated into a form of payment request (or invoice) acceptable to the Engineer. Such Schedule of Values shall be submitted for approval at the Pre-construction Conference and must meet the approval of the Engineer before any payments can be made to the Contractor.

#### **2.2.5 SUBSURFACE DATA**

The provisions of Subsection 2-7 of the Standard Specifications shall be deleted in their entirety and following substituted therefor:

**Limited Reliance by Contractor.** - Soils reports and other reports of subsurface conditions may be made available by the City for inspection by the Contractor. HOWEVER, SUCH REPORTS AND DRAWINGS ARE NOT CONTRACT DOCUMENTS. The Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings only where such "technical data" are specifically identified in the Special Provisions. Except for such reliance on such "technical data," the Contractor may not rely upon or make any claim against the City, the Engineer, nor any of the Engineer's Consultants with respect to any of the following:

**Completeness.** - The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto, or

**Other Information.** - Any other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings, or

**Interpretation.** - Any interpretation by the Contractor of such "technical data," or any conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

## **2.2.6 TEMPORARY ACCESS OR CONSTRUCTION RIGHTS-OF-WAY**

Subsection 2-8 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor:

All temporary access or construction rights-of-way, other than those shown on the Plans, which the Contractor may find it requires during progress of the Work, shall be arranged by and paid for entirely by the Contractor, at its own expense.

## **2.2.7 PERMANENT SURVEY MARKERS**

The provisions of Subsection 2-9.1 of the Standard Specifications shall be deleted in their entirety and the following substituted therefor:

It shall be the Contractor's responsibility to protect all the existing survey monuments, bench marks, survey marks and stakes. Removal of such monuments, or displacement thereof, shall require their resetting, including corner record filing, for the existing type of monument in question at the Contractor's sole expense.

Any existing monument shall not be disturbed. Where the Engineer concurs, in writing, with the Contractor that protecting an existing monument in place is impractical, the Contractor shall employ a California Licensed Land Surveyor to establish the location of the monument before it is disturbed. The Contractor shall have the monument replaced by a California Licensed Land Surveyor no later than thirty (30) days after construction is completed at the site of the replacement. The California Licensed Land Surveyor shall file corner record(s) as required by Sections 8772 and 8773, et seq., of the California Business and Professions Code.

Payment for the costs of Land Surveyors, replacement of disturbed monuments and the filing of corner records shall not be considered part of the work necessitating the disturbance of said monuments and no additional payment will be made by City to Contractor therefor.

## **2.2.8 SURVEY SERVICE**

The provisions of Subsection 2-9.2 of the Standard Specifications shall be deleted in their entirety and the following substituted therefor:

The Contractor shall hire and pay for the services of a California Licensed Land Surveyor to perform all work necessary for establishing control, construction staking, records research, and all other surveying work necessary to perform the Work; and to provide other surveying services, if required by the Contract Documents, in

accordance with the Land Surveyors Act. The California Licensed Land Surveyor shall be present on the site during all surveying operations and shall personally supervise and certify the surveying work.

Payment for work performed to satisfy the requirements of surveying shall be included by Contractor in its bid for any items requiring the survey work and no additional payment will be made by City to Contractor therefor.

### **2.2.9 INSPECTION**

The provisions of Subsection 2-11 of the Standard Specifications shall be deleted in their entirety and the following substituted therefor:

The Engineer shall have complete and safe access to the Work at all times during construction, and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the Contract Documents, including but not limited to, the Standard Specifications, the Special Provisions, and the Plans. All labor, materials, and equipment furnished shall be subject to the Engineer's inspection. The Contractor shall notify the engineer at least twenty-four (24) hours before any inspection is required.

If the Contractor is allowed by the Engineer to work outside the hours of operations specified in Subsection 2.6 of these Special Provisions, on weekends, or on days designated as holidays by the City, and if the Engineer decides that inspection services are required during such times, the costs for those services shall be borne by the Contractor. When the Work is substantially completed, a representative of the Engineer will make the final inspection.

### **2.2.10 TESTING**

The Contractor shall provide, at its sole cost and expense, any testing indicated by the Contract Documents. The testing shall be performed by a company approved by the Engineer. Only initial compaction tests which produce results meeting the City's previously specified requirements shall be at the City's expense. All compaction testing which produces results that fail to meet the City's previously specified requirements and all retaking of such tests shall be at the Contractor's expense and City shall not pay Contractor any compensation therefor.

The Contractor, at its sole expense, shall excavate any holes necessary for compaction tests, backfill the holes, compact the backfill placed in the holes, and pave the surface, if required, after the test(s) are completed.

### **2.2.11 SITE EXAMINATION**

The Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work. The submittal of a Bid Proposal shall be conclusive



evidence that the Contractor has investigated and examined the Work site and is satisfied as to the conditions to be encountered, including but not limited to, locality, uncertainty of weather and all other contingencies, and the character, quality, quantities, and scope of the Work, materials to be furnished, and all Agreement requirements which could in any way affect the Work or the costs thereof. The failure of the Contractor to acquaint itself with all available information regarding any applicable existing or future conditions shall not relieve it from the responsibility for properly estimating the difficulties, responsibilities, or costs of successfully performing the Work according to the Contract Documents.

#### **2.2.12 FLOW AND ACCEPTANCE OF WATER**

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, and has prepared its Bid accordingly; and the Contractor, by submitting such a Bid, assumes all said risk.

#### **2.2.13 RECYCLING AND DIVERSION OF DEBRIS**

The Contractor shall adhere to all provisions of Section 9-6, "Recycling and Diversion of Debris from Construction and Demolition," of the City of Lynwood Municipal Code.

#### **2.2.14 POLLUTION CONTROL**

##### **2.2.14.1 Water Pollution Control**

The Contractor shall adhere to all provisions of Section 14-12 of the Lynwood Municipal Code: "Stormwater and Urban Runoff Pollution Control," and the Federal Clean Water Act, including but not limited to, the National Pollutant Discharge Elimination System (NPDES) standards. The Contractor shall implement all provisions of the Storm Water Pollution Prevention Plan (SWPPP) prepared by the City. ***Delete the SWPPP provision if project site is less than one (1) acre.***

##### **2.2.14.2 Sound Pollution Control**

The Contractor shall ensure that its operations do not exceed a noise level of 86 -decibels (db) as measured at a distance of 50 feet from all its sources of operation.

### **2.2.14.3 Air Pollution Control**

The Contractor shall adhere to all applicable rules and regulations of the California Air Resource Board (CARB) and the South Coast Air Quality Management District (SCAQMD).

- END OF SECTION -

## SECTION 2.3 - CHANGES IN WORK

### 2.3.1 CHANGES INITIATED BY THE AGENCY

The following sentence shall be added to the end of the second paragraph of Subsection 3-2.1 of the Standard Specifications:

All Change Orders shall be subject to the provisions of Subsection 6-3.15 of the Lynwood Municipal Code.

### 2.3.2 EXTRA WORK

The provisions of Section 3-3 of the Standard Specifications shall apply; provided that the provisions governing markup percentages for overhead and profit for extra work referenced in Subsection 3-3.2.3 Markup, Paragraph (a) Work by Contractor of the latest Edition shall be deleted in their entirety and the following substituted therefor:

**(a) Work by Contractor.** The following percentages shall be added by the City to the Contractor's costs and shall constitute the markup for all overhead and profit.

1) Labor	15 percent
2) Materials	15 percent
3) Equipment rental	15 percent
4) Other items & expenditures	15 percent
5) Subcontracts (1st tier only)	5 percent
6) Lower Tier subcontractors	none

To the sum of costs and markups provided for in this subsection, one percent shall be added by the City as compensation for bonding.

- END OF SECTION -

## **SECTION 2.4 - CONTROL OF MATERIALS**

### **2.4.1 MATERIALS**

**2.4.1.1 Placing Orders.** – The following paragraph shall be added to Subsection 4-1.1 of the Standard Specifications:

The Contractor shall place the order(s) for all long-lead supplies, materials, and equipment, for any traffic signing, striping, legends, and traffic control facilities within three (3) working days after the receipt of the Notice of Award from the City. The Contractor shall furnish the Engineer with a statement from the vendor(s) that the order(s) for said supplies, materials, and equipment has been received and accepted by said vendor(s) within fifteen (15) working days from the date of receipt of Notice of Award.

### **2.4.2 TRADE NAMES OR EQUALS**

**2.4.2.1 Substitutions.** - Paragraph 2 of Subsection 4-1.6 of the Standard Specifications shall be amended to read as follows:

Whenever any particular material, process, or equipment is indicated by a patent, proprietary, or brand name, or by the name of the manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words "or equal." A Bidder may offer any material, process, or equipment considered as equivalent to that indicated, unless the City Council, or its designee, makes a finding that is described in the invitation for bids or request for proposal that a particular material, product, thing, or service is designated by specific brand or trade name for any of the following purposes:

1. In order that a field test or experiment may be made to determine the product's suitability for future use.
2. In order to match other products in use on a particular public improvement either completed or in the course of completion.
3. In order to obtain a necessary item that is only available from one source.
4. In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals; or in order to respond to an emergency declared by the state, a state agency, or political subdivision of the state, but only if the facts setting forth the reasons for the finding of the emergency are contained in the public records of the authority issuing the invitation for bid or request for proposals.

Failure of the Bidder to submit requests for substitution with the Bid, using the form provided in Appendix C of the Contract Documents, shall be deemed to signify that the Bidder, if awarded the contract, intends to furnish one of the brands named in these Special Provisions and the Bidder does thereby waive all rights to offer or use substitute materials, products, or equipment for that which was originally specified. Data substantiating a request for substitution of an "or equal" item shall be submitted either with the Bid or not later than ten (10) days following the Bid opening, and will not be considered until after execution of the Agreement by all parties.

**2.4.2.2 Submittals for Approval of "Or Equals."** – The first sentence of Paragraph 3 of Subsection 4-1.6 of the Standard Specifications shall be amended to read as follows:

Should the Contractor request approval for substitution of "or equal" products, it shall, at its expense, submit data substantiating such request to the Engineer as per Subsection 2.4.1.1, above. Data for approval to substitute "or equal" products shall include complete calculations, technical specifications, samples, or published documents relating to the performance and physical characteristics of the proposed substitute.

- END OF SECTION -

## **SECTION 2.5 – UTILITIES**

### **2.5.1 UTILITY LOCATION AND PROTECTION**

The following text shall replace the provisions of paragraph 3 of Subsection 5-1 of the Standard Specifications:

Locations of existing utilities shown on the Plans are approximate and may not be complete. Therefore, the Contractor shall notify Underground Service Alert at 1-800-227-2600 and obtain an inquiry identification number a minimum of two (2) working days, but not more than fourteen (14) calendar days, prior to any excavation in the vicinity of any potentially existing underground facilities in order to verify the location of all utilities prior to the commencement of the Work.

