



# CONTRACT DOCUMENTS

**LAYNE PARK REVITALIZATION PROJECT  
120 N HUNTINGTON STREET  
SAN FERNANDO, CA 91340**

**PROJECT NO. 7616, PLAN NO. P-737**



Prepared by: \_\_\_\_\_ Date: 5/17/22  
Manuel Fabian, Civil Engineering Assistant II

Under the Supervision of: \_\_\_\_\_ Date: 5/17/22  
Emilio M. De Murga, P.E., Consulting City Engineer

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## NOTICE INVITING BIDS

SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until **1:30 P.M. on Thursday, June 16, 2022**, and said bids will be publicly opened and declared for performing work on the following project:

### LAYNE PARK REVITALIZATION PROJECT

#### PROJECT NO. 7616, PLAN NO. P-737

The project consists of park improvements to Layne Park, located at 120 North Huntington Street, San Fernando, CA 91340. The work includes installation of a restroom, Turf hydroseed soccer field, play area shade, seating logs, picnic tables, pedestrian lighting; installation of trees; and miscellaneous appurtenant work. The bid also include additive alternate items including, sod turf with 20' safety netting, monument sign, perimeter fencing, decomposed granite, additional pedestrian lighting and landscape planting and irrigation. The bid items, corresponding estimated quantities, and time allowed to complete the work are listed in the Contractor's Proposal. The definitions of bid items are described in the Technical Provisions. Based on the quantities listed in the Proposal, the construction cost is estimated to be in the range of \$900,000

#### **Prevailing Wage Statement:**

**This contract will be funded in whole or in part with federal housing and community development funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. A copy of the Federal Wage Decision applicable to this project is included in the Bid Document. This is project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. The State Wage Decision is on file at the City Clerk's office, and is also available Online at <http://www.dir.ca.gov/dlsr/>.**

#### **Apprenticeship Program:**

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

#### **Section 3 Statement:**

**This is a HUD Section 3 construction contract. First preference will be given to a bidder who provides a reasonable bid and is a qualified Section 3 Business Concern. Second preference will be given to a bidder who provides a reasonable bid and commits to achieving the Section 3 employment, training and subcontracting opportunity goals by submitting a written commitment (Economic Opportunity Plan).**

#### **Conflict of Interest:**

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

**A mandatory Pre-Bid Meeting will be held Wednesday, May 25, at 10:00 a.m. at 120 N. Huntington Street (Layne Park).**

The contract time for the project is one hundred twenty (120) working days.

It is the policy of the City, as directed by City Council, to encourage the use of local area businesses in construction contracts including vendors, suppliers, labor, etc.

The City reserves the right to reject any and all bids and to waive any minor irregularities in the bid documents. Bidders may not withdraw their bid for a period of ninety (90) days after date set for opening thereof.

The Contractor must follow the procedures as set forth in the Instructions to Bidders for acceptance of bids. Bids will be accepted only if submitted on a proposal form furnished by the City. Each bid must be accompanied by cash, certified check, cashier's check, or bidder's bond made payable to the City of San Fernando or issued by a surety admitted to do business in California, for an amount equal to at least ten percent (10%) of the amount bid. Such guaranty to be forfeited to the City should the bidder to whom the contract is awarded fail to enter into the contract.

Bids will be accepted only from contractors licensed in accordance with the provisions of the Business and Professional Code of the State of California. Prior to contract execution, the Contractor and his/her subcontractors shall obtain a City business license. At the time of bidding, the Contractor must possess a valid California **Class A** Contractor's License.

AB44 EFFECTIVE JULY 1, 2014. If a bidder submits a bid that includes a subcontractor who would be performing work in amount in excess of 1/2 of 1% of the bidder's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of 1/2 of 1% of the bidder's total bid or \$10,000, whichever is greater, then in addition to the subcontractor's name and business address, the subcontractor's State contractor's license number must be included as part of the information submitted for that proposed subcontractor. Failure to provide the subcontractor's license number shall render the bid non-responsive.

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

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

At the request and expense of the Contractor, securities equivalent to the five percent (5%) to be withheld from progress payments pursuant to the City's Standard General Conditions shall be deposited with the City Clerk or a state or federally chartered bank as the escrow agent, who shall pay such monies to the contractor upon satisfactory completion of the contract. Securities eligible for investment shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereof.

Copies of the plans and specifications, including the approved proposal form, are available on the City website, [www.sfcity.org](http://www.sfcity.org), for downloading at no charge. **In order to be eligible to submit a bid for the project, you MUST contact Manuel Fabian, Civil Engineering Assistant II, via e-mail at [mfabian@sfcity.org](mailto:mfabian@sfcity.org) to be placed on the plan holders list.** Compact disk (CD) of the plans and specifications may be obtained for a non-refundable fee of **\$5.00** each at the Public Works Department, City Hall, 117 Macneil Street, San Fernando, California, 91340. If mailing is requested, an additional fee of **\$5.00** is required to cover postage and handling. Any questions pertaining to the project shall be submitted by Friday, June 3, 2022 by 4:30 p.m.

Addenda, if any, will NOT be distributed to the planholders, and will ONLY be posted on the City website. **It shall be the Bidder's responsibility to check the City website for any addenda.**

City of San Fernando

Date: 05/17/2022

By:   
Matthew Baumgardner, Director of Public Works

## **INSTRUCTIONS TO BIDDERS**

1. **GENERAL** Proposals under these Contract Documents shall be submitted on the blank forms furnished herewith. When presented, the proposal forms must be completely made out in the manner and form indicated therein, and must be properly signed by the bidder. The bidder's address, telephone number, and California State Contractor's License number must be included. To be eligible to perform work, the bidder must be a state licensed contractor in good standing prior to beginning work. The City Council reserves the right to reject any bid if not all the above information is furnished.

*This is a federally assisted construction project and Federal Labor Standards, including Davis-Bacon Act requirements, will be enforced. If Federal and State prevailing wage rates are applicable, then the higher of the two will prevail.*

*The contractor shall adopt the current federal and/or state general prevailing rates of wages applicable to the work to be done.*

*As a state funded project bid should demonstrate use of the Conservation Corps (CCC) and or California Association of Local Conservation Corps (CALCC) for fieldwork such as: debris clearing, prepping for planting vegetation and installation of bioswales. Job duties include assisting with preparation of the land and planting of vegetation per landscape designs. Cleaning and prepping the existing structures for renovations. General maintenance of the site area during the project period.*

*Each proposal submitted must be presented in a sealed cover, and must be filed prior to the time and at the place designated in the Notice Inviting Bids. All proposals submitted as prescribed will be publicly opened and read at the time and place designated in the Notice Inviting Bids.*

**Bid Quotes and Unit Price Extensions** – The unit prices and the lump sum prices quoted by the bidder must be entered in the spaces provided on the Contractor's Proposal form. In case there is a discrepancy between the unit price and the item total, the unit price shall govern and will be considered as representing the Bidder's intention. The bid total will be corrected to conform to the specified unit price.

**Bid Retention and Award** – The City reserves the right to retain all bids for a period of ninety (90) days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any bid, to reject any and all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the bids are qualified by specific limitations, and to make award to the lowest responsible bidder as the interest of the City may require.

**Communications Regarding Bid** – All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

2. **EXAMINATION OF PLANS, CONTRACT DOCUMENTS, AND WORK SITE** The Contract Documents and plans, if any, are on file and available for inspection in City Hall.

The Bidders are required to carefully examine the site and the proposal, plans, Contract Documents, and contract forms. The Bidders must satisfy themselves as to the requirements of the Contract Documents and the contract; as to the location of the proposed work and by such other means as they may prefer; and as to the actual conditions and requirements of the work,

and shall not, at any time after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examinations.

3. DISQUALIFICATION OF BIDDERS AND PROPOSALS More than one proposal for the same work from any individual, firm, partnership, corporation or association under the same or different names will not be accepted and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidders are interested.

Proposals, which show obviously unbalanced prices, and those, which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. Proposals that do not bear the Bidder's signature will be rejected.

4. AWARD AND EXECUTION OF CONTRACT The award of the contract, if awarded, will be made to the lowest responsive bidder whose proposal complies with all the prescribed requirements. The right is reserved, however, to reject any or all bids and to waive technical errors or discrepancies if it is deemed to best serve the interests of the City. An award will be made only until all necessary investigations are made as to the responsiveness of the low bidder.

Failure to execute a contract and file acceptable bonds as provided herein within the above timeline, not including Sundays, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

The Contractor will be required to obtain a City Business License prior to award of the contract.

5. SIGNATURE OF CONTRACTOR

- a. Corporation Any bids submitted by a corporation must include the name of the corporation, and must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above if a certified copy of a resolution of the corporate board of directors so authorizing them to do so is on file in the City Clerk's Office.
- b. Partnerships Any bids submitted by a partnership must contain the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a certificate of partnership acknowledging the signer to be a general partner is presented to the City Clerk.
- c. Joint Ventures Any bids submitted by a joint venture must so state that and must be signed by each joint venturer.
- d. Individuals Any bids submitted by an individual must be signed by that individual unless an up-to-date power of attorney is on file in the City Clerk's Office, in which case the person indicated in the power of attorney may sign for the individual.

The above rules also apply in the case of a fictitious firm name. In addition, however, where the fictitious name is used, it must be so indicated where the signature appears.

6. BONDS

- a. Bid Bonds Bid must be accompanied by cash, cashier's check, certified check, or surety bond in an amount equal to ten percent (10%) of the total amount in the

Contractor's Proposal. Checks and bonds shall be made payable to the City of San Fernando.

- b. Contract Bonds The Contractor simultaneously with execution of the Agreement shall furnish a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and a separate surety bond in an equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract, as required by the terms of an Act entitled:

"An Act to secure the payment of the claim of persons employed by Contractors upon Public Works, and the claims of persons who furnish materials, supplies, teams, implements; or machinery used or consumed by such Contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended.

Bond Forms required are included in these specifications. Copies will be furnished to prospective bidders upon request.

