

NOTICE INVITING PROPOSALS

Notice is hereby given that sealed proposals will be received by the City of San Fernando, California, for furnishing the following:

CONSTRUCTION MANAGEMENT SERVICES FOR PHASE 3 ANNUAL STREET RESURFACING PROJECT

in strict accordance with the Specifications on file in the office of the SAN FERNANDO PUBLIC WORKS DEPARTMENT, 117 Macneil Street, San Fernando, California, 91340. Copies of specifications and proposal documents may be obtained from the City's website at [SFCITY.ORG/rfps-rfqs-nibs-nois/](https://www.sfcity.org/rfps-rfqs-nibs-nois/).

Three original and one electronic copy of the proposal must be submitted to the PUBLIC WORKS DEPARTMENT in a sealed envelope at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than **5:30 p.m. on Thursday, February 29, 2024**. In lieu of providing an original copy, proposals will also be accepted via email and must be received prior to the deadline indicated above. Any bidder may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: _____
Julia Fritz, City Clerk

REQUEST FOR PROPOSALS



The Public Works Department is requesting proposals for:

Construction Management Services for Phase 3 Annual Street Resurfacing Project

RELEASE DATE: February 8, 2024

RESPONSE DUE: February 29, 2024

GENERAL INFORMATION

The City of San Fernando is interested in contracting with an experienced professional services firm to provide construction management services for the duration of the project which is expected to be ninety (90) working days. The required services and performance conditions are described in the Scope of Work.

BACKGROUND

The City of San Fernando was incorporated in 1911 and is currently organized according to the City Council/City Manager form of government with six departments, including a Police Department, Public Works Department, and Recreation and Community Services Department. The City employs approximately 150 full-time employees and an additional 50 part-time and seasonal employees with a total Adopted Budget for fiscal year 2023-2024 of \$51.7 million, which includes a General Fund budget of \$26.2 million. The City seeks to provide outstanding public services to its citizens and local businesses with long-term fiscal stability in mind.

The City believes that the open competition for services and products provides the City with the best results for its public dollars. The City is interested in receiving responsive and competitive proposals from experienced and qualified firms to provide construction management services. What follows is a description of the technical environment, contractor staffing, qualifications, and performance expectations.

INSTRUCTIONS TO SUBMITTING FIRMS

A. Examination of Proposal Documents

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this RFP, and that it is capable of delivering quality services to the City in a creative, cost-effective & service-oriented manner.

B. Questions/Clarifications

Please direct any questions regarding this RFP to Manuel Fabian, via e-mail at mfabian@sfcity.org. Questions must be received by 5:30 p.m. on **Thursday, February 22, 2024**. All questions received prior to the deadline will be collected and responses will be emailed by **Tuesday, February 27, 2024**.

C. Submission of Proposals

All proposals shall be submitted via email to Manuel Fabian at mfabian@sfcity.org and the subject line of the email shall read, "City of San Fernando RFP – Construction Management Services for Phase 3 Annual Street Resurfacing Project." Proposals must be received no later than Thursday, **February 29, 2024 at 5:30 p.m.** All proposals received after that time will not be accepted.

D. Withdrawal of Proposals

A firm may withdraw its proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

E. Rights of City of San Fernando

This RFP does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Selection is based on best value
- 3) Reject any and all proposals without prejudice;
- 4) Issue subsequent Requests for Proposal;
- 5) Postpone opening for its own convenience;
- 6) Remedy technical errors in the Request of Proposal process;
- 7) Approve or disapprove the use of particular sub-contractors;
- 8) Negotiate with any, all, or none of the prospective firms;
- 9) Solicit best and final offers from all or some of the prospective firms;
- 10) Accept other than the lowest offer; and/or
- 11) Waive informalities and irregularities in the proposal process.

F. Contract Type

It is anticipated that a standard form professional services agreement contract will be signed subsequent to City Council review and approval of the recommended firm.

G. Collusion

By submitting a proposal, each prospective firm represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the prospective firm has not directly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal;

and, that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

SCOPE OF SERVICE

The Phase 3 Annual Street Resurfacing Project primarily consists of improving streets with a “3-step” process. This process consists of applying Microsurfacing, followed by ARAM, and covered by a slurry seal on top. The 3-step process covers approximately 388,183 SF. The project also includes localized concrete replacement, pavement dig-outs, striping and pavement markings. The City is also considering performing the 3-step process on approximately 227,639 SF of additional streets. A copy of the Specifications is attached to this RFP (Attachment “A”).

Required Services:

The consultant will serve as the City’s full time construction representative. The consultant will be responsible for providing complete construction management, inspection, quality assurance, technical and administrative services for the management and administration of the construction contract, as well as oversight of all activities taken by outside entities in connection with the project, including, but not limited, to the suggested following items:

1. Provide day-to-day ongoing management, administration and inspection services to assure compliance with items of work required by the contract documents.
2. Review and approve contractor submittals required by the construction contract plans and specifications including traffic control plans.
3. Provide technical expertise, instruct and advise City staff and consultants regarding construction guidelines, standards, policies and procedures. The consultant must have adequate financial management systems as required by the applicable federal regulations.
4. Create and maintain daily and weekly construction diaries, documents and log of activities of the work progress required to be kept on file in accordance with generally accepted practices for the administration of federally-assisted construction contracts and the LAPM, and/or submitted to Caltrans Local Assistance. Weekly Statement of Working Days shall be submitted to the City on a weekly basis.
5. Perform quality assurance testing in accordance with the specifications. Ensure that the materials incorporated into the construction of the project conform to the applicable provisions of the contract documents.
6. Monitor progress of schedule and budget compliance throughout the contract process. Prepare, review and sign off on construction progress pay estimates.