The Contractor shall be responsible for coordinating its work with all utility companies during the construction of the Work.

All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to grade by the Contractor. The Contractor shall notify each utility owner a minimum of two (2) working days before commencing the Work.

### **2.5.2 REMOVAL, RELOCATION, OR PROTECTION OF EXISTING UTILITIES**

The following text shall replace the provisions of paragraph 4 of Subsection 5-5 of the Standard Specifications:

In accordance with the provisions of Section 4215 of the California Government Code, any contract to which a public agency as defined in Section 4401 is a party, the public agency shall assume the responsibility, between the parties to the contract, for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the site of any construction project that is a subject of the contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids. The agency will compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.

Nothing herein shall be deemed to require the public agency to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the public agency from identifying main or trunk lines in the plans and specifications.

Nothing herein shall preclude the public agency from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.

Nothing herein shall be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

If the Contractor while performing the contract discovers utility facilities not identified by the public agency in the contract plans or specifications, he or she shall immediately notify the public agency and utility in writing.

The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

### **2.5.3 TEMPORARY SUPPORT OF UTILITIES**

The Plans identify the approximate locations of existing utilities that parallel or cross the Work. These locations are based on the best information available to the City. The Contractor shall verify these locations prior to commencing any work that may affect such utilities. During construction of the Work, some of the existing utilities may fall within the prism of trenches. If the existing utility does fall within the Contractor's trenches, the utility involved shall be supported properly by the Contractor to the satisfaction of the utility owner. The method of support of the utility, precautions to be taken during trench backfill and compaction, etc., shall be in accordance with the utility owner's requirements. The Contractor shall contact the utility owner should it anticipate such exposure of any of the existing utilities.

### **2.5.4 EXCAVATING NEAR SUBSURFACE INSTALLATION**

The excavator shall determine the exact location of subsurface installations that may be affected by the excavation by excavating with hand tools within the area of the approximate location of subsurface installations as determined by the field marking performed by the operator of the subsurface installation (hereinafter the "Operator") in conjunction with the excavator pursuant to the provisions of Government Code Section 4216.3, before using any power-operated or power-driven excavating or boring equipment within the approximate location of the subsurface installation, except that

power-operated or power-driven excavating or boring equipment may be used for the removal of any existing pavement if there are no subsurface installations contained in the pavement. If mutually agreed upon by the Operator and excavator, the excavator may utilize power-operated or power-driven excavating or boring equipment within the approximate location of a subsurface installation and to any depth.

If the exact location of the subsurface installation cannot be determined by hand excavating in accordance with the first paragraph of this subsection, the excavator shall request the Operator to provide additional information to the excavator, to the extent that information is available to the operator, to enable the excavator to determine the exact location of the installation.

Under no conditions should a contractor proceed with excavation if the contractor has been unable to locate a marked utility line through hand excavation. In the event the contractor has been unable to locate the marked utility line by hand excavation, then the contractor is required to immediately stop work and notify the City, the property owner (if other than the City) and utility owner and request further information and instructions before proceeding with excavation.

- END OF SECTION -



## **SECTION 2.6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK**

### **2.6.1 GENERAL**

Particular attention is directed to the following provisions of the Standard Specifications as amended by these Special Provisions: Subsection 6-1, "Construction Schedule and Commencement of Work," Subsection 6-4, "Default by Contractor," Subsection 6-7, "Time of Completion," and Subsection 6-9, "Liquidated Damages."

### **2.6.2 TIME OF COMPLETION**

After the Agreement has been executed by all parties, and a written Notice to Proceed has been issued to the Contractor, the Contractor shall start the Work within ten (10) working days after the date specified in said Notice to Proceed.

Said Work shall be diligently prosecuted to completion before the expiration of:

#### **THIRTY (30) WORKING DAYS**

from the date specified in a written Notice to Proceed from the City. Time to receive NPDES test or other required tests results shall not be counted towards the working days.

### **2.6.3 DEFAULT BY CONTRACTOR**

**2.6.3.1** The provisions Subsection 6-4 of the Standard Specifications shall be deleted in their entirety and the following substituted therefor:

The Agreement may be cancelled by the City Council without liability for damages, upon the City Council's determination that the Contractor is not complying in good faith with the terms of the Agreement, has become insolvent, or has assigned or subcontracted any part of the Work without the City Council's consent. In the event of such cancellation, the Contractor will be paid the actual amount due based on Unit Prices or lump sums bid and the quantity of Work completed at the time of cancellation. Any damages sustained by the City due to acts or omissions of the Contractor will be subtracted from this amount. The Contractor, in having tendered a Bid, shall be deemed to have waived any and all claims for damages because of cancellation of the Agreement for any of the reasons specified in this paragraph. If the City declares the Agreement canceled for any of the reasons specified in this paragraph, written notice to that effect shall be served by the City via personal delivery or by certified mail (return receipt requested) upon Contractor's Surety. The Surety shall, within five (5) working days after receiving the written notice, assume control and perform the work as successor to the Contractor.

If the Contractor fails to: begin delivery of material and equipment; commence work within time specified; maintain the rate of delivery of material; execute the work in the manner and at such locations as specified; maintain a work program which will ensure the City's interest; or carry out the intent of the Agreement; written notice may be served by the City via personal delivery or by certified mail (receipt requested) upon the Contractor and its Surety on its Performance Bond demanding satisfactory compliance with the Agreement.

If the Contractor or its Surety does not comply with such notice within five (5) working days after receiving it, or fails to continue after starting to comply, the City may exclude the Contractor and/or its Surety from the premises and take possession of all material and equipment. The City may complete the Work in any manner consistent with applicable California law, including but not limited to use of its own forces, or by letting the unfinished work to another Contractor. In any event, the cost of completing the Work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the City. If the sums due under the Agreement are insufficient, the Contractor or Surety shall pay to the City, within five (5) working days after the completion of the unfinished work, all costs in excess of the sums due.

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

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

#### **2.6.4 DAYS DESIGNATED AS HOLIDAYS BY THE CITY OF LYNWOOD**

**2.6.4.1 Days Designated as Holidays by the City of Lynwood.** - In accordance with Subsection 6-7.2 (3) of the Standard Specifications, the days designated as holidays by the City are:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
César Chávez' Birthday	Thanksgiving Day
Christmas Day	Memorial Day

**Any holiday shown above that falls on a Sunday shall be observed the following Monday.**

**2.6.4.2 Days Designated as Holidays by BOTH the State of California AND the United States Federal Government.** - In addition to the holidays specified in §2.6.4.1, holidays observed by BOTH the State of California AND the United States federal government shall also be granted by the City and are designated as follows:

Presidents' Day  
Veterans' Day

Columbus Day

***Any holiday shown above that falls on a Sunday shall be observed the following Monday.***

## **2.6.5 LIQUIDATED DAMAGES**

**2.6.5.1 Amount.** - The amount of Liquidated Damages as specified in Section 6-9 of the Standard Specifications shall not apply. The applicable amount of Liquidated Damages shall be specified in the Agreement.

## **2.6.6 TIMES OF OPERATION**

**2.6.6.1 Hours of Operation.** - No construction activities shall take place and no person shall operate, permit, use, or cause to operate any of the following, other than between the hours of 7:00 a.m. to 3:30 p.m. (9:00 a.m. to 3:00 p.m. for work involving arterial streets), Monday through Friday, with no work allowed on City-observed holidays, unless otherwise approved by the Engineer:

1. Powered Vehicles
2. Construction Equipment
3. Loading and Unloading Vehicles
4. Domestic Power Tools

## **2.6.7 NOTIFICATION**

The Contractor shall notify the City of Lynwood and the owners of all utilities, subsurface installations and substructures not less than forty-eight (48) hours prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

AT&T	(310) 515-2419
City of Lynwood	(310) 603-0220
City of Lynwood Water & Sewer	(310) 603-0220, Ext. 800
Consolidated Disposal Services (trash collection)	(562) 577-6277
Los Angeles County Fire Department (Sta. 147)	(310) 605-5670
Los Angeles County Fire Department (Sta. 148)	(310) 603-5270
L.A. County Public Works/Flood Control	(626) 458-5100
Los Angeles County Sheriff's Department	(323) 508-4800

MV Transportation, Inc. (bus service)	(562) 259-9911
Lynwood Unified School District	(310) 605-5670
Park Water Company	(562) 923-0711
Southern California Edison	(800) 655-4555 or (310) 608-5005
Southern California Gas	(310) 605-7909
Time Warner Cable	(562) 259-2015 or (888) 892-2253
Underground Service Alert	(800) 227-2600
U.S. Postal Service	(800) 275-8777

The Contractor shall notify the U.S. Postal Service and trash collection company of all work areas affecting service five (5) working days prior to construction and shall coordinate the work so that these services are not interrupted.

## 2.6.8 CONSTRUCTION SCHEDULE

The provisions of Subsection 6-1 of the Standard Specifications shall be amended as set forth in the following Subsections:

**2.6.8.1 Schedule of Work.** - A schedule of Work as required under Section 6-1 of the Standard Specifications shall be provided by the Contractor at the pre-construction meeting.

**2.6.8.2 Method.** - The Contractor shall provide a project management tool in the form of a Critical Path Method (CPM) network schedule for planning and scheduling of all work required under the Agreement. All schedule reports shall be in the form of computer printouts. The Contractor may elect to use bar charts (Gantt charts) as a supplementary on-site scheduling tool; provided, that all such bar charts shall be generated in the computer from the approved CPM network schedule.

CPM schedules may be submitted in either arrow diagram or time-scaled precedence diagram format, subject to the requirements of these Special Provisions.

**2.6.8.3 Qualifications.** - A statement of computerized CPM capability shall be submitted in writing prior to the award of the Contract, and shall verify that either the Contractor's organization has in-house capability to prepare and use CPM scheduling techniques, or that the Contractor will employ a CPM consulting firm who is so qualified.

**2.6.8.4 Submittal Procedures.** - Within twenty (20) working days of execution of the Agreement by all parties, and within ten (10) working days of the Engineer's written request at any other time, the Contractor shall submit the schedule and schedule reports in the form specified herein. The Contractor, if requested by the Engineer, shall provide revised network diagrams and schedule reports if at any time the Engineer considers the completion date to be in jeopardy because of "activities behind schedule." Such additional network diagrams and reports shall

include a new arrow or precedence diagram and schedule reports conforming to the requirements of Subsection 2.6.8.7 of these Special Provisions, showing how the Contractor intends to accomplish the Work to meet the completion time specified. The form and method employed by the Contractor shall be the same as that required for the initial schedule submittal.