Whenever any Surety or Sureties on any such bonds, or any bonds required by Law for the protection of the claims of laborers and material men become insufficient or the City Engineer has cause to believe that such Surety or Sureties have become insufficient, a demand in writing may be made of the Contractor for each further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

7. RETURN OF BIDDER'S GUARANTIES Within ten (10) days after the award of the contract, the City will return the proposal guaranties accompanying those proposals which are not to be considered in making award. All other proposals which are to be held until the contract has been finally executed, will be returned to the respective bidders after award of contract.
8. CONFLICT OF INTEREST In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, award, or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
9. SECTION 3 REQUIREMENTS The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual obligation or other impediment that would prevent them from complying with Part 75 of the regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under Section 3, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions,

the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 contract language in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 contract language, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected, but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

10. SECTION 3 DECLARATION OF INTENT TO COMPLY As a minimum requirement for consideration of a contract award, the Bidder/Proposer shall declare his/her intent to comply with Section 3 (24 CFR 75) of the Housing and Urban Development Act of 1968, as amended (Section 3) by submitting the Declaration of Intent to Comply Form. The Bidder/Proposer is obliged, to the greatest extent feasible, to give opportunities for training and employment to low-income and very low-income persons residing in the service area or neighborhood in which the covered Section 3 project/service is located, and/or to award subcontracts to other Section 3 business concerns that provide economic opportunities for Section 3 workers and Targeted Section 3 workers.

Bidder/Proposer agrees that, as a condition of responsiveness to the solicitation and prior to recommendation for contract award by the Local Contracting Agency (LCA), he/she will agree to comply with the Section 3 requirements by including the Section 3 contract language in the contract, to the greatest extent feasible, to meet the Section 3 benchmarks and report all accomplishments with required documentation on a quarterly basis for the duration of the contract.

The following Section 3 requirements apply to all LCA Section 3 covered contracts and contractors/subcontractors funded with CDBG financial assistance:

Section 3 Workers: 25% or more for the total number of labor hours worked by all workers employed on a Section 3 project; and

Targeted Section 3 Workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project of which is included as part of the 25% threshold in the previous bullet.

11. SECTION 3 CERTIFICATIONS FORMS

A. SECTION 3 WORKERS must complete certification forms demonstrating they meet the eligibility requirements.

A Section 3 Worker is any worker who currently fits, or when hired within the past



five years fit, at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD
2. The worker is employed by a Section 3 business concern; or
3. The worker is a Youth Build participant

B. A SECTION 3 TARGETED WORKER for Housing and Community Development Financial Assistance projects is a Section 3 Worker who:

1. Is employed by a Section 3 business concern; or
2. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - (i) Living within the service area or the neighborhood of the project, as defined in 24 CFR §75.5; or
  - (ii) A YouthBuild participant

C. SECTION 3 BUSINESS CONCERN CERTIFICATION

Businesses that meet one of the following criteria within the last 6 months qualify as a Section 3 Business Concern. Local contracting agencies must verify Section 3 Business Concern status at the time the contract is awarded.

1. At least 51% owned and controlled by low-income or very low-income persons
2. Over 75% of labor hours performed for the business over prior 3-month period are performed by Section 3 Workers
3. At least 51% owned and controlled by current residents of public housing or Section 8 assisted housing
4. The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

## 12. COMPLIANCE WITH SECTION 3 BENCHMARKS

Compliance with Section 3 benchmarks shall be achieved, to the greatest extent feasible consistent with existing Federal, state and local laws and regulations to provide economic opportunities for Section 3 workers and Targeted Section 3 workers. HUD regulations outline requirements to serve as a measurement of compliance with the "greatest extent feasible." The benchmarks apply to all Section 3 projects awarded in any fiscal year.

The Contractor/Subcontractor will be considered to have complied with Section 3 benchmarks, in the absence of evidence to the contrary, if they meet all goals and certify compliance with prioritization requirements as follows. Participating contractor/Subcontractor should update their policies and procedures for tracking labor hours via Certified Payrolls (CPRs), timesheets, and other documents to ensure compliance with the Section 3 requirements. The Contractor/Subcontractor will have complied if they meet these benchmarks:

- Community development financial assistance benchmarks:
  - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed on a Section 3 project and
  - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project of which is included as part of the 25% threshold in the previous bullet.

Should the Contractor/Subcontractor fail to meet the Section 3 benchmarks as described above in this section, the Contractor/Subcontractor shall submit the Section 3 Qualitative Efforts Form that describes the qualitative nature of the activities. Examples of qualitative efforts includes, but are not limited to the following:

Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

- Provided training or apprenticeship opportunities.
- Provided technical assistance to help Section 3 workers compete for jobs (e.g. resume assistance, coaching).
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Held one or more job fairs.
- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act 17.

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***The following documents in the PROPOSAL section of these Contract Documents must be completed and submitted with the bid package:***

- P-1-3 Contractor's Proposal
  - P-4 Bidder's Bond
  - P-5 Contractor Information
  - P-6 List of References
  - P-7 List of Subcontractors
  - P-8 Minority, Women, Small Business Enterprise Form
  - P-9 Certificate of Secretary of Adoption of Resolution
  - P-10 List of Subcontractors, Suppliers, & Vendors Contacted to Receive Prices in Preparation of Bid Proposal
-

**CONTRACTOR'S PROPOSAL**

CITY OF SAN FERNANDO  
117 MACNEIL STREET  
SAN FERNANDO, CALIFORNIA 91340

HONORABLE MAYOR AND  
MEMBERS OF THE CITY COUNCIL:

The undersigned declares that this proposal was prepared by carefully examining the location of the proposed work, the Plans, the Specifications, and the Contract Documents entitled:

**LAYNE PARK IMPROVEMENTS  
120 N HUNTINGTON STREET**

**PROJECT NO. 7616, PLAN NO. P-737**

The undersigned hereby proposes to furnish all labor, materials, equipment, tools, transportation, and services to perform all work required and to complete said work within **one hundred twenty (120)** working days after the commencement date stated in the Notice to Proceed. All work shall be performed in accordance with the Plans, Specifications, and Contract Documents, including the Special Provisions and Technical Provisions, for the prices set forth in the bid schedule.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print/Type)

\_\_\_\_\_  
Title

**BID SCHEDULE**  
**Layne Park Revitalization Project**  
**120 N Huntington Street, San Fernando, CA 91340**  
**CDBG PROJECT NO. 602080-19, PROJECT NO. 7610, PLAN NO. P-731**

<b>BASE BID ITEM NO.</b>	<b>BASE BID DESCRIPTION</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>ITEM TOTAL</b>
1*	Tree Removal and Stump Grinding	EA	4	\$	\$
2*	Miscellaneous Removals	LS	1	\$	\$
3*	Dust Control	LS	1	\$	\$
4*	Temporary Construction and Security Fence	LF	840	\$	\$
5*	Temporary Construction and Security Gates	EA	1	\$	\$
6*	Clear and Grub Softscape	SF	33,178	\$	\$
7*	Remove Existing Picnic Pads	SF	604	\$	\$
8*	Fine Grading	SF	33,178	\$	\$
9*	Construction staking and surveying	LS	1		
10*	Erosion Control	LS	1		
11	SWPPP	LS	1		
12	Site Utilities	LS	1		
13	Site Electrical	LS	1		
14	Restroom Building	LS	1		
15	4" Concrete	SF	800		
16	4" Concrete at Basketball Court	SF	2,625		
17	Basketball Court Plexipave Surfacing and Striping	SF	2,625		
18	Steel Edging	LF	128		
19	Stabilized Decomposed Granite	SF	2,452		
20	Play Area with Shade	LS	1		
21	Kiln Dried Log Benches (4 total)	EA	4		
22	8' ADA Picnic Table	EA	1		
23	Basketball System (post, footing, backboard, net)	EA	1		
24	Trash Receptacle	EA	2		
25	Soccer Team Bench	EA	2		
26	Boulders	LS	1		
27	Dry Creek	SF	165		
28	Soccer Goals and In-Ground Sleeves	EA	2		
29	Irrigation System & Controller	LS	1		
30	Planting	LS	1		
31	Ninety (90) Day Maintenance	LS	1		
32	Mobilization/Job Site Requirements	LS	1		
33	Insurance and Bonding	LS	1		
<b>BASE BID TOTAL</b>					<b>\$</b>

BID TOTAL (WORDS): \_\_\_\_\_

<b>ADD ALT ITEM NO.</b>	<b>ADD ALT DESCRIPTION</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>ITEM TOTAL</b>
1*	Tree Removal and Stump Grinding	EA	4	\$	\$
2*	Miscellaneous Removals (Including Park Signage)	LS	1	\$	\$
3*	Dust Control	LS	1	\$	\$
4*	Remove Existing Chain Link Fencing	LF	276	\$	\$
5*	Temporary Construction and Security Fence	LF	840	\$	\$
6*	Temporary Construction and Security Gates	EA	1	\$	\$
7*	Clear and Grub Softscape	SF	23,445	\$	\$
8*	Remove Existing Perimeter Bollards	LS	1	\$	\$
9*	Fine Grading	SF	33,178	\$	\$
10	4" Concrete	SF	830		
11	9" Curb at Soccer Field Fencing	LF	440		
12	Stabilized Decomposed Granite	SF	4,491		
13	Kiln Dried Log Benches (1 total)	EA	1		
14	6' Picnic Table	EA	3		
15	8' ADA Picnic Table	EA	1		
16	BBQ	EA	1		
17	Hot Ash Container	EA	1		
18	Entry Monument	EA	1		
19	Boulders	LS	1		
20	20' High Safety Netting Fencing	LF	406		
21	10' Wire Mesh Fence	LF	58		
22	Split Rail Fence	LF	124		
23	Irrigation System	LS	1		
24	Planting	LS	1		
25	Ninety (90) Day Maintenance	LS	1		
26	Mobilization/Job Site Requirements	LS	1		
27	Insurance and Bonding	LS	1		
<b>ADD ALT BID TOTAL</b>					<b>\$</b>

BID TOTAL (WORDS): \_\_\_\_\_

\*The twenty-five percent (25%) quantity change limitation per Section 3.2 of the Standard Specification does not apply to this item. For these items, there shall be no quantity limitation. Payment for these items will be based on unit prices stated in the Contractor's Proposal.

In case of discrepancy between unit process and item totals, the unit prices shall prevail. In case of a discrepancy between item totals and grand total, the item totals shall prevail. The grand total will be subject to adjustment by the City in the event of a discrepancy. The contract award shall be made on the basis of the grand total as described above from among the responsive and responsible bidders.

The City does not expressly or by implication agree that the actual amount of work will correspond with the foregoing quantities, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer.