7. Answer questions from the public concerning the project work.
8. Schedule, lead, and participate in meetings with the Contractor and utility companies, including pre-construction meeting and weekly project meetings.
9. Assist the City with negotiations and decisions related to changes to the construction contract, e.g. contract change orders, and methods to reduce the potential cost and impacts of the construction. Prepare, review and sign off on change orders. No work requiring a change order can commence without approval from the City.
10. Conduct, review and follow up on inspection work to assure completion of the contract including punch list. The Consultant shall be responsible for the various activities and documentation required to close out the construction contract in accordance with the Contract Documents and the Local Assistance Procedures Manual.
11. Consultant is responsible for reviewing contractor payrolls, interviewing employees and verifying prevailing wage rates. Consultant shall review and update labor documents after each payroll period. Prepare a Labor Compliance Monitoring Report at the conclusion of the project. Consultant should assure that the contractor comply with funding requirements including Federal Trainee Program.
12. Prepare and submit construction records, as-builts, and files to the City at the conclusion of the Project.

PROPOSED TERM OF CONTRACT

The proposed term of the contract is **ninety (90) days or until project is complete.**

SCHEDULE FOR SELECTION

RFP Available:	February 8, 2024
Deadline for submittal of Questions:	February 22, 2024
Response to Questions:	February 27, 2024
Deadline for submittal of Proposal:	February 29, 2024
Interviews (if necessary)	March
Agreement Presented to Council for Review & Approval:	March 18, 2024

METHOD OF SELECTION AND NOTICES

The Director of Public Works will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- Completeness and Comprehensiveness.
- Responsiveness to City's issues.
- Potential to benefit the City.
- Experience of the firm providing similar services to other municipalities.
- Cost effectiveness.
- Quality of proposed staff.

INFORMATION TO BE SUBMITTED

1. Prospective Firms must submit one digital copy of their proposal via email.
2. Include a *Proposal Summary* Section

This section shall discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include all the contact people on the Proposal and how to communicate with them.

3. Include a *Profile of the Proposing Firm(s)* Section

This section shall include a brief description of the Firm, including size, location of office(s), number of years providing service, organizational structure of the responsible division, etc.

Additionally, this section shall include a listing of any lawsuit and the result of that action resulting from (a) any public project undertaken by the Firm where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Firm or its insurers within the last five years.

4. Include a *Qualifications of the Firm* Section

This section shall include a brief description of the Firm's qualifications and previous experience on similar or related projects. Provide a description of pertinent project experience with other public municipalities (maximum of four) that includes a summary of the work performed, the total project cost, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for

references. Give a brief statement of the Firm's adherence to the schedule and budget for each project.

5. Include a *Work Plan* Section

In this section, present a well-conceived service plan. This section of the proposal shall establish the Firm's understanding of the City's objectives and work requirements and the Firm's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the scope of service, outlining the approach that would be undertaken in providing the requested services. Include a timetable for providing the service. Describe related service experience by the Firm in similar work. Please describe the role, extent of services (number of people used, engagement duration, and contract value).

6. Include a *Project Staffing* Section

In this section, discuss how the Firm would propose to staff this project. Firm's key project team members shall be identified by name, specific responsibilities on the project and their qualifications. An organizational chart for the project team and resumes for key Firm personnel shall be included. Key Firm personnel will be an important factor considered by the Finance Director. **There can be no change of key personnel once the proposal is submitted, without prior approval of City.**

7. Include a *Proposal Costs Sheet and Rates* Section

In this section, include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City.

In addition, include the costs for any other services that are considered optional additions.

NON-REIMBURSEMENTS

The City will not reimburse travel, lodging, meals, vehicle, mileage or any miscellaneous expenses.

**CITY OF SAN FERNANDO
CALIFORNIA**

**CONTRACT DOCUMENTS,
SPECIFICATIONS AND STANDARD DRAWINGS
FOR
FISCAL YEAR 2023-2024
PHASE 3, ANNUAL STREET RESURFACING PROJECT
JOB NO. 7621, PLAN NO. P-743**



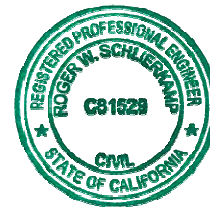
Prepared by:



30336 ESPERANZA
RANCHO SANTA MARGARITA, CA 92688
(949) 888-6513

Prepared by: _____ Ali Zalgout, MSc, EIT
Date: 07/03/2023

Prepared Under the Supervision of: _____ Roger Schlierkamp, MSc, PE
Date: 07/03/2023



Approved by: _____ Kenneth Jones, MPA Management Analyst, City of San Fernando Public Works
Date: 07/03/2023

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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 **11:00 AM on Thursday, December 7, 2023**. Questions regarding the project are due by end of business on **Wednesday, November 29, 2023** and must be submitted by email only to Manuel Fabian at mfabian@sfcity.org. Bids will be publicly opened and declared for performing work on the following project:

**FISCAL YEAR 2023-2024
PHASE 3, ANNUAL STREET RESURFACING PROJECT
JOB NO. 7621, PLAN NO. P-743**

The City of San Fernando is inviting you to submit a bid for the fiscal year 2023-2024 phase 3 annual street resurfacing project. This project primarily consists of improving streets with a "3-step" process. This process consists of applying Microsurfacing, followed by ARAM, and covered by a slurry seal on top. The 3-step process covers approximately **388,183 SF**. The project also includes localized concrete replacement and pavement dig-outs. The City is also considering performing the 3-step process on approximately 227,639 SF of additional streets.