**2.6.8.5 Schedule Revisions.** - The Contractor shall modify any and all portions of the construction schedule that become infeasible because of activities or procurement behind schedule, or for any other valid reason. Any activity that cannot be completed by its original latest completion date shall be deemed to be behind schedule.

**2.6.8.6 Change Orders.** - Upon issuance of a Change Order or other Contract modification, the approved change shall be reflected in the next submittal of the Construction Schedule.

**2.6.8.7 Approved Standards.** -

**2.6.8.7.1 Definition.** - CPM scheduling, as required under this Section, shall be interpreted to be generally as outlined in the Associated General Contractors of America publication, "The Use of CPM in Construction," as amended by these Special Provisions.

**2.6.8.7.2 Construction Schedules.** - Construction schedules shall include computer-generated graphic networks and computerized construction schedule reports meeting requirements of this Section.

**2.6.8.7.3 Networks.** - The CPM scheduling network shall be in the form of a time-scaled arrow or time-scaled precedence diagram of the "activity-on-arrow" or the "activity on node" type and may be divided into separate pages with suitable notation relating to the interface points between the pages. Individual pages shall not exceed thirty-six (36) by sixty (60) inch sheet size. Notation on each activity arrow or node shall include a brief work description and duration estimate.

All construction activities and procurement shall be indicated in a time-scaled format and calendar scale shall be shown along the entire sheet length. Each activity arrow or node shall be plotted so that the beginning and completion days and free float time of said activity can be determined graphically by comparison with the calendar scale. All activities shall be shown using symbols that clearly distinguish between critical path activities and free float for each non-critical activity. All non-critical path activities shall show estimated performance time and free float time in scaled format.

**2.6.8.7.4 Duration Estimates.** - The duration estimates indicated for each activity shall be computed in working days, converted to calendar days,

and shown on the construction schedule in calendar days, and shall represent the single, best estimate considering the scope of the Work and resources planned for the activity. Except for certain non-labor activities, such as curing of concrete, paint drying, procurement, or delivering of materials, activity duration shall not exceed ten (10) working days [fourteen (14) calendar days] nor be less than one (1) working day, unless otherwise accepted by the Engineer.

**2.6.8.7.5 Schedule Reports.** - Schedule Reports shall be prepared from the initial construction schedule and from all subsequent revisions of the schedule. As a minimum, Schedule Reports shall contain the following data for each activity:

1. Activity numbers (or i-j numbers)
2. Estimated activity duration
3. Activity description (including procurement items)
4. Early Start date (calendar dated)
5. Early Finish date (calendar dated)
6. Late Start date (calendar dated)
7. Late Finish date (calendar dated)
8. Status (whether critical)
9. Total Float for each activity
10. Free Float for each activity

**2.6.8.7.6 Project Information.** - As a minimum, each Schedule Report shall include the following summary data:

1. Project name
2. Contractor name
3. Sequence or revision number or date
4. Project duration
5. Scheduled completion date
6. Date of commencement of the Work
7. Cite new completion date, if applicable

**2.6.8.8 Schedule Monitoring.** – At least once a month, and when specifically requested by the Engineer, the Contractor shall submit to the Engineer a computer printout of the latest updated Schedule Report for those activities that remain to be completed.

- END OF SECTION -

## **SECTION 2.7 - RESPONSIBILITIES OF THE CONTRACTOR**

**2.7.1 LAWS TO BE OBSERVED** - The provisions of Subsection 7-13 of the Standard Specifications shall be deleted in their entirety and the following substituted therefor:

The Contractor shall keep itself fully informed of all existing and future State and Federal laws, and county and municipal ordinances and regulations, which in any manner affect those engaged or employed in the Work, or the materials used in the Work, or which in any way affect the conduct of the Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any or all authority over the Work, and shall indemnify the City and all its officers and employees connected with the Work, including, but not limited to, the Director of Public Works and the City Engineer, against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor or its employees. If any discrepancy or inconsistency is discovered in the Contract Documents for the Work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall immediately report the same to the Engineer in writing.

**2.7.2 INSURANCE REQUIREMENTS** - The insurance requirements set forth in Sections 7-3 and 7-4 of the Standard Specifications shall be replaced in their entirety by the following provisions of this Subsection:

**2.7.2.1 Workers' Compensation and Employer's Liability.** - At its sole expense, Contractor shall procure, provide and maintain during the life of the Agreement and for any other such period as may be required to cover warranty periods or other claims arising from the Work, Workers' Compensation Insurance and Employer's Liability Insurance for all Contractor's employees on the Project.

Workers' Compensation Insurance shall be in the amount required by California law. Employers' Liability Insurance shall be provided in amounts not less than \$1,000,000 per accident, per employee for bodily injury or disease.

The Workers' Compensation Policy shall be endorsed to contain a waiver of subrogation in favor of the City of Lynwood.

Contractor shall require all subcontractors to provide Contractor with evidence of Workers' Compensation and Employer's Liability Insurance which complies with California law and the provisions of this Subsection 2.7.2.1. Contractor shall provide City with copies of such evidence of insurance before commencing performance of any of the Work specified in the Contract Documents.

**2.7.2.2 Commercial General Liability Insurance.** - At its sole expense, Contractor shall procure, provide and maintain during the life of the Agreement and for any other such period as may be required to cover warranty periods or other claims arising from the Work, Commercial General Liability Insurance against claims for injuries to persons, damages to property or such other liabilities as may arise directly or indirectly from Contractor's operations, use and management of the Project site or the performance of the Work or any of Contractor's obligations under the Contract Documents.

Contractor's Commercial General Liability Insurance shall provide coverage at least as broad as ISO "Occurrence" form CG 00 01, including, but not limited to, coverage for the following: (1) premises and operations; (2) contractual liability, insuring the obligations assumed by Contractor under the provisions of any of the Contract Documents; (3) products and completed operations; (4) broad form property damage (including completed operations); (5) explosion, collapse and underground hazards; (6) bodily injury; (7) property damage; and (8) personal and advertising injury.

Policy limits shall not be less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate. If the policy includes a general aggregate limit, the policy shall be endorsed to state that the general aggregate limit shall apply separately to this Project, or the general aggregate limit shall be twice the required per occurrence limit. Defense costs must be paid in addition to limits and there shall be no cross liability exclusion for claims or suits by one insured against another.

The limits set forth in the paragraph above shall apply separately to each insured against whom claims are made or suits are brought except with respect to limits of liability. The limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City.

The City of Lynwood, its elected and appointed boards, officers, officials, employees, agents, representatives and volunteers shall be named as additional insureds on the Commercial General Liability Policy using Additional Insured Endorsement form CG 20 10 11 85 or exact equivalent. This endorsement shall be attached to insurance certificates or contained in certified copies of policies.

**2.7.2.3 Business Automobile Liability Insurance.** At its sole expense, Contractor shall procure, provide and maintain during the life of the Agreement and for any other such period as may be required to cover warranty periods or other claims arising from the Work, Business Automobile Liability Insurance using ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto), or the exact equivalent. Limits shall be no less than \$1,000,000 each occurrence, combined single limit for bodily injury and property damage liability, including coverage for (1) owned automobiles; (2) hired or borrowed automobiles; and (3) non-owned automobiles.



The limits set forth in the paragraph above shall apply separately to each insured against whom claims are made or suits are brought except with respect to limits of liability. The limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City.

The City of Lynwood, its elected and appointed boards, officers, officials, employees, agents, representatives and volunteers shall be named as additional insureds on the Business Automobile Liability Policy. This endorsement shall be attached to insurance certificates or contained in certified copies of policies.

**2.7.2.4 Course of Construction / Builder's Risk** - Not Applicable to this Project.

**2.7.2.5 Reserved.**

**2.7.2.6 Additional Required Insurance Endorsements.**

**2.7.2.6.1 All Policies.** - In addition to the specific requirements set forth for the individual types of policies set forth above, all insurance policies required under the provisions of Subsection 2.7.2 shall be endorsed to contain the following provision:

This insurance policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Lynwood. Such thirty (30) day notice shall be submitted to the City via certified mail, return receipt requested, and addressed to: City Engineer, City of Lynwood, 11330 Bullis Road, Lynwood, California, 90262.

**2.7.2.6.2 Commercial General Liability and Business Auto Liability Policies.** In addition to the specific requirements set forth for the individual types of policies set forth above, the Commercial General Liability and Business Auto Liability policies required under the provisions of Subsection 2.7.2 shall be endorsed as follows:

The Contractor's insurance is primary with respect to the City of Lynwood, its elected and appointed boards, officers, officials, employees, agents, representatives and volunteers. Any insurance or self-insurance maintained by The City of Lynwood, its elected and appointed boards, officers, officials, employees, agents, representatives and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

The subrogation condition as to the City of Lynwood, its elected and appointed boards, officers, officials, employees, agents, representatives and volunteers shall be deleted, or must specifically allow the named insured to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.

**2.7.2.7 Acceptability of Insurers.** - All insurance required by the Contract Documents shall be placed with insurers with a current A.M. Best's rating of no less than A:VII, and only with insurers that are admitted and authorized to do business in California as insurance carriers.

**2.7.2.8 Verification of Coverage.** - Contractor shall furnish the City with original certificates of insurance and original endorsements evidencing the coverage required by these specifications. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be in form and substance satisfactory to the City and shall be furnished to the City Engineer within ten (10) calendar days of Contractor's receipt of the Notice of Award, and approved by the City Engineer and/or the City Attorney before any Work commences. At the request of the City, the Contractor shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

**2.7.2.9 Subcontractors.** - The Contractor shall include all subcontractors as insureds under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the insurance requirements set forth in the various provisions of Subsection 2.7.2.

**2.7.2.10 Other Required Insurance Provisions.** - In the event any breach of any of the insurance provisions required under the Contract Documents, City may, at its sole discretion, procure and maintain at Contractor's expense, the necessary insurance and may deduct the costs from any sum to which contractor is entitled or may become entitled under the Contract Documents.

No endorsement limiting or excluding a standard coverage is permitted and claims-made coverage or modified occurrence is not acceptable.

The cost of procuring and maintaining all insurance required by the provisions of Subsection 2.7.2 shall be included in the Contractor's bid. Pursuant to Section 7105 of the California Public Contract Code, Contractor shall not be responsible for cost of repairing or restoring damage to the Work which damage is determined to have been proximately caused by an Act of God, in excess of five percent (5%) of the

contracted amount, provided, that the work damaged is built in accordance with accepted and applicable building standards and the plans and specifications of the City.

Contractor shall obtain insurance to indemnify the City for any damage caused by an Act of God if the insurance premium is listed as a separate bid item in the Bid Schedule(s) for the Work. As used in this paragraph, an "Act of God" includes only earthquakes in excess of a magnitude 3.5 on the Richter scale, and tidal waves.