The bidder further agrees that in case of not executing the required contract with necessary bonds within ten (10) days, not including Sundays, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of San Fernando.

By submission of the Contractor's Proposal, the bidder also certifies that the bid is a balanced bid.

The bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "None". FAILURE TO ACKNOWLEDGE RECEIPT OF ANY ADDENDA ISSUED WILL RENDER THE CONTRACTOR'S BID NON-RESPONSIVE.

List of Addendum Received: \_\_\_\_\_

**BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS:

that we, \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety,  
are held and firmly bound unto the City of San Fernando in the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$\_\_\_\_\_)

to be paid to the said City of its certain Attorney, its successors and assigns; for the payment of  
which sum well and truly made, we bind ourselves, our heirs, executors and administrators,  
successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the  
above bounden \_\_\_\_\_  
to construct \_\_\_\_\_  
(insert names of streets and limits to be improved) dated \_\_\_\_\_ is accepted  
by the City of San Fernando, and if the above bounden his heirs, executors, administrators,  
successors and assigns, shall duly enter into and execute a contract for such construction, and  
shall execute and deliver the two bonds described within ten (10) days (not including Sunday)  
from the date of the mailing of a notice to the above bounden \_\_\_\_\_  
by and from the said City of San Fernando that said contract is ready for execution, then this  
obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

Principal	Surety
By _____	By _____
Its _____	Its _____
By _____	By _____
Its _____	Its _____

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently  
power of attorney must be attached to the bond to verify the authority of any party signing on  
behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

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

**CONTRACTOR INFORMATION**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Type of Firm: Individual ( ) Partnership ( ) Corporation ( )

Corporation organized under the laws of the State of \_\_\_\_\_

Contractor's License Number \_\_\_\_\_ State \_\_\_\_ Classification \_\_\_\_\_ Expiration Date \_\_\_\_\_

DIR Registration Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Names and titles of all officers of the firm

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



## LIST OF REFERENCES

(To be submitted by contractors who have not worked with the City of San Fernando.)

1. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
  
2. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
  
3. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
  
4. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
  
5. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
  
6. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_

## LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California.

Name under which subcontractor is licensed: \_\_\_\_\_

Address of office, mill or shop: \_\_\_\_\_

Specific description of subcontract: \_\_\_\_\_

License No.: \_\_\_\_\_ Amount of Subcontract: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

---

Name under which subcontractor is licensed: \_\_\_\_\_

Address of office, mill or shop: \_\_\_\_\_

Specific description of subcontract: \_\_\_\_\_

License No.: \_\_\_\_\_ Amount of Subcontract: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

---

Name under which subcontractor is licensed: \_\_\_\_\_

Address of office, mill or shop: \_\_\_\_\_

Specific description of subcontract: \_\_\_\_\_

License No.: \_\_\_\_\_ Amount of Subcontract: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

---

Name under which subcontractor is licensed: \_\_\_\_\_

Address of office, mill or shop: \_\_\_\_\_

Specific description of subcontract: \_\_\_\_\_

License No.: \_\_\_\_\_ Amount of Subcontract: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

---

**MINORITY, WOMEN, SMALL BUSINESS ENTERPRISES**

BUSINESS NAME: \_\_\_\_\_  
ADDRESS (P.O. BOX NOT ACCEPTABLE): \_\_\_\_\_  
CITY, STATE, ZIP CODE: \_\_\_\_\_  
PHONE NUMBER (\_\_\_\_\_) \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

1. MINORITY OWNED

Composition of ownership (more than 50% of ownership of the organization):  
Please check one of the following:

\_\_\_\_\_ Black American      \_\_\_\_\_ Asian/Pacific American  
\_\_\_\_\_ Native American      \_\_\_\_\_ Hispanic American      \_\_\_\_\_ Other ethnicity

2. WOMEN OWNED

More than 50% of this business is owned by women:

\_\_\_\_\_ Yes      \_\_\_\_\_ No

3. SMALL BUSINESS ENTERPRISE

This business enterprise collects \$1,000,000 or less in gross revenue per year.

\_\_\_\_\_ Yes      \_\_\_\_\_ No

Does your firm intend to use subcontractors or independent contractors for this project?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, all others must fill out the bidder's application also.

Has this business been certified by any other agency as a minority/women owned enterprise or small business enterprise?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please list name(s) and telephone number(s) of certifying agencies.

Is this a joint venture proposal?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

**CERTIFICATE OF SECRETARY OF ADOPTION OF RESOLUTION**

I, \_\_\_\_\_(insert name of Secretary), do hereby certify that I am the Secretary of \_\_\_\_\_(insert name of corporation) a California corporation, and do hereby certify that the following resolution is a full, true and correct copy of a resolution passed by the Board of Directors of said corporation at a meeting thereof held on the \_\_\_\_\_day of \_\_\_\_\_, 2020 (insert proper date), in accordance with the bylaws of said corporation, and that said resolution has not to the date of this certificate been in any manner amended, modified, revoked, rescinded or annulled, and the same is now in full force and effect.

“RESOLVED, that any of the following officers of this corporation, \_\_\_\_\_, \_\_\_\_\_President \_\_\_\_\_, Vice President and \_\_\_\_\_, secretary *(insert names of officers and capacity where not shown), (any two acting together) (any one acting alone) (strike out inapplicable portion)*, be and they are hereby authorized to execute and deliver in the name of and for and on behalf of this corporation, any and all bids, authorizations, contracts, bonds and agreements of any nature or sort whatsoever.

BE IT FURTHER RESOLVED, that any and all persons, firms, corporations and other entities, including public entities, shall be entitled to rely on the authority of (any one of such officers) (any two of such officers acting together) (strike out inapplicable portion), above named, to bind this corporation by the execution and delivery of any such bids, authorizations, contracts, bonds and agreements.

BE IT FURTHER RESOLVED, that the authority herein contained shall remain effective until the person, corporation, or public entity relying upon the authority herein contained, receives written notice to the contrary signed by duly authorized officers of this corporation, that all previous authorizations theretofore given with respect to the matters herein contained are revoked. That the revocation of the authority herein contained shall not affect the validity of any instrument herein referred to signed by any person or persons at the time authorized to act.”

IN WITNESS WHEREOF, the undersigned has hereunto set (his/her) hand as Secretary and affixed the seal of this corporation this \_\_\_\_\_day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Secretary

**Affix Seal**

**LIST OF SUBCONTRACTORS, SUPPLIERS, & VENDORS CONTACTED TO  
RECEIVE PRICES IN PREPARATION OF BID PROPOSAL**

1. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
  
2. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
  
3. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
  
4. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
  
5. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
  
6. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_



**SAMPLE CONSTRUCTION CONTRACT/AGREEMENT**

**[CONTRACTOR NAME]**

**LAYNE PARK REVITALIZATION PROJECT, PROJECT NO. 7616, PLAN NO. P-737**

THIS CONSTRUCTION CONTRACT (hereinafter, the "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_ 2022 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY" or "Owner") and \_\_\_\_\_ (hereinafter, "CONTRACTOR" or "Contractor"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably as appropriate.

RECITALS

WHEREAS, CITY requires construction services for LAYNE PARK REVITALIZATION PROJECT, PROJECT NO. 7616, PLAN NO. P-737 (hereinafter, the "Project"); and

WHEREAS, CITY issued notice inviting competitive bids for the Project on \_\_\_\_\_; and

WHEREAS, following the opening of bids on \_\_\_\_\_, CONTRACTOR was determined to be the lowest responsive and responsible bidder for the Project; and

WHEREAS, the City Council of the City of San Fernando approved the award of this Contract to CONTRACTOR at its Regular Meeting of \_\_\_\_\_, 2022 under Agenda Item No. \_\_\_\_\_.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

I.

THE CONTRACT DOCUMENTS

1.1 The complete Contract consists of the following documents ("Contract Documents") which are incorporated in this Contract by their reference:

- a) The competitive bids solicitation packet entitled "Layne Park Revitalization Project, Project No. 7616, Plan No. P-737" issued \_\_\_\_\_ 2022, inclusive of the Invitation to Bid entitled "Notice of Inviting Bids" dated, \_\_\_\_\_ (hereinafter, the "Bid Solicitation Packet");
- b) CONTRACTOR's submitted Bid Proposal, dated \_\_\_\_\_, 2022, which is attached hereto as **Exhibit "A"**;

- c) CONTRACTOR's submitted List of Subcontractors, dated \_\_\_\_\_, 2022, which is hereto as **Exhibit "B"**;
- d) This Contract (Contract No. \_\_\_\_\_);
- e) CONTRACTOR's Bid Bond dated \_\_\_\_\_, 2022, which is attached hereto as **Exhibit "C"**;
- f) CONTRACTOR's Payment Bond No. \_\_\_\_\_, dated \_\_\_\_\_, 2022, a true and correct copy of which is attached hereto as **Exhibit "D"**;
- g) CONTRACTOR's Performance Bond No. \_\_\_\_\_, dated \_\_\_\_\_, 2022, a true and correct copy of which is attached hereto as **Exhibit "E"**;
- h) All Drawings;
- i) Specifications set forth in the Bid Solicitation Packet;
- j) Supplementary and Special Conditions to the Bid Solicitation Packet, if any;
- k) All documents made a part of this Contract under the terms of the Bid Solicitation Packet; and
- l) All addenda;
- m) All Change Orders, if any, approved by CITY in compliance with terms of the Contract, the San Fernando Municipal Code and applicable State law.

## II.

### WORK TO BE PERFORMED

2.1 The CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, LAYNE PARK REVITALIZATION PROJECT, PROJECT NO. 7616, PLAN NO. P-737 as called for, and in the manner designated in, and in strict conformity with the Contract Documents. It is understood and agreed that the tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and the Work performed and completed as required in the Contract Documents under the sole direction and control of the CONTRACTOR, and subject to inspection and approval of the CITY, or its representatives. The CITY hereby designates as its representative for the purpose of this Contract the following named person: The Director of Public Works and Utilities.

The Work is generally described as follows:

The park improvements to Layne Park as shown in the Drawings and more fully described in Notice of Inviting Bids.

The Contract Documents which define the Work covered by this Agreement are those prepared by the Design Engineer MIG and filed in the office of the City Clerk and identified by the signatures of the parties to this Agreement.

The Work was designed by and the Contract Documents were prepared by MIG herein referred to as the Design Engineer.