The work to be performed includes, but is not limited to furnishing all materials, equipment, tools, notifications, labor, and incidentals as required by the plans, specifications, and contract documents for the improvements at various locations throughout the City of San Fernando. The work includes but not limited to: Saw-cutting; excavation, removal, and disposal of the AC pavement; replacement and compaction of subsurface material; replacement of concrete curb and gutter; setup and maintenance of traffic control system; placement of AC pavement material; micro milling; microsurfacing; placement of ARAM and slurry seal materials; replacement of traffic striping and pavement markings; and clean-up of the project area.

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.

The contract time for the project is NINETY (90) 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. Prior to beginning work, the prime

contractor or valve-raising subcontractor must possess a valid California **Class A** or **C-34** licenses for projects that require adjustment of valves. Contractor shall be licensed with a valid **C-12** and **C-32**, or a **valid A** license as issued by the State of California.

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.

SB854 EFFECTIVE MARCH 1, 2015. Contractors and Subcontractors wishing to work on a public works project must be registered with the State of California, Department of Industrial Relations. All public works projects with bids submitted after March 1, 2015, or awarded on or after April 1, 2015, shall use only registered contractors and subcontractors. No bid will be accepted nor any contract entered into without proof of the Bidder's and its subcontractors' current registration with the Department of Industrial Relations. If awarded a contract, the Bidder and its subcontractors of every tier shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

The State General Prevailing Wage Rate Determination as established by the California Department of Industrial Relations is available at <http://www.dir.ca.gov/DLSR/PWD/index.htm> and in the Public Works Department at City Hall.

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, 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 to be placed on the plan holders list.**

Addenda, if any, will NOT be distributed to the plan holders, 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: 11/09/23

By: Kenneth Jones, MPA
Management Analyst

Thursday
11/09/23

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 all the above information is not furnished.

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, or award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

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

- Contractor's Proposal
- Bid Schedule
- Bidder's Bond
- Contractor Information
- List of References
- List of Subcontractors
- Certificate of Secretary of Adoption of Resolution
- List of Subcontractors, Suppliers, & Vendors Contacted to Receive Prices in Preparation of Bid Proposal
- Non-Collusion Affidavit

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:

FISCAL YEAR 2023-2024
PHASE 3, ANNUAL STREET RESURFACING PROJECT
JOB NO. 7621, PLAN NO. P-743

The undersigned hereby proposes to furnish all labor, materials, notifications, equipment, tools, transportation, and services to perform all work required and to complete said work within **ninety (90)** 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
FISCAL YEAR 2023-2024
PHASE 3, ANNUAL STREET RESURFACING PROJECT
JOB NO. 7621, PLAN NO. P-743

STREETS IMPROVEMENTS BASE BID					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	PROVIDE TRAFFIC CONTROL	LS	1	\$	\$
2.	REMOVE AND CONSTRUCT PCC CURB AND GUTTER PER SSPWC STANDARD PLAN 120-3	LF	410	\$	\$
3.	REMOVE AND CONSTRUCT PCC CURB TO MATCH EXISTING	LF	100	\$	\$
4.	REMOVE AND CONSTRUCT PCC CROSS GUTTER TO MATCH EXISTING	SF	60	\$	\$
5.	MICROSURFACING TYPE III	TN	730	\$	\$
6.	ARAM 3/8" SCREENINGS	SF	367,723	\$	\$
7.	EMULSION-AGGREGATE SLURRY TYPE II WITH 2.5 % LATEX	TN	530	\$	\$
8.	6" DIG-OUTS REMOVAL	SF	13,000	\$	\$
9.	6" DIG-OUTS TYPE IIIC3 PG 64-10 (R15) AC CONSTRUCTION	TN	490	\$	\$
10.	FURNISH AND INSTALL SIGNING, CURB MARKINGS, STRIPING AND PAINT ALL HOUSE NUMBERS WITHIN PROJECT LIMITS	LS	1	\$	\$
11.	ADJUST WATER VALVE BOX FRAME AND COVER TO GRADE	EA	127	\$	\$
12.	ADJUST MANHOLE FRAME AND COVER TO GRADE	EA	57	\$	\$
13.	ADJUST GAS VALVE BOX FRAME AND COVER TO GRADE	EA	6	\$	\$
14.	3-STEP PROCESS TEST STRIP (PER ALL PROJECT REQUIREMENTS)	LS	1	\$	\$
15.	RESIDENT NOTIFICATIONS	LS	1	\$	\$
SUBTOTAL ITEMS 1-15					\$

STREETS IMPROVEMENTS**OPTIONAL SCOPE: FOR FOURTH STREET, CHATSWORTH DRIVE, AND HUBBARD AVENUE
FRONTAGE ROAD**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	PROVIDE TRAFFIC CONTROL	LS	1	\$	\$
2.	REMOVE AND CONSTRUCT PCC PANEL AT VARIOUS LOCATIONS	SF	240		
3.	REMOVE AND CONSTRUCT PCC CURB TO MATCH EXISTING	LF	22	\$	\$
4.	REMOVE AND CONSTRUCT PCC CURB AND GUTTER PER SSPWC STANDARD PLAN 120-3	LF	32	\$	\$
5.	MICROSURFACING TYPE III	TN	450	\$	\$
6.	ARAM 3/8" SCREENINGS	SF	227,639	\$	\$
7.	EMULSION-AGGREGATE SLURRY TYPE II WITH 2.5 % LATEX	TN	330	\$	\$
8.	6" DIG-OUTS REMOVAL	SF	3,100	\$	\$
9.	6" DIG-OUTS TYPE IIIC3 PG 64-10 (R15) AC CONSTRUCTION	TN	120	\$	\$
10.	FURNISH AND INSTALL SIGNING, CURB MARKINGS, STRIPING AND PAINT ALL HOUSE NUMBERS WITHIN PROJECT LIMITS	LS	1	\$	\$
11.	ADJUST WATER VALVE BOX FRAME AND COVER TO GRADE	EA	80	\$	\$
12.	ADJUST MANHOLE FRAME AND COVER TO GRADE	EA	30	\$	\$
13.	ADJUST GAS VALVE BOX FRAME AND COVER TO GRADE	EA	3	\$	\$
14.	RESIDENT NOTIFICATIONS	LS	1	\$	\$
SUBTOTAL OPTIONAL SCOPE ITEMS 1-14					\$

The bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "None".