**2.7.3 LABOR LAWS** – The following provisions shall be added to Subsection 7-2.2 of the Standard Specifications:

**2.7.3.1 Hours of Labor.** - The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815, inclusive, relating to working hours. The Contractor shall, as a penalty to the City, forfeit \$25.00 for each worker employed in the execution of the Work pursuant to the Contract Documents by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours at not less than 1-1/2 times the basic rate of pay. Upon notification by the Division of Apprenticeship Standards (the "DAS") or the Division of Labor Standards Enforcement of the Department of Industrial Relations (the "DLSE"), the City shall withhold penalties due under this Subsection from the Contractor's progress payments then due.

**2.7.3.2 Prevailing Wage.** - As required by Section 1770 et seq. of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (the "Director"). Copies of such prevailing rate of per diem wages are on file at the office of the City Engineer, which copies shall be made available to any interested party on request. The Contractor shall post a copy of such determination at each job site.

Pursuant to the provisions and exceptions set forth in Labor Code Section 1775, Contractor, and any subcontractor under Contractor, shall, as a penalty to the City, forfeit the sum of not more than \$50.00 (actual amount of penalty to be determined by the Labor Commissioner pursuant to the provisions of Labor Code Section 1775(a)(2)) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director for such work or craft in which such worker is employed for any public work done under the Contract Documents by it or by any subcontractor under it. Upon notification by the DAS or the DLSE, the City shall withhold penalties due under this Subsection from the Contractor's progress payments then due. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than

the prevailing wage rate shall be paid to each worker by the Contractor or the subcontractor.

Any contract executed between the Contractor and a subcontractor for performance of work under the Contract Documents shall include a copy of the provisions of Section 1771, 1775, 1776, 1777.5, 1813 and 1815 of the California Labor Code.

**2.7.3.3 Apprentices on Public Works.** - Prior to commencing work, the Contractor shall submit to the City a copy of the information submitted to the applicable apprenticeship program(s) that can supply apprentices to the site of the Work. The information shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed.

Within 60 days after concluding the Work under the Agreement, Contractor and its subcontractors shall submit to the City a verified statement of the journeyman and apprenticeship hours performed on the contract.

## **2.7.4 OTHER PROVISIONS**

**2.7.4.1 Unpaid Claims.** - If, at any time prior to the expiration of the period for service of a Stop Notice, there is served upon the City a Stop Notice, as provided in Sections 3179 through 3210 of the California Civil Code, the City shall, until the discharge thereof, withhold from the moneys under its control so much of said moneys due or to become due the Contractor under the Agreement as shall be sufficient to answer the claim stated in such Stop Notice, and to provide for the reasonable cost of any litigation thereunder, provided, that if the Engineer shall, in its discretion, permit the Contractor to file with the City the bond referred to in Section 3196 of the California Civil Code, said moneys shall not thereafter be withheld on account of such Stop Notice.

**2.7.4.2 Retainage from Monthly Payments.** - Pursuant to Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any money withheld by the City to ensure performance under the Agreement. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Agreement. Deposit of securities with an escrow agent shall be subject to a written agreement for in-lieu construction payment retention, provided by the City between the escrow agent and the City, which provides that no portion of the securities shall be paid to the Contractor until the City has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The City will not certify that the Agreement has been satisfactorily completed until at least 35 days after filing by the City of a Notice of Completion. Securities eligible for investment under Public Contract

Code Section 22300 shall be limited to those listed in Section 16430 of the Government Code, and to bank or savings and loan certificates of deposit.

**2.7.4.3 Contracts for Trenches or Excavations; Notice on Discovery of Hazardous Waste or Other Unusual Conditions; Investigations; Change Orders; Effect on Contract.**

**2.7.4.3.1** As required under Section 7104 of the Public Contract Code, any public works contract of a local public entity, which involves the digging of trenches or other excavations that extend deeper than 4 feet (1.2 meters) below the surface, shall be subject to the following provisions:

The Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, 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 by information about the site made available to bidders prior to the deadline for submitting bids; and (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 Documents.

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 shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract Documents, 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.

**2.7.4.3.2** In accordance with California Labor Code Section 6705, Contractor shall not commence any excavation over five (5) feet in depth until he/she has submitted to the City a detailed plan showing the design

of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during any such excavation and such plan has been accepted by the City or by a registered civil or structural engineer, employed by the City, to whom authority to accept has been delegated. If such plan varies from the shoring system standards promulgated by the Department of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed and paid by the Contractor. Nothing in this Subsection shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing contained in this Subsection shall be construed as relieving the Contractor of the full responsibility for providing shoring, bracing, sloping, or other provisions which are adequate for worker protection.

**2.7.4.4 Resolution of Construction Claims.** - In accordance with Public Contract Code Section 20104 *et seq.*, and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and the City shall be resolved under the following the statutory procedure:

1. **All Claims:** All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the Contract Documents. "Claim" means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the Contractor and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled, or (3) an amount the payment of which is disputed by the City.

2. **Claims Under \$50,000.** The City shall respond in writing to the claim within forty-five (45) days of receipt of the claim, or, the City may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the City and the Contractor. The City's written response shall be submitted fifteen (15) days after receiving the additional documentation, or within the same period of time taken by the Contractor to produce the additional information, whichever is greater.

3. **Claims over \$50,000 but less than or equal to \$375,000.** The City shall respond in writing within sixty (60) days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the City and the Contractor. The City's response shall be submitted within thirty (30) days after receipt of the further documents, or within the same period of time taken by the Contractor to produce the additional information or documents, whichever is greater. The Contractor shall make

these records and documents available at all reasonable times, without any direct charge.

5. If the Contractor disputes the City's response, or if the City fails to respond within the times prescribed herein, the Contractor may so notify the City within fifteen (15) days of the receipt of the response or within fifteen (15) days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for a settlement of the issues in dispute. Upon such demand, the City shall schedule a meet and confer conference within thirty (30) days.

6. Following the meet and confer conference, if the claim or any portion thereof remains in dispute, the Contractor may file a claim pursuant to Government Code 900 *et seq.* and Government Code 910 *et seq.* For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the Contractor first submits its written claim pursuant to these provisions until the time the claim is denied as a result of the meet and confer process, including any time utilized for the meet and confer conference.

7. Submission of a written claim (with appropriate supporting documentation attached) signed by the Contractor, and a written rejection or denial of all or part of the claim by City, is a condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.

**2.7.4.5 Concrete Forms, Falsework, and Shoring.** - The Contractor shall comply fully with the requirements of Section 1717 of Title 8 of the California Code of Regulations (Construction Safety Orders of the California Department of Industrial Relations) regarding the design of concrete forms, falsework, and shoring, and the inspection of same prior to the placement of concrete. Where Section 1717 requires the services of a civil engineer registered in the State of California to approve design calculations and working drawings of the falsework or shoring system, or to inspect such system prior to the placement of concrete, the Contractor shall employ a registered civil engineer for these purposes, and all costs therefor shall be included in the Bid item price named in the Agreement for completion of the Work as set forth in the Contract Documents.

**2.7.4.6 Payroll Records; Retention; Inspection; Noncompliance Penalties; Rules and Regulations.** – Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating that both (1) the information contained in the payroll record is true and correct; and (2) the Contractor has complied with the requirements of Labor Code Sections 1771,

1811, and 1815 for any work performed by his or her employees on the public works project.

The payroll records enumerated in the first paragraph of this Subsection 2.7.4.6, shall be certified and made available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

A certified copy of an employee's payroll record shall be made available for inspection, or furnished to the employee, or his or her authorized representative on request.

A certified copy of all payroll records enumerated herein shall be made available for inspection, or furnished upon request to a representative of the City, the DLSE and the DAS.

A certified copy of all payroll records enumerated herein shall be made available upon request to the public for inspection, or for copies thereof. However, a request by the public shall be made through among the City, the DAS, or the DLSE. If the requested payroll records have not been provided pursuant to the preceding paragraph, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made, subject to the provisions of Title 8, Sections 16400 and 16402 of the California Code of Regulations. The public shall not be given access to the records at the principal office of the Contractor.

The certified payroll records shall be on forms provided by the DLSE or shall contain the same information as the forms provided by the DLSE. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the DLSE forms and such printouts are verified in the manner specified in the first paragraph of this Subsection 2.7.4.6.

The Contractor and each subcontractor shall file a certified copy of the records, enumerated in the first paragraph of this Subsection 2.7.4.6, with the entity that requested the records within ten (10) days after receipt of a written request.

Any copy of records made available for inspection as copies, and furnished upon request to the public or any public agency by the City, the DAS, or the DLSE, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name, address of the Contractor awarded the contract or performing the Work under the Contract Documents shall not be marked or obliterated. Any copy of records made available for inspection by or furnished to, a joint labor-management committee established pursuant to the provisions of Labor Code Section 1776(e) shall be marked or obliterated only to prevent disclosure of individuals' names and social security numbers.



The Contractor shall inform the City of the location of the records enumerated under the first paragraph of this Subsection 2.7.4.6, including the street address, city and county, and shall, within 5 working days, provide a notice of any change of location and address.

The Contractor or subcontractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting the certified payroll records set forth in the first paragraph of this Subsection 2.7.4.6. In the event that the Contractor or subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the DAS or the DLSE, these penalties shall be withheld from progress payments then due.

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

By the fifteenth (15th) day of the month, if the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 1st of that month, the City will retain an amount equal to ten (10) percent of the estimated value of the work performed during that month from the next monthly progress payment, except that such retention shall not exceed \$10,000, nor be less than \$1,000. Retentions for failure to submit satisfactory payrolls shall be in addition to all other retentions provided for in the Contract Documents. The retention for failure to submit certified payrolls for any monthly period will be released for payment with the next progress payment made following the date that all the satisfactory payrolls for which the retention was made are submitted.

**2.7.5 PERMITS** – The following shall be added to the end of Subsection 7-5 of the Standard Specifications:

**2.7.5.1** The following permit(s) shall be required for the Project:

1. Construction/Excavation Permit - City of Lynwood Department of Public Works

2. Business License – City of Lynwood Business License Department

*\*The Contractor is required to obtain a “No-Fee” Construction / Excavation Permit from the City prior to commencing any work.*

- END OF SECTION -

**SECTION 2.8 -- FACILITIES FOR AGENCY PERSONNEL**

**(NOT REQUIRED)**

**- END OF SECTION -**

## SECTION 2.9 - MEASUREMENT AND PAYMENT

### 2.9.1 GENERAL

**2.9.1.1 Payment.** – Paragraph 2 of Subsection 9-3.1 of the Standard Specifications shall be amended to read as follows:

Payment for the various items of the Bid Schedule(s) shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and costs of complying with the regulations of any public agencies having jurisdiction over Contractor or the Work, including, but not limited to, the Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA).