III.  
CONTRACT PRICE

- 3.1 The CITY agrees to pay, and the CONTRACTOR agrees to accept, in full payment for the work, above agreed to be done, the sum of \_\_\_\_\_ **DOLLARS** (\$\_\_\_\_\_) for the Project (hereinafter, the "Bid Price" or "Contract Price").

IV.  
COMPLETION DATE

- 4.1 The Project shall be commenced on the date specified in the Notice to Proceed. The total project shall be completed ONE HUNDRED TWENTY (120) working days after the date of the Notice to Proceed. The terms "workday" or "working day" mean any day of the week excluding Saturday, Sunday or any federal holiday.

V  
NOTICE AND SERVICE THEREOF

- 5.1 Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the Party giving such notice or by a duly authorized representative of such Party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, namely:

- a) If the notice is given to the CITY, by personal delivery thereof, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the CITY at:

City of San Fernando Public Works Department  
Attn: Director of Public Works  
City of San Fernando City Hall  
117 Macneil Street  
San Fernando, CA 91340

- b) If the notice is given to the CONTRACTOR, by personal delivery thereof to said CONTRACTOR or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the CONTRACTOR at:

[NAME]  
[ADDRESS]  
[PHONE NO.]

- c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.



VI.  
LIQUIDATED DAMAGES

- 6.1 Liquidated damages as provided for in the General Conditions of the Contract shall be in the sum of Ten Thousand Dollars (\$10,000) for each and every day as defined therein for each different scope of work as defined by the Base Bid and each change order except as otherwise specified in the General Conditions.
- 6.2 It is agreed by the parties to this Contract that time is of the essence. In the event all the Work is not completed before or upon the expiration of the time limit as set in the Contract Documents, or within any time extensions that may have been granted, damage will be sustained by the City; and that it may be impracticable to determine the actual amount of damage by reason of such delay. Accordingly, it is agreed that the Contractor shall pay to the City as damages the amount set forth for each and every day's delay in finishing the Work in excess of the number of days specified. Liquidated damages shall be paid at a rate of ten thousand dollars (\$10,000) per day unless otherwise stated in the Contract Documents. The parties expressly agree that the liquidated damage clause found in the Contract Documents is reasonable under the circumstances existing at the time the Contract was made. The City shall have the right to deduct the amount of liquidated damages from any money due or to become due the Contractor.
- 6.3 In addition, the City shall have the right to charge to the Contractor and to deduct from the final or progress payments for the Work the actual cost to the City of legal, engineering, inspection, superintendence, and other expenses, which are directly chargeable to the Contract and which accrue during the period of such delay, except that the cost of final inspection and preparation of the final estimate shall not be included in the charges.
- 6.4 Exclusions: The Contractor shall not be liable for liquidated damages or delays caused by the removal or relocation of utilities when such removal or relocation is the responsibility of the City or the owner of the utility under Government Code section 4215.

VII.  
PREVAILING WAGE

- 7.1 Copies of the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations in accordance with Labor Code Section 1773 are on file at the CITY, and copies are available for inspection at that office to any interested party on request. Bidders shall be responsible for verifying with the Director of the Department of Industrial Relations that all such copies of the prevailing rate provided by the CITY are current and accurate. The requirement to pay the wage rate so specified is further detailed in the General Conditions. Copies of the prevailing rate of per diem wages may also be obtained from the Department of Industrial Relations, P.O. Box 420603, San Francisco, CA 94142-0603, Attn: Chief, Division of Labor Statistics and Research or online at: <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.
- 7.2 Hours of Labor: Eight-hour labor constitutes a legal day's work. The Contractor shall forfeit, as penalty to the Owner, twenty-five dollars (\$25.00) for each worker employed

in the execution of the contract by him or by any subcontractor, for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except as permitted by the provisions of Article 3, Chapter 1, Part 7, Division 2 (commencing with Section 1810) of the Labor Code of the State of California.

- 7.3 Apprentices: In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the California Apprenticeship Council, properly registered, apprentices may be employed in the prosecution of the work.

Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Director of the Department of Industrial Relations, who is the Administrative Officer of the California Apprenticeship Council.

- 7.4 Prohibited Employment Discrimination: Attention is directed to Section 1735 of the California Labor Code, which reads as follows:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

- 7.5 Workers' Compensation Insurance: In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance.

The undersigned Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation claims or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the Work in this contract.

- 7.6 Security for Compensation: The Contractor hereby stipulates that the provisions of Section 1775 of the California Labor Code will be complied with. The Contractor further agrees to secure the payment of compensation to his employees in accordance with the provisions of Section 3700 of the California Labor Code.

- 7.7 Contractor Claims Against the City: Effective January 1, 1991, the California Legislature enacted a requirement that all contract claims of \$375,000.00 or less on local government public works contracts must be submitted to mediation and judicial arbitration. Article 1.5 (Sections 20104 through 20104.6, inclusive) of Chapter 1 of Part 3 of the Public Contract Code concerning Resolution of Construction Claims, is hereby incorporated into this agreement. See Supplementary Conditions for a summary of the timing provisions in Section 20104 through 20104.6.

- 7.8 Contractor's License: The Contractor declares that it possesses a valid California Contractor's License of the required class at the time of signing this Agreement. The Contractor shall affirm its license number, classification and expiration date on this Agreement.

The following statement is included in accordance with Section 7030 of the California Business and Professions Code: "Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California 95826."

VIII.

CONTRACTOR REGISTRATION

- 8.1 By the execution of this Contract, CONTRACTOR hereby certifies that it is registered with the California Department of Industrial Relations as required pursuant to Labor Code section 1725.5 (contractor registration).

IX.

MISCELLANEOUS

- 9.1 Terms used in this Contract, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 The Owner and the CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

SIGNATURES ON NEXT PAGE

**CITY OF SAN FERNANDO:**

By: \_\_\_\_\_  
Nick Kimball, City Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Richard Padilla, Assistant City Attorney

Date: \_\_\_\_\_

**[CONTRACTOR]:**

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety,  
are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the  
Owner, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_)  
for the payment of which sum well and truly to be made, we bind ourselves, our heirs,  
executors, administrators and successors, jointly and severally, firmly by these  
presents.

The conditions of this obligation are such that whereas the Principal entered into a  
contract, attached hereto, with the Owner dated \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the  
undertakings, covenants, terms, conditions and agreements of said contract during the  
original term thereof, and any extensions thereof that may be granted by the Owner  
with or without notice of the Surety, and during the life of any guaranty required under  
the contract, and shall also well and truly perform and fulfill all the undertakings,  
covenants, terms, conditions and agreements of any and all duly authorized  
modifications of said contract that may hereafter be made, then this obligation shall be  
void; otherwise this obligation shall remain in full force and virtue.

Further, the said Surety, for value received, hereby stipulates and agrees that no  
change, extension of time, alteration or modification of the contract documents or of  
the work to be performed thereunder shall in any way affect its obligations on this  
bond; and it hereby waives notice of any and all such changes, extensions of time; and  
alterations or modifications of the contract documents and/or of the work to be  
performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument  
under their several seals the \_\_\_\_\_ day of \_\_\_\_\_, 2020, the name and  
corporate seal of each corporate party being hereto affixed and these presents duly  
signed by each party's undersigned representative, pursuant to authority of its  
governing body.

(Principal)

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(By)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(By)

\_\_\_\_\_

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

(To be filled in by Surety)

Rate of premium on this bond is \$ \_\_\_\_\_ per thousand.

Total amount of premium charge is \$ \_\_\_\_\_.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **PAYMENT (LABOR AND MATERIAL) BOND**

KNOW ALL MEN BY THESE PRESENTS: that we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety,  
are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the  
Owner, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_)  
for the payment of which sum well and truly to be made, we bind ourselves, our heirs,  
executors, administrators and successors, jointly and severally, firmly by these  
presents.

The conditions of this obligation are such that whereas the Principal entered into a  
contract, attached hereto, with the Owner dated \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons  
supplying labor and material in the prosecution of the work provided for in said  
contract, and any and all duly authorized modifications of each contract that may  
hereafter be made, then this obligation shall be void, otherwise this obligation shall  
remain in full force and virtue.

The condition of this obligation is such that, if said Principal or his or its subcontractors,  
or the heirs, executors, administrators, successors or assigns thereof, shall fail to pay  
any of the persons named in Section 3181 of the Civil Code of the State of California for  
any materials, provisions, provender or other supplies used in, upon, for or about the  
performance of the work or labor performed by any such claimant or any amounts  
required to be deducted, withheld, and paid over to the Franchise Tax Board from the  
wages of employees of the contractor and his subcontractors pursuant to Section 18806  
of the Revenue and Taxation Code, with respect to such work and labor, then said  
Surety will pay for the same, in the amount not exceeding the sum set forth  
hereinabove and also, in case suit is brought upon the bond, will pay a reasonable  
attorney's fee to be fixed by the court. This bond shall insure to the benefit of any and  
all persons named in the aforesaid Civil Code Section 3131 so as to give a right of  
action to them or their assigns in any suit brought upon the bond.

Further, the said Surety, for value received, hereby stipulates and agrees that no  
change, extension of time, alteration or modification of the contract documents or of  
the work to be performed thereunder shall in any way affect its obligations on this  
bond; and it hereby waives notice of any and all such changes, extensions of time; and  
alterations or modifications of the contract documents and/or of the work to be  
performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the \_\_\_\_day of \_\_\_\_\_, 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
(Principal)

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(By)

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(By)

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

(To be filled in by Surety)

Rate of premium on this bond is \$\_\_\_\_\_ per thousand.

Total amount of premium charge is \$\_\_\_\_\_.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

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



## WARRANTY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_, licensed and domiciled in the state of California as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF SAN FERNANDO as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ (\$\_\_\_\_\_ ) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, \_\_\_\_\_ as Contractor, has by written agreement dated \_\_\_\_\_, 2020, entered into a contract with Owner for in accordance with Drawings and Specifications contained in a written and executed contract, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

WHEREAS, said contract provides that the Principal shall furnish a bond which shall remain in force for a period of **one** year after the date of the notice of completion and which shall be conditioned to guarantee against all defects in workmanship and materials which shall become apparent during said period.

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notices of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or;
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

The transaction of insurance as evidenced by this bond is agreed by all parties to have taken place in the State of California in conformance with the laws therein, the Surety hereby accepts jurisdiction for adjudication of all claims in the state wherein the claims have occurred.