List of Addendum Received: _____

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.

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
_____, 2023.

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: _____

**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 _____, 2023 (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 _____, 2023.

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 \$ _____

NON-COLLUSION AFFIDAVIT

FISCAL YEAR 2023-2024
PHASE 3, ANNUAL STREET RESURFACING PROJECT
JOB NO. 7621, PLAN NO. P-743

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____, being first duly sworn, deposes and
says that he is _____
(Sole owner, partner, president, secretary, etc.)

of _____
the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that such bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid price or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Date

Bidder

Authorized Signature

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

Name (Print/Type)

Title

On _____, 2023 before me, _____

Personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(Notary Seal)

Signature of Notary Public



CONSTRUCTION CONTRACT/AGREEMENT

FISCAL YEAR 2023-2024 PHASE 3, ANNUAL STREET RESURFACING PROJECT JOB NO. 7621, PLAN NO. P-743

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and _____ "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **FISCAL YEAR 2023-2024 PHASE 3, ANNUAL STREET RESURFACING PROJECT JOB NO. 7621, PLAN NO. P-743**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **FISCAL YEAR 2023-2024 PHASE 3, ANNUAL STREET RESURFACING PROJECT JOB NO. 7621, PLAN NO. P-743**, (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated _____, 2023.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of _____ (\$_____).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within ninety (90) working

CONSTRUCTION CONTRACT/AGREEMENT

Fiscal Year 2023-2024, Phase 3, Annual Street Resurfacing Project JOB NO. 7621, PLAN NO. P-743

Page 2 of 3

days.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: One Thousand Dollars (\$1000.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.

7. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

8. CONTRACTOR, by executing this Agreement hereby certifies:
"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

CONSTRUCTION CONTRACT/AGREEMENT

Fiscal Year 2023-2024, Phase 3, Annual Street Resurfacing Project JOB NO. 7621, PLAN NO. P-743

Page 3 of 3

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

CONTRACTOR

BY _____

Title

BY _____

Title

CITY OF SAN FERNANDO
A Municipal Corporation

NICK KIMBALL

CITY MANAGER

ATTEST:

JULIA FRITZ
CITY CLERK

APPROVED AS TO FORM:

RICK R. OLIVAREZ
CITY ATTORNEY
OLIVAREZ MADRUGA, P.C.

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 _____, 2023, 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)

(Title)

(Surety)

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 _____, 2023, 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)

(Title)

(Surety)

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 Oblige, 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 _____, 2023, entered into a contract with Owner for FISCAL YEAR 2023-2024 PHASE 3, ANNUAL STREET RESURFACING PROJECT JOB NO. 7621, PLAN NO. P-743 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 _____, 2023, 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)

(Title)

(Surety)

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:

GENERAL PROVISIONS

PART I

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.

STANDARD SPECIFICATIONS

The Standard Specifications is the latest edition of the Standard Specifications for Public Works Construction (SSPWC or "Greenbook"), 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, and the American Water Works Association (AWWA) Standards.

In case of conflict between documents, the precedence of documents shall follow Subsection 3-7.2 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.

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, 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, the City of San Fernando Standard Plans, and the American Water Works Association (AWWA) 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.

Subsection 1-7 Award and Execution of the Contract

Add the following to the provisions of Subsection 1-7, "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.

Add the following to the provisions of Subsection 1-7.2, "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.

SECTION 2 - SCOPE OF THE WORK

Subsection 2-2 Permits

Add the following to the provisions of Subsection 2-2, "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 2-8 Extra Work

Add the following to the provisions of Subsection 2-8, "Extra Work":

Change Order (C/O) requests must be on company letterhead and within the letter provide detailed information for what C/O consists of and what triggered C/O.

All C/O requests, even if still within contingency, needs to be submitted to City in manner stated above. Additionally, no work related to C/O can be done until letter request has been received by City and funds available to cover C/O have been confirmed.

When extra work is determined to be warranted by the Contractor, due to any type of problems, such as changed conditions, plan interpretations, progress billing, or others, the following procedure shall be followed:

- 1) The Contractor shall notify the inspector and follow up in writing to the Engineer
- 2) Inspector informs the Engineer, and Engineer investigates the matter
- 3) Engineer reviews and submits findings to the City Engineering, including recommendations for approving/denying Contractor's request
- 4) Engineer notifies Contractor with the City decision in writing.

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.

The Contractor shall notify in writing the Engineer within three (3) working days following the discovery of potential extra work or change order. Failing to notify the Engineer within the time required shall constitute a waiver of any potential change order.

Subsection 2-9 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 2-10 Disputed Work

Add the following to the provisions of Subsection 2-10, "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 3 – CONTROL OF THE WORK

Subsection 3-4 Authority of The Board and The Engineer

Add the following to the provisions of Subsection 3-4, "Authority of The Board and The 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 3-5 Inspection

Add the following to the provisions of Subsection 3-5, "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.