No separate or additional payment will be made for any item that is not specifically set forth in the Bid Schedule(s), unless approved and covered by a subsequent Change Order(s) issued in accordance with the provisions of the Contract Documents and all costs for any such items shall be included in the prices named in the Bid Schedule(s) for the various appurtenant items of Work.

**2.9.1.2 Progress and Final Payments.** – Paragraphs 2 through 5 of Subsection 9-3.2. of the Standard Specifications shall be deleted in their entirety and the following substituted therefor:

In order to receive monthly progress payments for Unit Price Bid Schedule(s), for work performed to the established closure date, the Contractor shall submit to the Engineer a billing invoice and an attachment containing a correct list of estimated quantities and work completed by the Contractor for the applicable Unit Price Bid Items listed in the Bid Schedule(s). Such invoice shall also include a statement of accumulated working days. The estimated quantities and work completed shall be verified by the Engineer prior to processing payment.

In order to receive monthly progress payments for Lump Sum Bid Schedule(s), for work performed to the established closure date, the Contractor shall submit to the Engineer a billing invoice and an attachment containing a correct list of estimated quantities and work completed, in accordance with the Schedule of Values approved by the Engineer. Such invoice shall also include a statement of accumulated working days. The estimated quantities and work completed shall be verified by the Engineer prior to processing payment.

When the entire Project has been satisfactorily completed, the Contractor shall submit its final billing invoice and required detailed attachment to the Engineer for the required verification and preparation of the final estimate.

Acceptance of any progress payment accompanying any estimate without written protest shall be an acknowledgment by the Contractor that the number of accumulated working days shown on the associated statement of working days is correct. Progress payments made by the City to the Contractor after the completion date of the Agreement shall not constitute a waiver of liquidated damages.

Subject to the provisions of Section 22300 of the Public Contract Code, a ten percent (10%) retention will be withheld from each progress payment. All monthly invoices or payment requests, together with the required attachments detailing the number of days worked and estimates of

quantities and work completed, shall be directed to and approved by the Engineer before submittal to the City for payment.

Pursuant to the provisions of California Public Contract Code Section 20104.50, should City fail to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request (or invoice) from Contractor, City shall be liable to pay interest on such late payment equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure. Upon receipt of an invoice or payment request from Contractor, the City shall: (1) review the invoice as soon as practicable after receipt to determine that the invoice is a proper payment request / invoice; and (2) return to the Contractor within seven (7) days of receipt any invoice / payment request the City determines to be improper, accompanied by a writing setting forth the reasons for City's determination of impropriety. The number of days available to City to make a payment without incurring interest as set forth in this paragraph shall be reduced by the number of days the City exceeds the seven (7) day return period set forth in the previous sentence.

The Contractor shall submit with each invoice the Contractor's conditional waiver of lien for the entire amount covered by such invoice and valid unconditional waivers of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in forms prescribed by California Civil Code Section 3262. Prior to final payment by City, Contractor shall submit a final waiver of lien for Contractor's work, together with releases of lien from any subcontractor or materialmen.

**2.9.1.3 Release of Retention** - The last paragraph of Standard Specifications Subsection 9-3.1 shall be DELETED and the following substituted therefor:

At the expiration of thirty-five (35) days after the Notice of Completion has been recorded by the City, or as prescribed by law, the amount deducted from the final estimate and retained by the City will be processed for payment to the Contractor, except for such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Agreement to be further retained.

**2.9.2 SCHEDULING, MEASUREMENTS AND PAYMENTS**

**2.9.2.2 Initial Mobilization:** - The following paragraphs shall be added to the end of Subsection 9-3.4 of the Standard Specifications:

Measurement for payment for Mobilization will be based upon completion of such work as a lump sum, non-proratable pay item, and shall require completion of all of the listed items during the first twenty-five (25) days following the Notice to Proceed.

Payment for Mobilization will be made at the lump sum allowance named in the Unit Price Bid Schedule(s) under the Bid Item, "Mobilization," which price shall constitute full compensation for all such work. Payment for mobilization will be made in the form of a single, lump-sum, non-proratable payment. The Bid Item, "Mobilization," will not be approved for payment until all mobilization items listed herein have been completed as specified. The scope of work included under the Bid Item, "Mobilization" shall include, but not be limited to, the following principal items:

1. Obtaining and paying for all bonds, insurance, and permits.
2. Moving onto the site all Contractor's plant and equipment required for first month's operations.
3. Installing temporary construction power, wiring, and lighting facilities.

4. Establishing fire protection system.
5. Developing and installing a construction water supply per Subsection 7-8.5 of the Standard Specifications.
6. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA.
7. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer and for all security.
8. Arranging for and erection of Contractor's work and storage yard.
9. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA and as required by Subsection 7-10.4 of the Standard Specifications.
10. Having the Contractor's superintendent at the job site full time as required under Subsection 7-6 of the Standard Specifications.
11. Submittal of required Construction Schedule as specified in Subsection 6-1 of the Standard Specifications.
12. Submittal of Proposed Construction Schedule on or before the Preconstruction Conference, acceptable to the Engineer, per Subsection 6-1 of the Standard Specifications and Subsection 2.6.8 of these Special Provisions.
13. Submittal of detailed Preliminary Construction Schedule for the Engineer's approval within seven (7) calendar days after the commencement date specified in the Notice to Proceed.
14. Submittal of an As-Planned Construction Schedule, embodying all corrections required by the Engineer, within thirty (30) calendar days of the date of the Notice to Proceed. No payment for mobilization can be made until this has been approved and submitted.
15. Providing and maintaining the field office trailers for the Contractor and the Engineer, complete, with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machine per Section 2.8 of the Special Provisions.
16. Providing on-site communication facilities for the City and the Engineer, including telephones, radio pagers, and a FAX machine.

In addition to the requirements specified above, all submittals shall conform to the applicable requirements of the Standard Specifications.

No payment for any of the listed mobilization work items will be made until all of the listed items have been completed to the satisfaction of the Engineer. The aforementioned amount will be withheld by the City as the agreed, estimated value of completing all of the mobilization items listed. Any such withholding of money for failure to complete all such mobilization items as a lump sum item shall be in addition to the retention of any payments pursuant to the provisions of the Public Contract Code.

**2.9.2.3 Demobilization** - Measurement for payment for Demobilization will be based upon completion of such work as a lump sum, non-proratable pay item, and shall require completion of all of the Demobilization items listed herein.

Payment for Demobilization will be made at the lump sum allowance named in the Bid Schedule(s) under the Bid Item, "Demobilization," which price shall constitute full compensation for all such work. Payment for Demobilization will be made in the form of a single, lump sum, non-proratable payment, no part of which will be approved for payment under the Agreement until all Demobilization items listed herein have been completed as specified. The scope of the work included under the Bid Item, "Demobilization" shall include but not be limited to the following principal items:

1. Provide and submit to the City a detailed written summary of the actual quantities of each bid item.
2. Complete clean up and remediation of all storage and staging sites.
3. Complete clean up and remediation, if required, of all haul routes utilized by Contractor's vehicles.
4. Comply with all terms of the Construction Permit.
5. Submit complete "AS-BUILT" plans.
6. Complete the project punch list.

**2.9.2.4 Sheeting, Shoring, and Bracing or Equivalent Method.** - Measurement for payment for temporary sheeting, shoring, and bracing, or equivalent method, will be based upon the completion of all planning, design, engineering, furnishing, and construction, and the removal and disposal of all such temporary sheeting, shoring, and bracing as a lump sum item, complete, as required under the provisions of any permits and in accordance with the requirements of OSHA and the Construction Safety Orders of the State of California, pursuant to the provisions of Section 6707 of the California Labor Code.

Payment for temporary sheeting, shoring, and bracing, or equivalent method, will be made at the lump sum price named in the Bid Schedule(s) under the Item, "Sheeting, Shoring, and Bracing, or Equivalent Method", which price shall constitute full compensation for completion of all such work as required hereunder.

- END OF SECTION -

## **SECTION 2.10 - CONSTRUCTION DETAILS (MATERIALS AND METHODS)**

### TABLE OF CONTENTS

2.10.1	General
2.10.2	Construction Materials
2.10.3	Construction Methods

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#### **2.10.1 GENERAL**

Section 2.10, "Construction Details", includes only technical provisions that add, delete, or revise that which is already covered in the Standard Specifications, or exercises a choice that is offered in the Standard Specifications, or adds subjects not covered in the Standard Specifications.

#### **2.10.2 CONSTRUCTION MATERIALS**

#### **2.10.3 CONSTRUCTION METHODS**

**- END OF SECTION -**



**CITY OF LYNWOOD**

**PUBLIC WORKS DEPARTMENT**

---

**PART 3 - TECHNICAL PROVISIONS**

**CITY OF LYNWOOD PROJECT TITLE:**

**OLANDA STREET SEWER LINE MAINTENANCE  
FOR STRUCTURAL SEWER DEFICIENCIES PROJECT  
PROJECT NO. **TBA****

**IN THE CITY OF LYNWOOD**

**OLANDA STREET SEWER LINE MAINTENANCE  
FOR STRUCTURAL SEWER DEFICIENCIES PROJECT  
PROJECT NO. TBA**

**TECHNICAL PROVISIONS**

All Bid Items shall be in accordance with the Greenbook Standard Specifications for Public Works Construction (SSPWC) and Standard Plans for Public Works Construction (SPPWC), Latest Edition including supplements, State of California Caltrans Standard Plans and Specifications, Latest Edition, and the Special Provisions and General Conditions of these specifications.

**Construction Surveying and Staking**

It shall be the responsibility of the Contractor to supply any and all construction surveying and staking required. All surveying shall be performed under the direct supervision of a California Licensed Land Surveyor or Civil Engineer duly licensed to perform land surveying.

Construction Survey and staking consist of furnishing transportation, labor, materials, and equipment to provide surveying and field engineering under the direction of a Land Surveyor or Professional Engineer licensed in the State of California to do surveying. Furnish skilled labor, instrument platforms, ladders and such other temporary structures, required lighting for making and maintaining points and lines in connection with the surveys required.

Construction staking shall conform to the Standard Specification Section 2-9. Work under this Section includes, but is not limited to, the following:

1. Establish and maintain horizontal and vertical control points from City Engineer-supplied benchmarks and baselines.
2. Establish temporary benchmarks.
3. Layout of all work.
4. Construction staking for earthwork, paving work and median curb required on the project.
5. Control, staking, and grade checking for all earthworks.
6. Maintain records on reproducible contract drawings (ASCII points file) of as-constructed locations of project components and features during the course of the project.
7. Establish/reestablish survey monuments as shown on the construction drawings and file Corner Record Survey with the County Surveyor and the City Engineer.