This bond is for the protection of the owner and gives no protection to any claimant other than those provided for by statute in the state wherein the claim occurs. The owner hereby agrees that no payments shall be made in excess or advance of any work specifically performed under the contract without the express written consent of the Surety.

For claims regarding non-payment for services provided or materials supplied under the contract, a claimant is defined herein as one having a direct contract with the Principal and/or subcontractor of the Principal. No suit or action shall be commenced hereunder by any claimant unless claimant shall:

1. Notify the Surety of the direct contract with the Principal or Subcontractor of the Principal within 30 days of entering into such contract and;

2. Notify the Surety of any demands for payment under such direct contracts concurrently with the Principal and/or Subcontractor of the Principal and;
3. Notify the Surety by certified mail within 15 days of any payment not made when due, or within 30 days of demand.

As the purpose of this bond is to warrant work previously performed by the Principal in the contract specified herein, the Owner shall notify Surety immediately by certified mail upon demand for work to be performed under this bond.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the \_\_\_\_\_ day of \_\_\_\_\_, 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
(Principal)

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(By)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(By)

\_\_\_\_\_

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

(To be filled in by Surety)

Rate of premium on this bond is \$ \_\_\_\_\_ per thousand.

Total amount of premium charge is \$ \_\_\_\_\_.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **SPECIAL PROVISIONS**

The documents that control construction, work performed, and materials furnished hereunder are the Contract Documents. The Contract Documents include the Notice Inviting Bids, Contractor's Proposal, Contract/Agreement, Bonds, Specifications, and the documents in the Appendix, if any, all of which are hereby incorporated and made a part of these Contract Documents. The Specifications include the Standard Specifications, these Special Provisions which supplement or modify the Standard Specifications, Plans, Standard Plans, and the Technical Specifications.

The Standard Specifications is the latest edition of the Standard Specifications for Public Works Construction, including supplements, written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California.

In case of conflict between documents, the precedence of documents shall follow Subsection 2-5.2 of the Standard Specifications, except that the Technical Provisions precede the Special Provisions. However, for any other precedence of documents, the Technical Provisions shall be considered part of the Special Provisions. The most stringent of any document shall have the highest precedence.

For the convenience of the Contractor, the section and subsection numbering system used in these Special Provisions corresponds to that used in the Standard Specifications.

### **SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURES, AND SYMBOLS**

#### **Subsection 1-2 Terms and Definitions**

Add the following to the provisions of Subsection 1-2, "Terms and Definitions":

The Standard Specifications, Standard Plans, and Manual of Traffic Controls, latest edition of each, of the State of California, Department of Transportation, and the Los Angeles County Department of Public Works Standard Plans, are incorporated herein by reference and are hereby accepted as Reference Specifications. These Reference Specifications are intended to govern certain construction materials, methods, and details except as modified herein or are inconsistent with the provisions herein. In case of conflict between the Reference Specifications and the Technical Provisions, the Technical Provisions shall govern. In case of a conflict between drawings and Technical Provisions, Technical Provisions shall prevail.

### **SECTION 2 - SCOPE AND CONTROL OF THE WORK**

#### **Subsection 2-1 Award and Execution of the Contract**

Add the following to the provisions of Subsection 2-1, "Award and Execution of the Contract":

By mutual consent in writing of the parties signatory to the contract, alterations or deviations, increase or decreases, additions or omissions, in the plans and specifications may be made and the same shall in no way affect or make void the contract.

Subsection 2-4 Contract Bonds

Add the following to the provisions of Subsection 2-4, "Contract Bonds":

The performance bond shall remain in effect at least until the date of substantial completion/notice of completion, except as otherwise provided. The contractor warrants and guarantees to the City that all work will not be defective. The contractor shall furnish a warranty performance and payment bond equal to at least one hundred percent of the final contract price or \$1,000, whichever is greater, before the contract performance and payment bonds can be released or the retention payment paid. The warranty performance and payment bond shall be in effect until at least one year after the date of the notice of completion, except that utility work shall require it to be in effect for three years.

Subsection 2-5 Plans and Specifications

Add the following to the provisions of Subsection 2-5, "Plans and Specifications":

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the Engineer, except by written direction of the Engineer. Should it appear that the work to be done, or any matter relative thereto is not sufficiently detailed or explained in these Specifications, Special Provisions, Technical Provisions, or Plans, the contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the original specifications. In the event of doubt or questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

Subsection 2-9 Surveying

Add the following to the provisions of subsection 2-9.1, "Permanent Survey Markers":

The Contractor shall be responsible for the protection and preservation of existing, permanent survey monuments and benchmarks during construction. Damaged or lost monuments and bench marks shall be restored to existing condition by a Registered Civil Engineer or a Land Surveyor licensed by the State of California at no increase in cost to the City.

The Contractor, at its own expense, shall employ a qualified surveyor to perform all survey work required for the completion of the project as specified in the Plans and these Specifications, comply with the requirements as Section 8771 of the Land Surveyors Act as amended and submit the documents from the County Surveyor as proof of compliance to the City.

Unless otherwise specified, all costs for protection and re-establishment of survey monuments shall be considered as included in the various related bid items and no additional compensation will be made therefor.

Add the following to the provisions of Subsection 2-9.2, "Surveying Service":

The Contractor shall be responsible for providing all survey service including, but not limited to, survey control, construction, monument preservation, and cut sheets, as deemed necessary and to the satisfaction of the Engineer to complete the scope of work. Failure to provide any or all survey service shall be cause for the Engineer to issue a stoppage of work until such time as the

survey service is provided. Any delay as a result of the work stoppage shall be at the Contractor's sole expense including any liquidated damages arising therefrom.

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

Unless otherwise specified, all costs for surveying service shall be considered as included in the various related bid items and no additional compensation will be made therefor.

Subsection 2-10 Authority of Board and Engineer

Add the following to the provisions of Subsection 2-10, "Authority of Board and Engineer":

The Engineer shall retain all written protests filed, and, upon completion of the work, shall submit all such protests to the City Council, together with a copy of the Engineer's prior written decisions for consideration by the City Council at the time of final acceptance of the work. The Contractor or its representative may appear and be heard by the City Council concerning any such protests. In connection with acceptance of the work and final payment under the Contract, the City Council shall make its determination with respect to each protest filed with the Engineer. The decision of the City Council shall be final.

Subsection 2-11 Inspection

Add the following to the provisions of Subsection 2-11, "Inspection":

Inspection work requested by the contractor outside of the prescribed working hours shall be paid by the contractor at the City's overtime rate.

SECTION 3 - CHANGES IN WORK

Subsection 3-3 Extra Work

Add the following to the provisions of Subsection 3-3.1, "General":

The contractor shall proceed with extra work only upon written order from the Engineer. For such extra work the contractor shall receive payment as agreed upon in writing, or he shall be paid on force account. The contractor shall not exceed any of the quantities in the proposal unless prior authorization from the engineer is obtained in writing.

Add the following to the provisions of Subsection 3-3.2.3, "Markup":

Work by Contractor. The following percentages shall be added to the contractor's costs and shall constitute the markup for all supervision and management (direct or indirect); home office and field overhead and all profits, which shall be deemed to include all items of expense not specifically designated as materials or tool and equipment rental as in sections 3-3.2.2, "Materials", and 3-3.2.2.3, "Tool and Equipment Rental".

Labor	20%
Materials	15%
Equipment Rental	15%

Other Items and Expenditures 15%

To the sum of the costs and markups provided for in this subsection, a maximum of one percent (1%) shall be added as compensation for bonding upon proof of actual payment to the suret(ies).

Add the following to the provisions of Subsection 3-3.2.3.2, "Work by a Subcontractor":

When all or any part of the extra work is performed by a subcontractor, the markup established in subsection 3-3.2.3 shall be applied to the subcontractor's actual cost of such work, to which a markup of 10 percent on the first \$2,000 of the subcontracted portion of the extra work and a markup of 5 percent on work in excess of \$2,000 of the subcontracted portion of the extra work may be added by the contractor.

Subsection 3-4 Changed Conditions

The Contractor's failure to provide written notice of changed conditions within 48 hours upon their discovery to the Engineer and before they are disturbed shall constitute a waiver of compensation and claims in connection therewith.

The contractor shall proceed with extra work only upon written order from the Engineer. For such extra work the contractor shall receive payment as agreed upon in writing, or he shall be paid on force account. The contractor shall not exceed any of the quantities in the proposal unless prior authorization from the engineer is obtained in writing.

Subsection 3-5 Disputed Work

Add the following to the provisions of Subsection 3-5, "Disputed Work":

- A. In accordance with Public Contract Code Section 20104, and for the purposes of Paragraphs B only, the term "Defined Claim" shall mean a separate demand by the Contractor to the Owner of a value of \$375,000 or less, for any of the following: (a) a time extension, (b) payment of money or damages arising from work done by the Contractor pursuant to the Contract Documents and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount of payment which is disputed by the Owner.
- B. RESOLUTION OF DEFINED CLAIMS Pursuant to Sections 20104 et seq., of the Public Contracts Code, the provisions of this Paragraph B shall apply to all "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in the amount of \$375,000 or less).

Filing and Response to Defined Claim

The Defined Claim shall be in writing, include the documents necessary to substantiate the Defined Claim, and be filed with the Owner on or before the date of the final payment for the work.

If the Defined Claim is less than \$50,000, the new Owner shall respond in writing to the Defined Claim within 45 days of its receipt; or the Owner may request in writing within

30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 15 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information.

If the Defined Claim is over \$50,000, the Owner shall respond in writing to the Defined Claim within 60 days of its receipt, or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 30 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information or requested documentation.

#### Meet and Confer Regarding Defined Claim

If the Contractor disputes the Owner's written response, or if the Owner fails to respond within the prescribed time, to the Defined Claim, the Contractor may notify the Owner in writing within 15 days, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of the demand, the Owner shall schedule a meet and confer conference within 30 days. If the claim or any portion thereof remains in dispute following the meet and confer conference, the Contractor may file a claim pursuant to Government Code Section 900, et seq. For purposes of this Paragraph B, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits the Defined Claim until the time such Defined Claim is denied, including any period of time utilized by the meet and confer conference.