Subsection 3-7 Contract Documents

Add the following to the provisions of Subsection 3-7, "Contract Documents":

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.

Record Drawings:

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

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

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

Subsection 3-10 Surveying

Add the following:

The Contractor shall preserve all benchmarks, monuments, survey marks, centerline ties and stakes and, in case of their impending removal or destruction by his/her operations he/she shall be responsible for notifying the City Engineer **prior** to their removal. Failure to provide such notification will result in the Contractor being liable for all costs associated with their replacement.

Permanent Survey Markers

The Contractor shall retain a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State to Reset Survey Monuments. The Contractor is responsible for the filing and recording of the Survey Monuments.

Survey Service

The Contractor shall retain a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State to provide construction staking. The Contractor is responsible for the accuracy of surveying adequate for construction.

Measurement and Payment. The following section is hereby added:

Full compensation for Construction Survey, including furnishing all labor, materials, tools, equipment, surveyor, supervision, and incidentals for doing all the work involved shall be considered as included in the other items of work.

Payment for monumentation restoration shall be paid at the contract unit price bid per intersection, including furnishing all labor, materials, tools, equipment, surveyor supervision, filing and recordation and other incidental for doing all the work involved and no separate payment shall be made thereof.

Subsection 3-12 Work Site Maintenance

Add the following to the provisions of Subsection 3-12, "Work Site Maintenance":

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

Subsection 3-12.4 Storage of Equipment and Materials

Add the following to the provisions of Subsection 3-12.4, "Storage of Equipment and Materials":

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 3-13 Completion, Acceptance, and Warranty

Add the following to the provisions of Subsection 3-13, "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.

SECTION 4 - CONTROL OF MATERIALS

Subsection 4-3 Inspection

Add the following to the provisions of Subsection 4-3, "Inspection":

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 – LEGAL RELATIONS AND RESPONSIBILITIES

Subsection 5-3 Labor

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

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the contractor or any subcontractor under him.

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 5-3.4 Hours of Labor

Add the following to the provisions of Subsection 5-3.4, "Hours of Labor":

Eight hours constitutes a legal days' work. The contractor shall forfeit, as a penalty to the City of San Fernando, \$50.00 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 5-4 Insurance

Add the following to the provisions of Subsection 5-4, "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 5-7 Safety

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

SECTION 6 – PROSECUTION AND PROGRESS 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 three (3) 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 p.m.

Subsection 6-3 Time of Completion

Add the following to the provisions of Subsection 6-3, "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 | ▶ Independence Day |
| ▶ Martin Luther King Day | ▶ Labor Day |
| ▶ President's Day | ▶ Veterans Day |
| ▶ Cesar Chavez's Birthday | ▶ Thanksgiving Day |
| ▶ Memorial Day | ▶ Day after Thanksgiving |
| ▶ Juneteenth | ▶ Christmas |

Subsection 6-4 Delays and Extensions of Time

Add the following to the provisions of Subsection 6-4, "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 6-9 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 One Thousand Dollars (\$1,000.00) 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 - MEASUREMENT AND PAYMENT

Subsection 7-3 Payment

Add the following to the provisions of Subsection 7-3, "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 7-3.2 Partial and Final Payment

Add the following to the provisions of Subsection 7-3.2, "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 may be required to submit updated work schedules and current record drawings (as-built) with requests for progress payments.

Subsection 7-4.3 Markup

Add the following to the provisions of Subsection 7-4.3, "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 7-4.2.2, "Materials", and 7-4.2.3, "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 7-4.3.2, "Work by a Subcontractor":

When all or any part of the extra work is performed by a subcontractor, the markup established in subsection 7-4.3 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.

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 400 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Add the following to the provisions of subsection 400-1, "General"

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.

SECTION 402 - UTILITIES

Subsection 402-1 Location

Add the following to the provisions of Subsection 402-1, "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 601 TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

Add the following to the provisions of Section 601, "Temporary Traffic Control for Construction and Maintenance Work Zones":

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 comply with the City parking restriction/regulations. Contractor shall provide adequate flashing barricades.

SPECIAL PROVISIONS

PART 2

CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

200-1 ROCK PRODUCTS

200-1.7 Aggregate for Slurry Seal Surfacing

Emulsion Aggregate Slurry (EAS) Type II with 2.5% min. latex.

200-1.8 Aggregate for Microsurfacing

Microsurfacing Type III shall be used.

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.1 General. The same brand type, source of cement, and aggregate shall be used for all portland cement concrete.

Fly ash shall not be used.

Portland Cement Concrete (PCC) shall be 560-C-3250.

SECTION 203 - BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.5 Type III Asphalt Concrete Mixtures. Asphalt concrete material shall be Class and Grade IIIC3 PG 64-10 R15 (15 percent maximum RAP).

203-12 ASPHALT RUBBER AND AGGREGATE MEMBRANE (ARAM)

203-12.3 Pre-Coated, Pre-Heated Screenings of 3/8" size.

SPECIAL PROVISIONS

PART 3

CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-2 UNCLASSIFIED EXCAVATION

300-2.1 General. Unclassified excavation shall consist of all excavation, including roadways, bituminous pavement, and concrete pavement, curb, walk, gutters, cross gutters, driveways, and access ramps.

300-2.1.1 Requirements. Subsection 300-2.1.1 is hereby added to Section 300 of the Standard Specifications as follows:

1. Bituminous Pavement. Bituminous pavement shall be removed to neatly sawed edges. Saw cuts shall be to a minimum depth of 3 inches. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be approved by the Engineer. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be saw cut to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.