City Engineer reserves the right to check the accuracy of Contractor's survey measurements and calculations. Regardless of whether or not the City Engineer exercises this right, the requirements for Contractor accuracy and adequacy will not be waived.

Copies of all completion survey notes, and other data shall be furnished to the City Engineer prior to beginning work that requires their use.

Prior to completion of Project and when requested by City Engineer, Contractor shall submit a copy of site drawing and certificate signed by California Registered Land Surveyor or Professional Engineer as applicable, that elevations and locations of Work are in conformance with Contract Documents.

Contractor shall set permanent monuments and file "Record of Survey Map". The contractor shall be responsible to maintain a complete and accurate log of control and survey work as it progresses.

Contractor shall field verify locations of survey control points prior to starting any work on the Project Site. Contractor shall establish and submit to City Engineer any temporary control points as necessary due to construction activity. The Contractor shall notify City Engineer of any discrepancies discovered and resolve prior to starting any work.

The Contractor shall lay out work from the City Engineer's established control points, baselines, ranges and gauges and shall be responsible for all measurements in connection therewith. Furnish, at Contractor's expense, all stakes, templates, platforms, equipment, range markers, and labor as may be required in laying out any part of the Work from the points and lines established by the City Engineer. The Contractor will be held responsible for the execution of the Work to such lines and grades as may be established or indicated by the City Engineer. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the City Engineer until authorized to remove them. If such marks are destroyed by the Contractor or through negligence prior to their authorized removal, they may be replaced by the City Engineer at City Engineer's discretion. The expense of replacement will be deducted from any amounts due, or to become due, the Contractor.

Surveying shall conform to methods, procedures, and requirements of the CALTRANS Survey Manual. Contractor shall set finish grades at a maximum of 50-ft. intervals for dirt, 25-ft. intervals for rock and at all grade breaks. Contractor shall establish or reestablish baselines and field control points as necessary and provide all basic site engineering to assure accurate locations and elevations for construction. It will be contractor's responsibility to verify location and elevation of existing structures and utilities as required for new work.

Control datum for survey may be indicated on Contract Drawings. Contractor shall locate and protect, or replace survey control and reference points, preserve permanent

reference points during construction and provide record of survey for replacement at record monument. The contractor shall report to City Engineer loss or destruction of any reference point or relocation required because of changes in grades or other reasons and replace dislocated survey control points based on original survey control. There will be no changes without prior written notice to City Engineer.

**Payment for Construction Survey and Staking** shall be considered as included in the prices paid for the **Various Items** of work involved as specified in Section 8-3, "Work to be Done without Direct Payment," of the Standard Construction Specifications and therefor no additional compensation will be made. This item shall include full compensation for providing, preparing and providing survey control plan during the project, obtaining all approvals and permits, as required, from the City Engineer, including, but not limited to, public agencies and the City of Lynwood; and complying with the requirements specified in those licenses and permits, coordination, field office facility; and incidentals necessary to perform all related items of work.

### **DAILY STATUS REPORT**

The Contractor shall be required to submit daily written status reports to the Project Engineer on the progress of work, plus the planned work for each subsequent day.

Payment for daily status report shall be included in payment for other bid items and **no separate payment** shall be made.

### **Bid Item No. 1 - Mobilization, Demobilization**

Mobilization shall conform to the provisions of Sections 9-3.4 of the Standard Specifications.

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, 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, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials. Demobilization includes removal of all equipment and materials from the site, clean up and restoration of the work site at the end of project.

No additional amounts shall be paid for erosion control, Best Management Practices (BMP), erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil deposited on public streets by construction traffic.

Best Management Practices (BMP) shall be defined as any program, technology, process, citing criteria, operating method, measure, or device, which controls, prevents, removes, or reduce pollution.

The Contractor shall have a minimum of two readily accessible copies of each publication on the Contract site at all times plus any copies of applicable environmental mitigation plans.

Additional BMPs may be required as a result of a change in actual field conditions, Contractor activities, or construction operation. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for Contractor activities shall be continuously implemented throughout the year and project time period. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any Contractor activity or construction operation, which may produce run-off, and whenever run-off from other sources may occur.

The Agency (City), as a permittee thereto, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The Agency will pass through to the Contractor any penalty assessed by these entities for each calendar day that the Contractor has not fully implemented the BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, the Agency will deduct, from the final payment due the Contractor, the total amount of any fines levied on the Agency, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

**Payment for Mobilization** shall be considered as included in the prices paid for the **Lump Sum (LS)** of work involved as specified in Section 8-3, "Work to be Done without Direct Payment," of the Standard Construction Specifications and therefor no additional compensation will be made. This shall include full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Lynwood; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work.

### **Bid Item No. 2 - Sheeting, shoring and bracing**

Includes all labor, materials, tools, equipment, and incidentals necessary for doing all the work involved in designing, procuring, installing, removing and any other work necessary to provide all sheeting, shoring and bracing of excavations, removal of sheeting, shoring and bracing; abandoning sheeting and shoring where required, and

other excavation supports in place necessary to complete all work under the Contact as required by, but not limited to federal and California Safety and Health Standards, Section 6700-6708 of the Labor Code and these Specifications.

**Payment for Sheeting, shoring and bracing** shall be considered as included in the prices paid for the **Lump Sum (LS)** of work involved as specified in Section 8-3, "Work to be Done without Direct Payment," of the Standard Construction Specifications and therefor no additional compensation will be made. This shall include full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Lynwood; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work.

### **Bid Item No. 3 - Temporary traffic control**

Traffic control, Traffic control plan, construction signing and traffic maintenance shall comply with the provisions of Subsection 7-10 of the Standard Specification, Subsection 56-2 of the Caltrans Standard Specifications, and the current requirements set forth in the "Manual of Traffic Controls for Construction and Maintenance Work Zones" published by the Department of Transportation, State of California, and latest Manual on Uniform Traffic Control Devices (MUTCD) by the Federal Highway Administration (California Supplement), the traffic control plans and these Special Provisions.

The Contractor shall maintain the following clearances from the edge of traffic lanes:

- 1) 5 feet to any excavation,
- 2) 2 feet to curbs or temporary concrete barriers,
- 3) 10 feet to poles and other obstructions on uncurbed roadways.

If determined by the City Engineer that it is necessary to decrease these minimum distances to allow for the prosecution of the work, the Contractor shall provide all protective devices required by the City Engineer to adequately protect the public.

### **PUBLIC CONVENIENCE**

At least ten (10) calendar days prior to commencing paving work, the Contractor shall submit a pavement spreading schedule to the City for approval. Based on the pavement spreading schedule, the Contractor is to notify residents and businesses of the proposed work and post temporary "NO PARKING" signs at no cost to the City. Signs shall be posted at all intersections, and on each side of the street a maximum of 200 feet between signs. Signs shall not be attached to existing poles, street light standards or trees. All signs must be posted on delineators or stakes provided by the Contractor. The "NO PARKING" signs shall be in place not less than seventy two (72) hours prior to performing the work; therefor a request for changes in the schedule requiring additional posting shall be submitted by the Contractor for approval by the City Engineer at least

seventy-two (72) hours prior to reconstruction and overlaying the street. All conflicting parking signage shall be covered.

Due the nature of this project involving major inconvenience to residents and businesses, a good Public Relations Program is mandatory and evidence of satisfactory past performance in this area will be required.

The Contractor is to distribute a minimum of two (2) "Public Notice" to each resident and business affected by the project. The first notice shall be distributed ten (10) calendar days prior to the start of any work. The second notice shall be distributed at least seventy two (72) hours (3 working days) prior to the start of work. A sample copy of the notice must be approved by the City Engineer. Said notice shall be attached to a red information hanger provided by the Contractor and hung on the front door knob and/or gate. The Contractor shall also coordinate with the bus services to ensure the safe operation of buses and access to bus stops in the construction area.

The Contractor shall also coordinate with the trash disposal and postal services agencies to ensure the safe operation of their vehicle and access in the construction area. Notices shall be in English and Spanish language.

All complaints received by the City associated with the construction project alleging damage to private property and vehicles shall be responded to by the Contractor within one working day (24) hours of notification. Failure to comply with this provision may result in a penalty of One Hundred dollars (\$100.00) per occurrence.

All trucks, which the Contractor proposes to use, that exceed the legal load limit when loaded will be required to have overweight permits issued by the City for which there is a fee.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project as specified in Subsection 7-10 of the General Provisions.

#### 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 pavement as a result of damage (i.e., vehicle tracks, footprints, graffiti, etc.) If deemed necessary by the City, the Contractor shall repair the defective area in accordance with these special provisions.

#### CONSTRUCTION SIGNING

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades as required by the "Manual of Traffic Controls for Construction and Maintenance Work Zones". The traffic control system shall be installed on a road prior to starting work for that road and shall not be removed until all work has

been completed on that road. Existing speed limit signs, which conflict with the work zone speed limit, shall be covered during the entire construction period.

### TRAFFIC MAINTENANCE

The Contractor shall be responsible for handling vehicular and pedestrian traffic in accordance with Subsection 7-10 of the Standard Specifications and these Special Provisions.

The Contractor shall prepare all necessary traffic control plans and submit to the City for approval at the pre-construction meeting. The traffic control plans shall be prepared by a Traffic Engineer Licensed in the State of California and shall show:

1. Notification Signs.
2. Existing and temporary lane lines.
3. Dimensions of the work zone and street improvements.
4. Advance warning signs.
5. Delineators

The plans shall be submitted to the City no later than the Pre-Construction meeting and shall incorporate a complete and separate plan for each stage of construction proposed by the Contractor. This plan shall indicate the sequence of lanes or portions of lanes being closed for each phase. The traffic control plans shall indicate the travel plan for each phase of construction. The traffic control plans shall state:

1. That the plan will conform to the "Manual on Uniform Traffic Control Devices (MUTCD) California Current Edition."
2. Emergency contact person and phone number.
3. Minimum lane widths and minimum clearance to obstructions.

The traffic control plan shall be reviewed and accepted by the City Engineer prior to beginning any removals.

The Contractor shall cooperate with the City Engineer relative to handling traffic through all work areas and shall make his own arrangements relative to keeping the working area clear of parked vehicles and maintaining clear access to driveways.

The Contractor shall furnish and install construction notification signs as shown on traffic control plans and as specified by the City of Lynwood.

The Contractor shall provide for controlled pedestrian crossings through the work. Crossings shall provide pedestrians a means of passing over or through the work without tracking tack coat or hot asphalt on existing concrete work or endangering pedestrian safety.

At intersections, if a cross road needs to be temporarily closed when work is in progress through the intersection and the anticipated traffic delay is more than five (5) minutes, a



detour sign shall be installed on the cross street and shall include the installation of advance signing displaying the anticipated delay time. The signing of the detour route shall be approved by the City Engineer prior to installation of the detour and closure of the road.