#### Procedures for Civil Actions Filed to Resolve Defined Claims

The following procedures shall apply to any civil action filed pursuant to this Paragraph B:

Non-Binding Mediation Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, and shall be commenced within 30 days of the submittal and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

Judicial Arbitration If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, et seq., of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedures of Code of Civil Procedure Section 2016, et seq., shall apply, consistent with the rules pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, et seq., (a) arbitrators shall, upon stipulation of the parties, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorneys fees on appeal of the other party.

Interest on Award of Judgment In any suit filed pursuant to Paragraph (G)3.2, the

Owner shall pay interest at the legal rate on any arbitration award or judgment, which interest shall begin to accrue on the date the suit is filed in a court of law.

- C. RESOLUTION OF CLAIMS OTHER THAN DEFINED CLAIMS The provisions of this Paragraph C shall apply to all claims that are not "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in excess of \$375,000.00).

Written Claim

If the Contractor is not satisfied with any action by the City Council to resolve the protest of any claim other than a Defined Claim, it shall file with the City Council, within fifteen (15) days after such determination, a written claim which shall comply with the requirements for a claim under Division 3.6 of Title 1 (commencing with Section 810) of the California Government Code. The City Council shall take action with respect to any such claim as provided in Division 3.6 of Title 1 of the Government Code. Denial of such claim by the City Council shall be a prerequisite to the institution of any legal proceeding challenging the action of the City Council. If the Contractor fails to file a claim within the time specified herein, it shall be deemed satisfied with the action of the City Council with respect to its protests, and such failure to file a claim shall be deemed to be a waiver of all claims and demands arising out of or relating to this Contract.

Limitation Period

Demand for Arbitration of any claim other than a Defined Claim shall be served upon the Owner within the time limits set forth in Division 3.6 of the California Government Code for commencement of legal proceedings against a local public agency.

Arbitration

Except as provided to the contrary herein, arbitration of any claim other than a Defined Claim may be initiated by the Contractor and shall be conducted in accordance with the provisions of California Code of Civil Procedure Sections 1280, et seq. The parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner: (1) The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Owner shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator; (2) In the event that none of the names submitted by Contractor are acceptable to Owner or if for any reasons the Arbitrator selected in Step (1) is unable to serve, the Owner shall submit to Contractor a list of the five names of persons acceptable to Owner for appointment as Arbitrator to Contractor who shall in turn have 10 days in which to determine if one such person is acceptable; (3) If after Steps (1) and (2) the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the Los Angeles County Superior Court pursuant to Code of Civil Procedure Section 1281.6.

SECTION 4 - CONTROL OF MATERIALS

Subsection 4-1.3 Inspection Requirements

Add the following to the provisions of Subsection 4-1.3, "Inspection Requirements":

At the option of the Engineer, the source of supply of each of the materials shall be approved



by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the contractor or producer of material to be used in the work, for testing or examination as desired by the Engineer. All tests of industry materials furnished by the contractor shall be made in accordance with commonly recognized industry standards or special methods and tests as prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

## SECTION 5 - UTILITIES

### Subsection 5-1 Location

Add the following to the provisions of Subsection 5-1, "Location":

Utilities for the purpose of these Special Provisions shall be considered as including but not limited to; pipelines; conduits; transmission lines; appurtenance of both public utilities and private industries, business, or individual; storm drains; sanitary sewers; and street lighting conduits.

The City has endeavored to locate and indicate on the drawings all underground utilities, facilities, and obstructions within the limit of the work under this contract or so nearly adjacent thereto as to interfere with the execution of the work. However, the accuracy and completeness of the utilities location indicated on the plans is not guaranteed. Sewer service lines, gas service connections, and street lights and traffic signal conduits may not be shown on the plans.

The contractor is responsible to determine the exact location of utilities and its service connections during construction. The contractor shall notify the City of the exact location of any utility or service connection which is not shown or incorrectly shown on the plans.

The contractor shall be expected to maintain liaison with the affected utility company representatives, and shall notify them prior to beginning of the job and each time the particular utility is or could possibly be affected at least 24 hours in advance:

- |    |                                    |              |
|----|------------------------------------|--------------|
| 1. | Frontier Communications            | 800-483-1000 |
| 2. | Southern California Edison Company | 800-611-1911 |
| 3. | Southern California Gas Company    | 800-427-2200 |
| 4. | San Fernando Water Department      | 818-898-1293 |
| 5. | L.A. City Municipal Services       | 800-342-5397 |
| 6. | L.A. Metropolitan Water Dist.      | 626-844-5610 |
| 7. | Spectrum Cable                     | 818-700-6500 |
| 8. | Plains All America Pipeline        | 800-708-5071 |

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

### Subsection 6-1 Construction Schedule and Commencement of Work

Add the following to the provisions of Subsection 6-1, "Construction Schedule and Commencement of Work":

The Contractor shall begin work within ten (10) days of the commencement date stated in the Notice to Proceed and shall diligently prosecute the same to completion before the time required to complete the work stated in the Contractor's Proposal expires.

Construction work is limited to normal working hours unless prior written approval is obtained from the Engineer. Normal working hours for construction are between 7 a.m. and 3:30 p.m.

### Subsection 6-6 Delays and Extensions of Time

Add the following to the provisions of Subsection 6-6, "Delays and Extensions of Time":

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of war, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather or delays of subcontractors due to such causes, provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the cause of delay, who shall ascertain the facts and the extent of the delay, and his findings of the facts thereon shall be final and conclusive.

### Subsection 6-7 Time of Completion

Add the following to the provisions of Subsection 6-7, "Time of Completion":

Where a single shift is worked, eight (8) consecutive hours between 7 a. m. and 5 p.m. shall constitute a day's work at straight time for all workers. Forty (40) hours between Monday, 7 a.m., and Friday, 5 p.m. shall constitute a week's work at straight time. Holidays as herein referred to shall be deemed to be:

- ▶ New Year's Day
- ▶ Martin Luther King Day
- ▶ Washington's Birthday
- ▶ Cesar Chavez's Birthday
- ▶ Memorial Day
- ▶ Independence Day
- ▶ Labor Day
- ▶ Veterans Day
- ▶ Thanksgiving Day
- ▶ Day after Thanksgiving
- ▶ Christmas Day

### Subsection 6-8 Completion, Acceptance, and Warranty

Add the following to the provisions of Subsection 6-8, "Completion, Acceptance, and Warranty":

Final inspection and recommendation of completion by the Engineer does not constitute acceptance of the project. The contractor remains responsible for the project until acceptance of the work by the City Council.

### Subsection 6-9 Liquidated Damages

Add the following to the provisions of Subsection 6-9, "Liquidated Damages":

It is agreed by the parties to the contract that liquidated damages for work under this contract is the sum of Five Hundred Dollars (\$500.00) per day for each and every day's delay beyond the time prescribed to complete the work. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, Contractor agrees that the City of San Fernando may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties; and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimates shall not be included in such charges.

## SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

### Subsection 7-2 Labor

Add the following to the provisions of Subsection 7-2, "Labor":

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

Section 1777.5, as amended, requires the contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
2. When the number of apprentices in training in the area exceeds a ratio of one to five, or
3. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
4. When the contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any

apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The contractor and any subcontractor under him shall apply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

#### Subsection 7-2.4 Hours of Labor

Add the following to the provisions of Subsection 7-2.4, "Hours of Labor":

Eight hours constitutes a legal days' work. The contractor shall forfeit, as a penalty to the City of San Fernando, \$25.00 for each workman employed in the execution of the contract by the contractor is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815, thereof, inclusive, except that work performed by employees of contractors in excess of eight hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay as provided in said Section 1815.

The contractor shall comply with Labor Code Section 1775 in accordance with said Section 1775, the contractor shall forfeit as a penalty to the City of San Fernando, \$50.00 for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the contractor.

In accordance with the provisions of Section 1770 to 1777 inclusive, of the Labor Code of the State of California, the City Council of San Fernando has adopted the general prevailing rates of per diem wages applicable to the work to be done as have been determined by the Director of the Department of Industrial Relations for the State of California.

#### Subsection 7-3 Liability Insurance

Add the following to the provisions of Subsection 7-3, "Liability Insurance":

The public liability insurance shall include protection from claims caused by automobiles, trucks, or other vehicles of the contractor or any subcontractor while in use both within and outside the contract premises. The property damage insurance shall cover damage or destruction of any and all property other than that which is owned, leased, or in the care, custody or control of the Contractor or any subcontractor, with the liability limit applying to any one (1) accident, disaster or claim. All coverage provided by Contractor shall be considered primary and shall be completely exhausted before City coverage, if any and to be considered secondary, is exercised.

By appropriate endorsement, such policies of insurance required shall name the City of San Fernando as additionally insured with the Contractor with respect to the construction project described in these specifications and shall provide that such insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to the City of San Fernando. Said endorsement shall be a separate document. Certificates of the insurance carried evidencing such insurance coverage shall be delivered to the City of San Fernando concurrently with the execution of the contract by the Contractor.

#### Subsection 7-5 Permits

Add the following to the provisions of Subsection 7-5, "Permits":

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

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

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

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

#### Subsection 7-8.1 General

Add the following to the provisions of Subsection 7-8.1, "General":

All excess dirt and construction debris shall be hauled away from job site each day.

#### Subsection 7-9 Protection and Restoration of Existing Improvements

Add the following to the provisions of Subsection 7-9, "Protection and Restoration of Existing Improvements":

Existing improvements damaged or removed without written authorization shall be replaced by the contractor at no cost to the City. The contractor shall leave the work area in the same or better condition as compared to before beginning contract work.

The contractor shall be responsible for the protection and preservation of existing, permanent survey monuments and benchmarks during construction. Damaged or lost monuments and bench marks shall be restored to existing condition by a Registered Civil Engineer or a Land Surveyor licensed by the State of California at no additional cost to the City. Corner records

shall be filed with the Los Angeles County Surveyor's Office and copies of the recorded corner records shall be provided to the City prior to the release of retention payment.

Subsection 7-10 Public Convenience and Safety

Add the following to the provisions of Subsection 7-10, "Public Convenience and Safety":

In the event that the Contractor fails to adequately provide for the public safety during the course of construction under this contract, and the City is required to provide for said public safety, the Contractor shall pay the City the cost of each service call, which will include all direct labor and material costs including fringe benefits, overhead, and applicable rental rates for the various pieces of equipment. Any and all costs incurred by the City as a result of the failure of the Contractor to provide for the public safety will be deducted from the amount due to the Contractor for the work done under this contract.