Bituminous pavement on curb and gutter, sidewalk or drive approaches shall be removed by heating with a torch to soften the pavement without creating smoke. Softening shall be performed until the bituminous material can be easily scraped away down to the underlying PCC surface. The blade used for scraping shall be maintained straight along its edge and clean. Bituminous material shall be scraped in this manner until it is completely removed.

2. Concrete Curb and Gutter: Curb and gutter shall be sawed to a depth of 1½-inches on a neat line at right angles to the curb face.

300-2.7 Selected Material. The text of Subsection 300-2.7 of the Standard Specifications is hereby deleted and replaced with the following:

Selected materials encountered in the excavations within the project limits that meet the specifications for base material, trench bedding or backfill, topsoil, or other specified materials shall be used as shown on the Plans, in the Specifications, or as

directed by the Engineer. Topsoil excavated may be considered only for the purpose of backfilling areas to be planted.

300-2.9 Payment.

The first sentence of Subsection 300-2.9 of the Standard Specifications is hereby deleted and replaced with the following:

Payment for unclassified excavation performed as part of the work for "remove and construct" bid items, including removal of extra AC thickness shall be paid for as part of the work for that item, and no additional compensation will be allowed.

300-4 UNCLASSIFIED FILL

300-4.10 Payment. The text of Subsection 300-4.10 of the Standard Specifications is hereby deleted and replaced with the following:

Full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in unclassified fill construction shall be considered as included in the price paid for "remove and construct" bid item and shall include full compensation for the cost of all grading, shaping, compacting or consolidating and extra fill, if required, or other work that is required under this subsection. No additional payment will be made for unclassified fill.

SECTION 301 - SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-1.6 Adjustment of Manhole Frame and Cover Sets to Grade.

Subsections 301-1.6.1, 301-1.6.2, and 301-1.6.3 are hereby added to Section 301 of the Standard Specifications as follows:

301-1.6.1 Adjustment of Los Angeles County Flood Control District Manhole Frame and Cover Sets to Grade.

Adjustments to grade of Los Angeles County Flood Control District Manhole Frame and Cover sets do not require a District permit. However, the Contractor shall notify the Inspection Department at (818) 458-3129, 24 hours in advance of any work in the area of the manhole.

301-1.6.2 Adjustment of Los Angeles County Sanitation District Manhole Frame and Cover Sets to Grade.

Los Angeles County Sanitation District manhole frames and covers shall be set to finish grade as follows:

1. Contractor shall notify the District's Superintendent of Maintenance, (310) 638-1161 or (310) 774-7272, 48 hours prior to commencement of any work in the area of the manhole.
2. If grade over manhole is to be lowered:
 - a. Contractor shall furnish and deliver a temporary steel cover plate of thickness and size approved by the District for said manhole.
 - b. Contractor shall excavate around the manholes to a depth and distance outside of the manhole as required by the District for said manhole.
 - c. District shall remove the existing manhole frame and cover, and any interfering portion of the manhole shaft, and shall place the steel cover plate over the manhole.
 - d. Contractor shall store and protect frame and cover for later installation by the District and shall fill and/or pave over the steel plate to final grade.
 - e. Contractor shall remove paving and/or fill as necessary to permit the District to raise manhole to final grade. (Removal of paving and/or fill shall be to a minimum of 2 inches outside of the manhole if the steel plate is less than 6 inches below final grade and 12 inches outside of the manhole if the steel plate is more than 6 inches below final grade.)
 - f. District personnel shall raise manhole and set frame and cover to grade.
 - g. Contractor shall place and compact the backfill and pavement as necessary to complete the work.
3. If grade over manhole is to be raised:
 - a. Contractor shall fill and/or pave directly over frame and cover to final grade.
 - b. Steps (e) through (g) of 2 above shall be followed, except that if grade is to be raised more than 2 feet, the Contractor

- c. shall excavate around the manhole shaft under step (2) to a depth and diameter as necessary, for the District to remove and reconstruct manhole shaft with required taper and as specified by the District.

301-1.6.3 Adjustment of Water Valve Box Frame and Cover.

Water valve box frame and cover within the area to be paved or graded shall be set to finish grade by the Contractor as required by the Plans and Specifications. In the case of portland cement concrete, water valve box frame and cover shall be set to finish grade by the Contractor before paving.

301-1.7 Payment. The second and third paragraphs of Subsection 301-1.7 of the Standard Specifications is hereby deleted and replaced with the following:

Full compensation for adjusting manhole to grade will be made in the price paid for adjusting manhole to grade, and no additional payment will be made therefore.

Adjustment of water valve and gas valve slip can type frame and covers to grade shall be the responsibility of the Contractor. Utility companies will be responsible for checking and ensuring that such frame and covers do slip properly, such that the Contractor can slip them to grade at time of paving. The exact number of such frames and covers may vary from the number shown on the plan, but it is the responsibility of the Contractor to survey the project. Contractor shall notify the Engineer at the earliest possible time after discovery if a frame and cover does not slip, but in no case less than 10 days prior to paving.

Payment for slipping water or gas valve covers to grade shall be included in the other item of work and no additional payment will be made thereof.

SECTION 302 - ROADWAY SURFACING

302-3 MICROSURFACING

302-3.11 Mixing, Spreading, and Application.

Microsurfacing shall be spread at a rate of 25-30 pounds per square yard.

Before applying microsurfacing to the entire street, any potholes with a diameter larger than 1 inch shall be filled with microsurfacing material.

The edge of the microsurfacing application shall have an offset ranging from 3.0 to 6.0 inches from the existing curb/gutter.