The Contractor shall provide for one lane of travel in each direction at all times unless approved by the City Engineer. When two-way traffic is restricted to one lane in each direction, and when applying an overlay past intersecting roads, traffic shall be controlled as required by the "Manual of Traffic Controls for Construction and Maintenance Work Zones". A pilot car and driver will be required at various locations if control by flaggers and/or control devices proves deficient in the opinion of the City Engineer. In no case shall the Contractor provide less than one (1) lane of travel in each direction through the construction zone including cross-streets, except if an alternative plan is approved by the City Engineer.

Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time. Overnight parking of construction equipment shall be confined to an approved storage site selected by the Contractor and approved by the City.

#### TEMPORARY GUIDE MARKERS

Temporary guide markers shall be portable Caltrans, Standard Specifications approved delineators. Only one type of temporary guide marker shall be used on any road at any one time.

Temporary guide markers shall be placed adjacent to the edge of all vertical lips or excavations that exceed 1 inch. If the temporary guide markers are damaged, or are not in an up-right position, from any cause, said markers should immediately be replaced or restored to their original locations, in an upright position by the Contractor.

#### PORTABLE DELINEATORS

The vertical portion of the portable delineators shall be brilliant orange or predominantly orange in color. The posts shall be not less than 100 square inches, measured through the vertical axis of the delineator, normal to the roadway. The minimum height shall be thirty-seven (37) inches above the traveled way.

Two 4-inch nominal width reflective bands shall be mounted a minimum of 1 ½ inches apart and at a height on the post so that one reflective band will be between 2.5 feet and 3 feet above the roadway surface.

Reflective bands shall be flexible vinyl plastic, either white or yellow, and shall have not less than the following dry reflective values at a 0.2 degree divergence angle, expressed I units if candlepower per foot-candle per square foot. The wet reflective values shall not be less than ninety percent (90%) of the dry values.

### Dry Reflective Value

<u>Angle of Incidence</u>	<u>4°</u>	<u>5°</u>	<u>30°</u>
White	250	165	50
Yellow	10	110	50

All tests for reflective values shall be performed in accordance with Test Method No. Calif. 642.

The portable delineators shall be spaced as necessary for proper delineation; however, in no case shall the spacing between portable delineators exceed thirty (30) feet on tangents or twenty (20) feet on curves.

### FLUORESCENT TRAFFIC CONES

Provide lighted flashers and lighting for night time. Fluorescent traffic cones shall be new or reconditioned and of good commercial quality, flexible material suitable for the purpose intended. The outer section of the portion above the base of the cone shall be highly pigmented fluorescent orange polyvinyl compound. The cone shall be anchored in a manner such that the traffic cone will remain in an upright position.

The fluorescent traffic cones shall be spaced as necessary for proper delineation; however, in no case shall the spacing between fluorescent cones exceed thirty (30) feet on tangents or twenty (20) feet on curves.

### TEMPORARY STRIPING AND/OR MARKINGS

Temporary striping and marking for traffic control shall conform to Section 310-5.6.5 of the Standard Specifications. Temporary striping and marking which has no further use shall be removed by wet sandblasting, and all sand used in sandblasting shall be removed without delay as the sandblasting operation progresses.

### RESTRICTIONS ON CLOSURE OF STREETS AND TRAFFIC LANES

The Contractor shall conduct all operations so as to provide access to the adjoining properties and have no greater length or quantity of work under construction that can be properly prosecuted with a minimum of inconvenience to the public.

The Contractor shall construct temporary A.C. ramps or equal to provide safe and drivable access to residents and business properties daily. If steel plates are required, they shall be provided by the Contractor at no additional cost to the City.

The Contractor shall coordinate all shipments and deliveries to businesses.

The Contractor shall be responsible for furnishing, placing and maintaining barricades and lights as necessary to protect the public from danger due to the work being done.

No additional amounts shall be paid for erosion control, erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil deposited on public streets by construction traffic.

**Payment for Traffic Control** shall be considered as included in the prices paid for the **Lump Sum (LS)** of work involved as specified in Section 8-3, "Work to be Done without Direct Payment," of the Standard Construction Specifications and therefor no additional compensation will be made. This item shall include full compensation for providing safe traffic control systems, preparing and providing traffic control plan during the project, obtaining all approvals and permits, as required, from all related agencies, including, but not limited to, public agencies and the City of Lynwood; and complying with the requirements specified in those licenses and permits, coordination, field office facility; and incidentals necessary to perform all related items of work.

#### **Bid Item No. 4 - Water Pollution Control**

Full compensation for furnishing, installing, maintaining, and removing all components of the required water pollution control devices as specified in the plans and these Special Provisions, and as directed by the Engineer.

**Payment for Water Pollution Control** shall be considered as included in the prices paid for the **Lump Sum (LS)** of work involved as specified in Section 8-3, "Work to be Done without Direct Payment," of the Standard Construction Specifications and therefor no additional compensation will be made. This item shall include full compensation for providing safe traffic control systems, preparing and providing traffic control plan during the project, obtaining all approvals and permits, as required, from all related agencies, including, but not limited to, public agencies and the City of Lynwood; and complying with the requirements specified in those licenses and permits, coordination, field office facility; and incidentals necessary to perform all related items of work.

#### **Bid Item No. 5 - Replace 8" Sewer Line Deficiency In Video Log Field Reports**

AB6-AB7 on Olanda St. @ 156.3 ft excavate and replace  
AB6-AB7 on Olanda St. @ 159.9 ft. excavate and replace about 5' of line

Includes all labor, materials, tools, equipment, and incidentals necessary for doing all the work involved in rehabilitating or replacing the existing sewer main.

Payment for each deficiency noted in each section shall be at the bid price per **each**, and such payment shall include full compensation for furnishing all labor, material, tools and equipment and doing all work involved in repair or replace.

### **Bid Item No. 6 - Epoxy Robotic Repair**

AB7-AB8 on Olanda Street @ 271.2 ft.

Includes all labor, materials, tools, equipment, and incidentals necessary for doing all the work involved in the epoxy robotic repair patching.

Payment for such deficiency noted throughout the section shall be at the bid price per **each (EA)**, and such payment shall include full compensation for furnishing all labor, material, tools and equipment and doing all work involved in repair or replace.

### **Bid Item No. 7 - Site Restoration**

Includes all labor, materials, tools, equipment and incidentals necessary for doing all the work involved with restoring construction sites to original or better condition including; replacing concrete sidewalks, pathways, curbs, and gutters where shown or where damaged by construction; remove and replace fencing as necessary for construction; pavement restoration not involved with bypass trench repair; restoration of pavement striping, markings, and legends; restoration/repair of irrigation piping, sprinklers, and boxes damaged by construction; reseeding turf areas including proper soil preparation; and record drawings per COS and City Standards and Specifications and as shown in the Plans and described in these Special Provisions.

Payment for such deficiency noted throughout the section shall be at the bid price per **Lump Sum (LS)**, and such payment shall include full compensation for furnishing all labor, material, tools and equipment and doing all work involved in repair or replace.

### **WORKSITE CLEAN-UP**

The Contractor shall leave the work site in an orderly manner. All material, debris and oil shall be removed from the site by the Contractor. The Contractor may be held responsible for any subsequent repair or clean up work required for City crews to prepare the site for normal operation.

Payment for work site clean up shall be included in payment for other items and **no separate payment** shall be made.

**- END OF SECTION -**

**CITY OF LYNWOOD  
PUBLIC WORKS DEPARTMENT**

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**PART 4 - APPENDICES**

**OLANDA STREET SEWER LINE MAINTENANCE  
FOR STRUCTURAL SEWER DEFICIENCIES PROJECT  
PROJECT NO. TBA**

- 3.1 Appendix A – Standard Plans for Public Works Construction (SPPWC Stds.) and City of Lynwood Sewer Improvement Standards
- 3.2 Appendix B – Contract Change Order (CCO) Form
- 3.3 Appendix C – Substitution Request Form
- 3.4 Appendix D – Labor Code Sections 1771, 1775, 1776, 1777.5, 1813 and 1815
- 3.5 Appendix E – Engineering and / or Architectural Plans (Contract Drawings)
- 3.6 Appendix F – Video Log Field Reports

# **APPENDIX A**

## **STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION (SPPWC)**

# APPENDIX B

## CONTRACT CHANGE ORDER (CCO) FORM



CITY OF LYNWOOD

DEPARTMENT OF PUBLIC WORKS

Date: \_\_\_\_\_ CCO No. \_\_\_\_\_ Project No. **TBA**

Project Title: OLANDA STREET SEWER LINE MAINTENANCE  
FOR STRUCTURAL SEWER DEFICIENCIES PROJECT

Plan Reference: \_\_\_\_\_ Item Reference: \_\_\_\_\_

Contractor: \_\_\_\_\_

Show as separate numbered paragraphs: (1) Reason for Change; (2) Description of Change; (3) Location of change (Stations, etc.); (4) Change in Contract Cost; (5) Extension of Contract, if warranted; (6) New Contract Total Including All Change Orders.

Is there an Attachment "A" for a Sketch and/or Additional Information? Yes \_\_\_\_ No \_\_\_\_

### **Recommended By:**

\_\_\_\_\_  
Project Engineer (Signature)

\_\_\_\_\_  
Date Recommended

\_\_\_\_\_  
Director of Public Works (Signature)

\_\_\_\_\_  
Date Recommended

### **Approved By:**

\_\_\_\_\_  
Contractor's Agent (Signature)

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Mayor or City Manager (Signature)

\_\_\_\_\_  
Date Approved

Distribution: Original to Office of City Engineer  
Copy to Contractor

Copy to Project Manager  
Copy to Supervisor of Inspectors  
Copy to Inspector



# APPENDIX B

## CONTRACT CHANGE ORDER (CCO) FORM ATTACHMENT A

CITY OF LYNWOOD

DEPARTMENT OF PUBLIC WORKS

Date: \_\_\_\_\_ CCO No. \_\_\_\_\_ Project No. TBA

Project Title: OLANDA STREET SEWER LINE MAINTENANCE  
FOR STRUCTURAL SEWER DEFICIENCIES PROJECT

Plan Reference: \_\_\_\_\_ Item Reference: \_\_\_\_\_

Contractor:

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SKETCH AND / OR ADDITIONAL INFORMATION:



# APPENDIX C

## SUBSTITUTION REQUEST FORM

TO:

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PROJECT: OLANDA STREET SEWER LINE MAINTENANCE  
FOR STRUCTURAL SEWER DEFICIENCIES PROJECT  
PROJECT NO: TBA

OWNER: CITY OF LYNWOOD

SPECIFIED ITEM:

Section	Page	Paragraph	Description
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The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION: \_\_\_\_\_

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request. Applicable portions of the data are clearly identified.