Subsection 7-10.1.1 Storage of Equipment and Materials in Public Streets

Add the following to the provisions of Subsection 7-10.1.1, "Storage of Equipment and Materials in Public Streets":

Overnight stockpiling of construction debris or excavated materials is not allowed. Contractor must obtain written approval from the Engineer prior to storage of construction materials and equipment on the street where improvements are planned. Adequate flashing barricades shall be provided.

Subsection 7-10.2.2 Street Closures, Detours, Barricades

Add the following to the provisions of Subsection 7-10.2.2, "Street Closures, Detours, Barricades":

In the event that any street must be closed, request must be received by the Engineer for approval and the following parties shall be notified at least 48 hours in advance.

- |    |                         |                |
|----|-------------------------|----------------|
| a. | Public Works Department | (818) 898-1293 |
| b. | Police Department       | (818) 898-1267 |
| c. | Fire Department         | (818) 989-8561 |
| d. | Mauran Ambulance        | (818) 365-3182 |

The Contractor may choose to comply with the requirements of W.A.T.C.H. (Work Area Traffic Control Handbook) in providing devices and signage for pedestrian and vehicular traffic. The Contractor shall provide flagmen as necessary.

Overnight parking of construction equipment in the project site shall be subject to the Engineer's approval and comply with the City parking restriction/regulations. Contractor shall provide adequate flashing barricades.

Unless otherwise specified, full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in providing traffic control shall be included in other items of work and no additional compensation will be allowed therefor.

## SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

## SECTION 9 - MEASUREMENT AND PAYMENT

### Subsection 9-3 Payment

Add the following to the provisions of Subsection 9-3, "Payment":

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final project acceptance, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of San Fernando, City Council, and the Engineer from any and all claims of liability on account of work performed under the contract or any alteration thereof.

### Subsection 9-3.2 Partial and Final Payment

Add the following to the provisions of Subsection 9-3.2, "Partial and Final Payment":

The City shall, once in each month, cause an estimate in writing to be made by the Engineer of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used, at the time of such estimate; and the value thereof. The City of San Fernando shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall monthly pay the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment, the total value of the work done since the last estimate amounts to less than Three Hundred Dollars (\$300.00).

The Contractor shall submit updated work schedules and current record drawings (as-built) with requests for progress payments.

## **TECHNICAL SPECIFICATIONS**

### **1.1 GENERAL REQUIREMENTS**

All Conditions of the Contract apply to work of this Section.

In case of a conflicting statement between this section and other sections in the specifications or SSPWC, the terms in this Technical Specification shall prevail.

### **1.2 SCOPE OF WORK**

1.2.1 This work includes furnishing labor, materials, tools, equipment, transportation, and services required for complete and satisfactory construction of:

**LAYNE PARK REVITALIZATION PROJECT  
120 N HUNTINGTON STREET  
SAN FERNANDO CA, 19340**

**PROJECT NO. 7616, PLAN NO. P-737**

in accordance with the improvement Plans and Specifications prepared therefore by the City of San Fernando.

#### **A. GENERAL NATURE OF WORK**

The work covers park improvements to Layne Park, San Fernando, California. Work includes clearing, grading, paving, site utilities, electrical service and security lighting, Fencing, game court, site furnishings, steel edging, walks, slabs and curbs, decomposed granite paving, restroom buildings, shade shelter, landscape planting, automatic irrigation system, 30 day plant establishment period and 60 day project maintenance. The work to be performed shall include, but not be limited to, the items described. All work shall include the furnishing of labor, services, tools, equipment, materials, appurtenances and incidentals necessary to install and complete the work contemplated per the plans and specifications.

#### **B. PRE-CONSTRUCTION MEETING AND MISCELLANEOUS REQUIREMENTS**

Prior to commencing work, there will be a pre-construction meeting to be attended by the Civil Engineering Assistant II, Public works operations Manager, Director of Public Works, Director of Recreation and Community Services and Contractor, and at which time the Contractor shall be informed of specific construction and administrative procedures. The Contractor shall submit a detailed construction schedule, traffic control plan, and materials specifications proposed for use on the project during this meeting.

The Contractor shall secure approval of the traffic control plan prior to beginning any work.



## C. SWPPP BEST MANAGEMENT PRACTICES (BMPs)

### General

The City of San Fernando is a co-permittee with 85 other cities in Los Angeles County under the National Pollutant Discharge Elimination System (NPDES) General Permit Number CA0061654 (CI 6948) issued by the Los Angeles Regional Water Quality Control Board. This section of the specifications contains recommended practices, called Storm Water Pollution Prevention (SWPPP) BMP. All contractors for the City of San Fernando must follow these practices.

### Best Management Practices

Measures to retain all sediments, construction-related wastes, spills, and residues on the construction site and keep them from entering any storm drains that lead, untreated, to the ocean must be employed. These measures are required to comply with federally mandated NPDES policy.

As a minimum requirement under the permit, a list of BMPs must be utilized which include sediment control, site management and material and waste management. BMPs, however, will differ from one project to the next. It is our best opinion that the BMPs in **bold** highlight in the following table will apply to this project. These BMPs are included in the following pages.

### Detailed Best Management Practices

1. Dewatering Operations.....	4-3
2. Paving Operations.....	4-5
3. Material Delivery and Storage .....	4-9
4. Hazardous Waste Management .....	4-17
5. Contaminated Soil Management .....	4-19
6. Concrete Waste Management.....	4-21
7. Seeding and Planting.....	5-10
8. Mulching .....	5-16
9. Geotextiles and Mats.....	5-19
10. Dust Controls .....	5-25
11. Construction Road Stabilization .....	5-35
12. Stabilized Construction Entrance.....	5-37
13. Sand Bag Barrier.....	5-71
14. Storm Drain Inlet Protection.....	5-79
15. Sediment Trap.....	5-87
16. Sediment Basin.....	5-90

- (1) All of the Best Management Practices are taken from the California Storm Water Best Management Practice Handbooks.

### **1.3 SPECIFICATIONS AND APPENDICES**

- 1.3.1 Improvement plans, which form a part of the Contract Documents, are included separately from these specifications.
- 1.3.2 Specifications which form a part of the Contract Documents consist of sections listed in the Table of Contents of these specifications.
- 1.3.3 Qualification of Standard Specifications: Wherever references are made in the Specifications to Standard Specifications or methods, reference shall be made to the Standard Specifications for Public Works Construction, 2018 Edition, as amended.

### **1.4 COORDINATION**

The Contractors shall coordinate the work of the various trades and crafts to avoid possible interferences, duplication of work, or unfinished gaps and conflicts between operations. The various trades and crafts shall agree that, due to field conditions, minor departures from the improvement plans are bound to occur, and that such departures are self compensating so far as cost of additions or deductions are concerned. No claims for extras or time extensions will be allowed in connection with such minor changes due solely to field conditions.

### **1.5 CONSTRUCTION FORCE**

It shall be construed that each subcontract is an integral part of the General Contract and the Contractor shall provide and maintain, in full operation, at all times during the performance of the contract, a sufficient crew of laborers, mechanics, and foremen to execute the work with dispatch. All construction related efforts and operations shall be continuous and sustained.

### **1.6 BASE BID ITEM DESCRIPTIONS**

#### **BID ITEM NO. 1 – TREE REMOVAL AND STUMP GRINDING.**

Tree removal and stump grinding shall conform to the plans and specifications.

Payment for BID ITEM NO. 1 – TREE REMOVAL AND STUMP GRINDING. shall be at the contract bid item price per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

#### **BID ITEM NO. 2 – MISCELLANEOUS REMOVALS.**

Miscellaneous removals shall conform to the plans and specifications.

Payment for BID ITEM NO. 2 – MISCELLANEOUS REMOVALS. shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof,

complete in place, and accepted.

**BID ITEM NO. 3 – DUST CONTROL.**

Dust control shall conform to the plans and specifications.

Payment for BID ITEM NO. 3 – DUST CONTROL.

shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 4 – TEMPORARY CONSTRUCTION AND SECURITY FENCE.**

Temporary Construction and Security Fence shall conform to the plans and specifications.

Payment for BID ITEM NO. 4 – TEMPORARY CONSTRUCTION AND SECURITY FENCE.

shall be at the contract bid item price per linear foot (LF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 5 – TEMPORARY CONSTRUCTION AND SECURITY GATES.**

Temporary Construction and Security Gates shall conform to the plans and specifications.

Payment for BID ITEM NO. 5 – TEMPORARY CONSTRUCTION AND SECURITY GATES.

shall be at the contract bid item price per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 6 – CLEAR AND GRUB SOFTSCAPE.**

Clear and grub softscape shall conform to the plans and specifications.

Payment for BID ITEM NO. 6 – CLEAR AND GRUB SOFTSCAPE.

shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 7 – REMOVE EXISTING PICNIC PADS.**

Remove existing picnic pads shall conform to the plans and specifications.

Payment for BID ITEM NO. 7 – REMOVE EXISTING PICNIC PADS.

shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 8 – FINE GRADING.**

Fine grading shall conform to the plans and specifications.

Payment for BID ITEM NO. 8 – FINE GRADING.

shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 9 – CONSTRUCTION STAKING AND SURVEYING.**

Construction staking and surveying shall conform to the plans and specifications.

Payment for BID ITEM NO. 9 – CONSTRUCTION STAKING AND SURVEYING.

shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 10 – EROSION CONTROL.**

Erosion control shall conform to the plans and specifications.

Payment for BID ITEM NO. 10 – EROSION CONTROL.

shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 11 – SWPPP.**

SWPPP shall conform to the plans and specifications.

Payment for BID ITEM NO. 11 – SWPPP.

shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 12 – SITE UTILITIES.**

Site utilities shall conform to the plans and specifications.

Payment for BID ITEM NO. 12 – SITE UTILITIES.

shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 13 – SITE ELECTRICAL.**

Site electrical shall conform to the plans and specifications.

Payment for BID ITEM NO. 13 – SITE ELECTRICAL.

shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 14 – RESTROOM BUILDING.**

Restroom building shall conform to the plans and specifications.

Payment for BID ITEM NO. 14 – RESTROOM BUILDING.

shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 15 – 4" CONCRETE.**

4" concrete shall conform to the plans and specifications.