302-4 SLURRY SEAL SURFACING

302-4.3 Emulsion-Aggregate Slurry (EAS). [Add the following to Section 302-4.3:]

EAS shall be applied within 2 to 10 days after ARAM is constructed.

Immediately prior to slurry sealing, the pavement surface shall be vacuum swept to remove any loose ARAM screenings, debris, or particles.

302-10 ASPHALT RUBBER AND AGGREGATE MEMBRANE (ARAM) [Add the following to Section 302-10:]

Surface preparation when ARAM is installed on existing AC or milled existing AC surfaces shall be per Section 302-3.9.

The edge of the ARAM application shall have an offset ranging from 3.0 to 6.0 inches from the existing curb/gutter.

Flush Coat shall not be applied.

Any pavement damage (potholes) caused by removing raised pavement markers shall be filled.

Immediately prior to ARAM operation, the Contractor shall sweep the entire surface with vacuum assisted power brooms. Pavement surface shall be cleaned of oil, debris, grease spots, and weeds.

In the 3-step process, ARAM should be constructed at least 5 days after microsurfacing application.

SPECIAL PROVISIONS

PART 4

SIGNING, STRIPING, AND PAVEMENT MARKERS

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the 2010 Caltrans Standard Plans, and Standard Specifications, Section 56, "Signs," Section 84, "Traffic Stripes and Pavement Markings," and Section 85, "Pavement Markers," unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 56 - SIGNS

56-4 ROADSIDE SIGNS

56-4.03 Construction. Relocated signs shall be installed using existing posts at new locations and shall be set at a minimum 30-inch depth and at a minimum 12-inch square portland cement concrete (PCC). The post depth of the concrete footing shall be sufficient to extend at least 6-inches below the bottom of the posts. 1/4-inch expansion paper shall be placed between the sign foundation and sidewalk.

New signs shall be installed using metal posts set at a minimum of 30-inch depth in a minimum 12-inch square PCC, except as specified otherwise, the metal post shall be a 2-inch square, galvanized steel "Quick Punch" post. The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts. 1/4-inch expansion paper shall be placed between the sign foundation and sidewalk.

Marker and delineators shall conform to the provision in Section 82, "Markers and Delineators."

56-4.04 Payment. Payment for signing shall be included in the bid price for signing and striping, and no additional compensation will be allowed therefor.

SECTION 84 - TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-1 GENERAL

84-1.02 Materials. Traffic stripes, pavement markings, crosswalks, and arrows shall be thermoplastic unless otherwise shown on the Plans. Curb markings shall be paint, 2 coats. Contractor shall repaint all curb markings within the project limits.

84-1.03A Tolerances and Appearance. The Contractor shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than 1/2-inch in 50-feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to painting new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

Existing traffic stripes (including raised pavement markers), pavement legends, and markings that do not conform to the plans shall be removed by wet sandblasting per Section 15-2.02C, "Remove Traffic Stripes and Pavement Markings," and Section 15-2.02D, "Remove Pavement Markers," of the State Standard Specifications.

84-2 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.02 Materials. Traffic striping shall be thermoplastic including crosswalks, arrows and other pavement legends.

The installation of traffic stripes includes placement of raised pavement markers when called for on the plans.

Adhesive for raised pavement markers shall be per Section 85, "Pavement Markers." Epoxy shall be the Rapid Set type.

84-2.04 Payment. Payment for striping details, pavement markings, and curb marking shall be included in the price bid for signing and striping, and no additional compensation will be allowed.

84-3 PAINTED TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-3.02 Materials. Paint for curb markings shall be ready-mixed rapid dry type.

84-3.03 Construction. Paint shall be applied in two coats.

The second coat of paint shall be applied no less than 24 hours from application of the first coat.

84-3.07 Payment. Payment for striping details, pavement markings, and curb marking and repainting existing painted curb shall be included in the price bid for signing and striping, and no additional compensation will be allowed.

SECTION 85 – PAVEMENT MARKERS

85-1.03C Epoxy Adhesive. Adhesive for raised pavement markers shall be rapid set type epoxy.

Removal of pavement markers shall be per Section 15-2.02D, "Remove Pavement Markers."

85-1.04 Payment. Payment for pavement markers shall be included in the lump-sum price bid for signing and striping, and no additional compensation will be allowed therefor.

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:

**FISCAL YEAR 2023-2024
PHASE 3, ANNUAL STREET RESURFACING PROJECT
JOB NO. 7621, PLAN NO. P-743**

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

A. GENERAL NATURE OF WORK

The work to be performed includes, but is not limited to furnishing all materials, equipment, tools, notifications, labor, and incidentals as required by the plans, specifications, and contract documents for the improvements at various locations throughout the City of San Fernando. The work includes but not limited to: Saw-cutting; excavation, removal, and disposal of the AC pavement; replacement and compaction of subsurface material; replacement of concrete curb and gutter; setup and maintenance of traffic control system; placement of AC pavement material; microsurfacing; placement of ARAM and slurry seal materials; replacement of traffic striping and pavement markings; and clean-up of the project area.

B. PRE-CONSTRUCTION MEETING AND MISCELLANEOUS REQUIREMENTS

Prior to commencing work, there will be a pre-construction meeting to be attended by the Engineer, Inspector, Street Superintendent, 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 (SWPP) 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, 2021 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 BID ITEM DESCRIPTIONS

STREET IMPROVEMENTS

BID ITEM 1 – PROVIDE TRAFFIC CONTROL

Traffic control shall conform to provisions set forth by the California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook (WATCH) Manual. Traffic control plan shall be signed and stamped by a Registered Traffic Engineer and shall be provided to the City at least ten (10) days before work commences.