The undersigned states that the following paragraphs, unless modified on attachments, are correct:

1. The proposed substitution does not affect dimensions shown on Drawings and will not require a change in any of the Contract Documents.
2. The undersigned will pay for changes to the design, including engineering design, detailing, and construction costs caused by the requested substitution which is estimated to be \$\_\_\_\_\_.
3. The proposed substitution will have no adverse affect on other contractors, the construction schedule (specifically the date of substantial completion), or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.
5. The incorporation or use of the substitute in connection with the work is not subject to payment of any license fee or royalty.

The undersigned further states that the function, appearance, and quality of the Proposed Substitution are equivalent or superior to the Specified Item.

Submitted by Contractor: \_\_\_\_\_ Reviewed by Engineer: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  ACCEPTED  
FIRM: \_\_\_\_\_  ACCEPTED AS NOTED  
\_\_\_\_\_  
 NOT ACCEPTED  
DATE: \_\_\_\_\_  RECEIVED TOO LATE  
TELEPHONE: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

ATTACHMENTS: \_\_\_\_\_ REMARKS: \_\_\_\_\_

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# APPENDIX D

## Labor Code Section 1771 Requirement of prevailing local rate for work under contract

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

## Labor Code Section 1775 Forfeiture for paying less than prevailing wage rates; Amount of penalty; Payments to workers; Liability of prime contractor; Notification of complaint

### (a)

(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

### (2)

(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

### (B)

(i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

**(C)** When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

**(D)** The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

**(E)** The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

**(b)** If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

**(1)** The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

**(2)** The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

**(3)** Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

**(4)** Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

**(c)** The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages

#### **Labor Code Section 1777.5 Employment of apprentices on public works**

**(a)** Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

**(b)** Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

**(c)** Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible

to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
- (2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an

apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

**(j)** Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

**(k)** An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

**(1)** Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

**(2)** The number of apprentices in training in the area exceeds a ratio of 1 to 5.

**(3)** There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

**(4)** Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

**(l)** When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

**(m)**

**(1)** A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

**(2)** At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

**(A)** If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

**(B)** If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

**(C)** All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.

**(3)** All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

**(n)** The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

**(o)** This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

**(p)** All decisions of an apprenticeship program under this section are subject to Section 3081.

### **Labor Code Section 1776**

#### **Payroll record of wages paid; Inspection; Forms; Effect of noncompliance; Penalties**

**(a)** Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

**(1)** The information contained in the payroll record is true and correct.

**(2)** The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

**(b)** The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

**(1)** A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

**(2)** A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

**(3)** A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

**(c)** The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts

contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

**(d)** A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

**(e)** Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

**(f)** The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

**(g)** The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

**(h)** The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

**(i)** The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with [Section 6250](#)) of [Division 7 of Title 1 of the Government Code](#)) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

### **Labor Code Section 1813**

#### **Penalty when workman required to work excess hours; Stipulation in contract; Cognizance and report of violations**

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

**Labor Code Section 1815**  
**Work performed in excess of specified hour limitations; Compensation**

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors 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.



**APPENDIX E**

**PLANS (CONTRACT DRAWINGS)**

**Under Separate Cover**

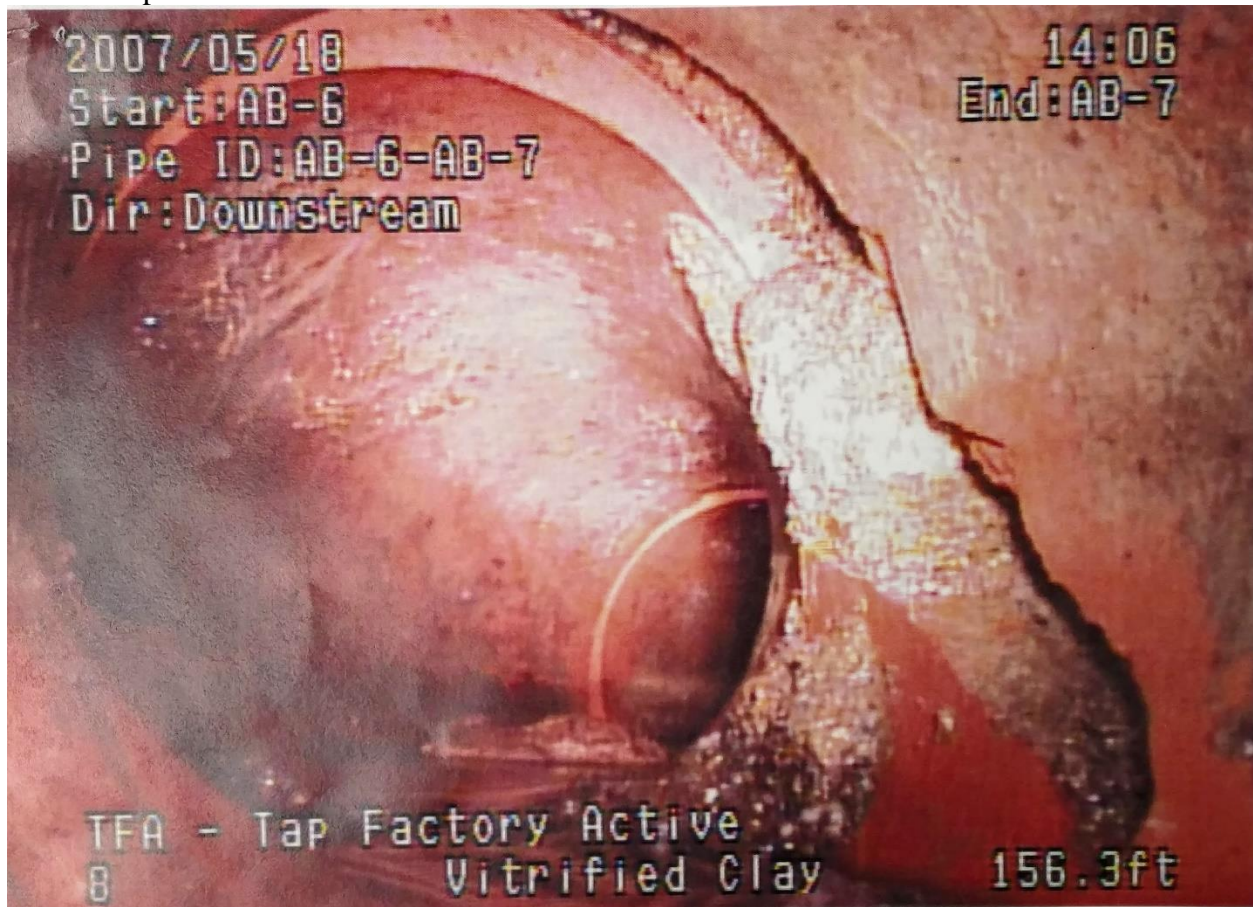
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STRUCTURAL SEWER DEFICIENCIES PROJECT

Project Number: TBA

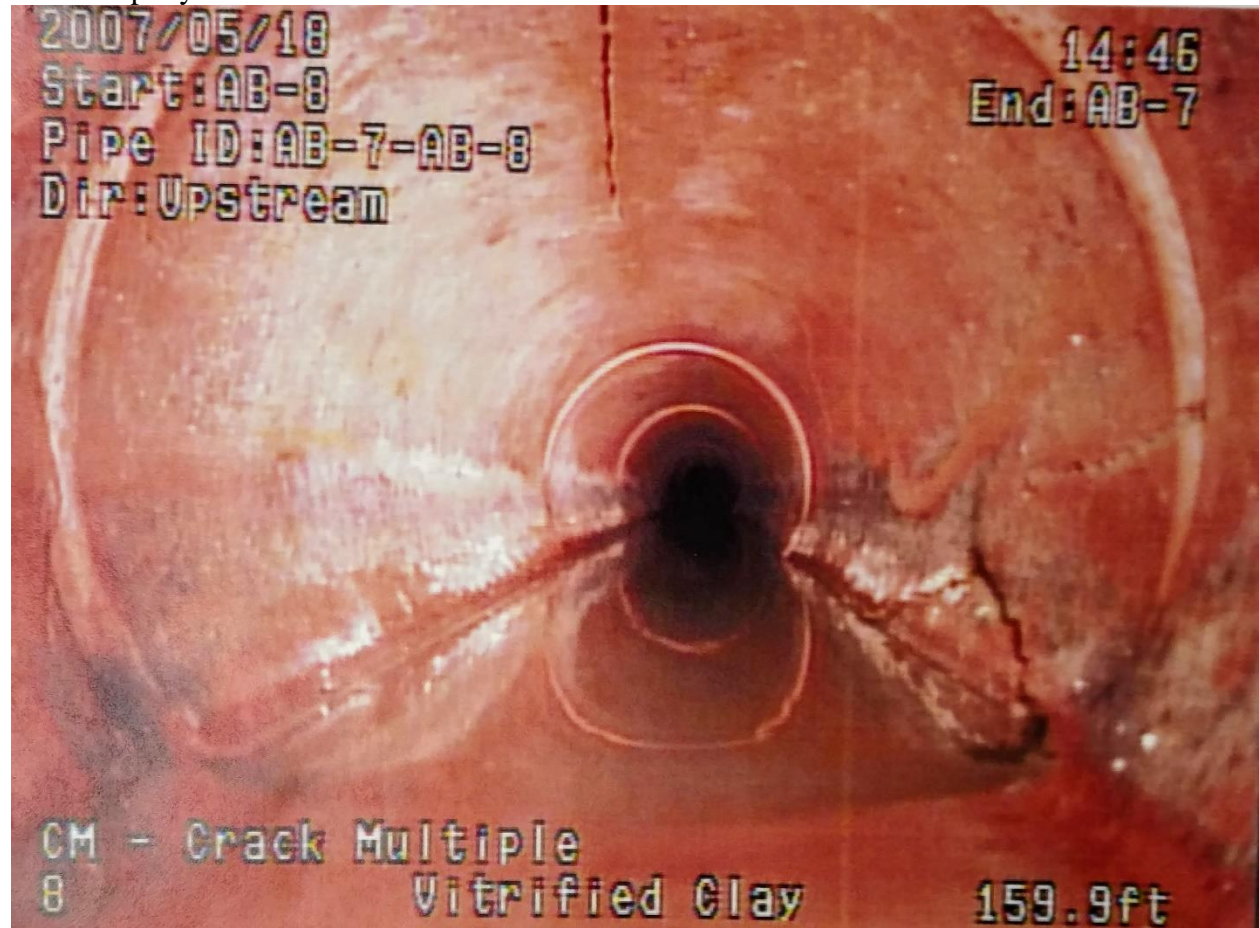
# **APPENDIX F**

## **Video Log Field Reports**

Olanda Replace



Olanda Epoxy 1



Olanda Epoxy 2