Payment for BID ITEM NO. 15 – 4" CONCRETE.

shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 16 – 4" CONCRETE AT BASKETBALL COURT.**

4" concrete at basketball court shall conform to the plans and specifications.

Payment for BID ITEM NO. 16 – 4" CONCRETE AT BASKETBALL COURT.

shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 17 – BASKETBALL COURT PLEXIPAVE SURFACING AND STRIPING.**

Basketball Court Plexipave Surfacing and Striping shall conform to the plans and specifications.

Payment for BID ITEM NO. 17 – BASKETBALL COURT PLEXIPAVE SURFACING AND STRIPING.

shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 18 – STEEL EDGING.**

Steel edging shall conform to the plans and specifications.

Payment for BID ITEM NO. 18 – STEEL EDGING.

shall be at the contract bid item price per linear foot (LF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 19 – STABILIZED DECOMPOSED GRANITE.**

Stabilized decomposed granite shall conform to the plans and specifications.

Payment for BID ITEM NO. 19 – STABILIZED DECOMPOSED GRANITE.

shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 20 – PLAY AREA WITH SHADE.**

Play area with shade shall conform to the plans and specifications.

Payment for BID ITEM NO. 20 – PLAY AREA WITH SHADE.

shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 21 – KILN DRIED LOG BENCHES.**

Kiln dried log benches shall conform to the plans and specifications.

Payment for BID ITEM NO. 21 – KILN DRIED LOG BENCHES.

shall be at the contract bid item price per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 22 – 8' ADA PICNIC TABLE.**

8' ADA picnic table shall conform to the plans and specifications.

Payment for BID ITEM NO. 22 – 8' ADA PICNIC TABLE.

shall be at the contract bid item price per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 23 – BASKETBALL SYSTEM (POST, FOOTING, BACKBOARD, NET).**

Basketball system (post, footing, backboard, net) shall conform to the plans and specifications.

Payment for BID ITEM NO. 23 – BASKETBALL SYSTEM (POST, FOOTING, BACKBOARD, NET) shall be at the contract bid item price per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 24 – TRASH RECEPTACLE.**

Trash receptacle shall conform to the plans and specifications.

Payment for BID ITEM NO. 24 – TRASH RECEPTACLE shall be at the contract bid item price per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 25 – SOCCER TEAM BENCH.**

Soccer team bench shall conform to the plans and specifications.

Payment for BID ITEM NO. 25 – SOCCER TEAM BENCH shall be at the contract bid item price per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 26 – BOULDERS.**

Boulders shall conform to the plans and specifications.

Payment for BID ITEM NO. 26 – BOULDERS shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 27 – DRY CREEK.**

Dry creek shall conform to the plans and specifications.

Payment for BID ITEM NO. 27 – DRY CREEK shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 28 – SOCCER GOALS AND IN-GROUND SLEEVES.**

Soccer goals and in-ground sleeves shall conform to the plans and specifications.

Payment for BID ITEM NO. 28 – SOCCER GOALS AND IN-GROUND SLEEVES.

shall be at the contract bid item price per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 29 – IRRIGATION SYSTEM AND CONTROLLER.**

Irrigation system and controller shall conform to the plans and specifications.

Payment for BID ITEM NO. 29 – IRRIGATION SYSTEM AND CONTROLLER.

shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 30 – PLANTING.**

Planting shall conform to the plans and specifications. Planting shall include all items shown on the planting plans and specs including but not limited to, turf seed, trees, soil prep. etc. per plans and specs.

Payment for BID ITEM NO. 30 – PLANTING.

shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 31 – NINETY (90) DAY MAINTENANCE.**

Ninety (90) Day Maintenance shall conform to the plans and specifications.

Payment for BID ITEM NO. 31 – NINETY (90) DAY MAINTENANCE.

shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 32 – MOBILIZATION / JOB SITE REQUIREMENTS.**

Mobilization / job site requirements shall conform to the plans and specifications.

Payment for BID ITEM NO. 32 – MOBILIZATION / JOB SITE REQUIREMENTS.

shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.



**BID ITEM NO. 33 – INSURANCE AND BONDING.**

Insurance and Bonding shall conform to the plans and specifications.

Payment for BID ITEM NO. 33 – INSURANCE AND BONDING. shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**1.7 ADD ALT BID ITEM DESCRIPTIONS**

**BID ITEM NO. 1 – TREE REMOVAL AND STUMP GRINDING.**

Tree removal and stump grinding shall conform to the plans and specifications.

Payment for BID ITEM NO. 1 – TREE REMOVAL AND STUMP GRINDING. shall be at the contract bid item price per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 2 – MISCELLANEOUS REMOVALS (INCLUDING PARK SIGNAGE).**

Miscellaneous removals (including park signage) shall conform to the plans and specifications.

Payment for BID ITEM NO. 2 – MISCELLANEOUS REMOVALS. shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 3 – DUST CONTROL.**

Dust control shall conform to the plans and specifications.

Payment for BID ITEM NO. 3 – DUST CONTROL. shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 4 – REMOVE EXISTING CHAIN LINK FENCING.**

Remove existing chain link fencing shall conform to the plans and specifications.

Payment for BID ITEM NO. 4 – REMOVE EXISTING CHAIN LINK FENCING. shall be at the contract bid item price per linear foot (LF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof,

complete in place, and accepted.

**BID ITEM NO. 5 – TEMPORARY CONSTRUCTION AND SECURITY FENCE.**

Temporary Construction and Security Fence shall conform to the plans and specifications.

Payment for BID ITEM NO. 5 – TEMPORARY CONSTRUCTION AND SECURITY FENCE. shall be at the contract bid item price per linear foot (LF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 6 – TEMPORARY CONSTRUCTION AND SECURITY GATES.**

Temporary Construction and Security Gates shall conform to the plans and specifications.

Payment for BID ITEM NO. 6 – TEMPORARY CONSTRUCTION AND SECURITY GATES. shall be at the contract bid item price per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 7 – CLEAR AND GRUB SOFTSCAPE.**

Clear and grub softscape shall conform to the plans and specifications.

Payment for BID ITEM NO. 7 – CLEAR AND GRUB SOFTSCAPE. shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 8 – REMOVE EXISTING PERIMETER BOLLARDS.**

Remove existing perimeter bollards shall conform to the plans and specifications.

Payment for BID ITEM NO. 8 – REMOVE EXISTING PERIMETER BOLLARDS. shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 9 – FINE GRADING.**

Fine grading shall conform to the plans and specifications.

Payment for BID ITEM NO. 9 – FINE GRADING. shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 10 – 4" CONCRETE.**

4" concrete shall conform to the plans and specifications.

Payment for BID ITEM NO. 10 – 4" CONCRETE.

shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 11 – 9" CURB AT SOCCER FIELD.**

9" curb at soccer field shall conform to the plans and specifications.

Payment for BID ITEM NO. 11 – 9" CURB AT SOCCER FIELD.

shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 12 – STABILIZED DECOMPOSED GRANITE.**

Stabilized decomposed granite shall conform to the plans and specifications.

Payment for BID ITEM NO. 12 – STABILIZED DECOMPOSED GRANITE.

shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 13 – KILN DRIED LOG BENCH.**

Kiln dried log bench shall conform to the plans and specifications.

Payment for BID ITEM NO. 13 – KILN DRIED LOG BENCH.

shall be at the contract bid item price per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 14 – 6' PICNIC TABLE.**

6' picnic table shall conform to the plans and specifications.

Payment for BID ITEM NO. 14 – 6' PICNIC TABLE.

shall be at the contract bid item price per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 15 – 8’ ADA PICNIC TABLE.**

8’ ADA picnic table shall conform to the plans and specifications.

Payment for BID ITEM NO. 15 – 8’ ADA PICNIC TABLE.

shall be at the contract bid item price per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 16 – BBQ.**

BBQ shall conform to the plans and specifications.

Payment for BID ITEM NO. 16 – BBQ.

shall be at the contract bid item price per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 17 – HOT ASH CONTAINER.**

Hot ash container shall conform to the plans and specifications.

Payment for BID ITEM NO. 17 – HOT ASH CONTAINER.

shall be at the contract bid item price per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 18 – ENTRY MONUMENT.**

Entry monument shall conform to the plans and specifications.

Payment for BID ITEM NO. 18 – ENTRY MONUMENT.

shall be at the contract bid item price per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 19 – BOULDERS.**

Boulders shall conform to the plans and specifications.

Payment for BID ITEM NO. 19 – BOULDERS.

shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 20 – 20’ HIGH SAFETY NETTING FENCING.**

20’ High Safety Netting Fencing shall conform to the plans and specifications.

Payment for BID ITEM NO. 20 – 20’ HIGH SAFETY NETTING FENCING.

shall be at the contract bid item price per linear foot (LF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 21 – 10’ HIGH WIRE MESH FENCE.**

10’ high wire mesh fence shall conform to the plans and specifications.

Payment for BID ITEM NO. 21 – 10’ HIGH WIRE MESH FENCE.

shall be at the contract bid item price per linear foot (LF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 22 – SPLIT RAIL FENCE.**

Split rail fence shall conform to the plans and specifications.

Payment for BID ITEM NO. 22 – SPLIT RAIL FENCE.

shall be at the contract bid item price per linear foot (LF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 23 – IRRIGATION SYSTEM.**

Irrigation system shall conform to the plans and specifications.

Payment for BID ITEM NO. 23 – IRRIGATION SYSTEM.

shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 24 – PLANTING.**

Planting shall conform to the plans and specifications. Planting shall include all items shown on the additive alternate planting plans and specs including but not limited to, turf sod, trees, soil prep. etc. per plans and specs.

Payment for BID ITEM NO. 24 – PLANTING.

shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 25 – NINETY (90) DAY MAINTENANCE.**

Ninety (90) Day Maintenance shall conform to the plans and specifications.

Payment for BID ITEM NO. 25 – NINETY (90) DAY MAINTENANCE.

shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 26 – MOBILIZATION / JOB SITE REQUIREMENTS.**

Mobilization / job site requirements shall conform to the plans and specifications.

Payment for BID ITEM NO. 26 – MOBILIZATION / JOB SITE REQUIREMENTS.

shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 27 – INSURANCE AND BONDING.**

Insurance and Bonding shall conform to the plans and specifications.

Payment for BID ITEM NO. 27 – INSURANCE AND BONDING.

shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.