Payment for BID ITEM 1 – PROVIDE TRAFFIC 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 ITEMS 2 & 3 – REMOVE AND CONSTRUCT PCC CURB AND GUTTER.

Removal of existing curb and gutter and replacing with PCC curb and gutter, shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 120-3, Type A2-8, and the Plans. Concrete shall be Class 560-C-3250.

The replacement concrete shall be graded to drain. If additional length of concrete replacement is necessary to achieve sufficient fall, the Contractor shall immediately notify the Engineer.

Payment for BID ITEMS 2 & 3 – REMOVE AND CONSTRUCT PCC CURB AND GUTTER shall be at the contract bid item price per linear foot (LF) and shall include full compensation for all labor, materials, traffic control (especially on busy streets), notifications, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including additional one (1) foot wide AC pavement cut to allow space for forms and two (2) sack slurry backfill of the resultant pavement slot. Cost shall also account for delays in tree root inspection by arborist, which will take 4-8 working days to inspect and/or remove tree when needed. Constructed curb and gutter shall match existing.

BID ITEM 4 – REMOVE AND CONSTRUCT PCC CROSS GUTTER

Removal of existing cross gutter and replacing it with new PCC cross gutter, shall conform to the provisions of Section 303-5 of the Standard Specifications.

Roots shall be removed if exposed. The top 6 inches of the exposed bottom shall be processed by scarifying, mixing, and moisture conditioning the material to at least two percent above optimum moisture content and compacted to at least 90 percent of the material's maximum dry density (per ASTM D1557). It may be necessary to remove and export some of the subgrade materials to accommodate for the new PCC section.

Payment for BID ITEM 4 – REMOVE AND CONSTRUCT PCC CROSS GUTTER shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, traffic control (especially on busy streets), notifications, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted. Cost shall also account for delays in tree root inspection by arborist, which will take 4-8 working days to inspect and/or remove tree when needed. Constructed cross gutter shall match existing.

BID ITEM 5 – MICROSURFACING.

The work under this item consists of the application of Type III Microsurfacing.

Payment for BID ITEM 5 – MICROSURFACING shall be at the contract bid item per ton (TN) and shall include full compensation for all labor, surface preparation, notifications, traffic control (especially on busy streets), materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM 6 – ASPHALT RUBBER AND AGGREGATE MEMBRANE (ARAM).

The work under this item consists of the application of asphalt rubber binder and 3/8" screenings.

Payment for BID ITEM 6 – ARAM shall be at the contract bid item per square foot (SF) and shall include full compensation for all labor, surface preparation, notifications, traffic control (especially on busy streets), materials (including asphalt rubber binder and screenings), tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM 7 – SLURRY SEAL.

The work under this item consists of the application of Emulsion-Aggregate Slurry (EAS) Type II with 2.5% minimum latex.

Payment for BID ITEM 7 – SLURRY SEAL shall be at the contract bid item per ton (TN) and shall include full compensation for all labor, surface preparation, notifications, traffic control (especially on busy streets), materials, tools, equipment and incidentals necessary to do all the work involved

thereof, complete in place, and accepted.

BID ITEMS 8 & 9 – DIG-OUTS REMOVAL AND AC CONSTRUCTION

The work under these items consists of performing 6" dig-outs removal and construction of IIIC3 PG 64-10 AC (with maximum RAP content of 15%).

Macadam was encountered at some locations within the project limits. Removal cost (BID ITEM 8) shall include the cost to remove/export/dispose macadam.

Payment for BID ITEMS 8 & 9 – DIG-OUTS REMOVAL AND AC CONSTRUCTION removal shall be at the contract bid item per square foot (SF), including the removal, export, and disposal of macadam. AC construction shall be at the contract bid item per ton (TN). Cost shall include full compensation for all labor, traffic control (especially on busy streets), surface preparation, materials, notifications, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted. Cost shall also account for delays in tree root inspection by arborist, which will take 4-8 working days to inspect and/or remove tree when needed.

BID ITEM 10 – FURNISH AND INSTALL TRAFFIC STRIPING, SIGNAGE, CURB MARKING, PAVEMENT MARKING, AND PAINT HOUSE NUMBERS.

The work under this item consists of painting temporary traffic stripe and marking or placing temporary overlay marker (TOM); repainting traffic striping, curb marking, pavement marking and legend; and replacing raised pavement marker per State of California Department of Transportation Standard Plans and Standard Specifications.

Traffic striping and pavement markers shall be re-installed per existing layout and color scheme. Fire hydrant reflectors shall be installed throughout the entire project site, including where missing and/or removed during construction.

The Contractor shall be responsible for identifying pre-existing striping, pavement markers, and paint colors and provide such information to the Engineer prior to the start of the pavement repair work.

All work shall be performed in accordance with Sections 84 and 85 of the Caltrans Standard Specifications and Standard Plans, except as modified and supplemented below:

Paint for traffic striping, pavement marking, and legend shall be "Thermoplastic" per Section 84-2 of Caltrans Standard Specifications.

The same day of construction, after any resurfacing operation and before opening the travel way to the public, the Contractor shall either paint temporary traffic striping and marking or apply reflective TOM. Slurry seal shall be cured for 2 weeks before the thermoplastic striping is applied. No street shall be without the proper striping over a weekend.

If TOM is used, it shall be applied every 24 feet for lane line. Four (4) inch wide Type Y amber TOM's shall be applied to delineate centerlines and painted medians. Four (4) inch wide white TOM

shall be applied to delineate lanes and stop bars. TOM shall not be applied through an intersection.

The provisions of Caltrans' Standard Specifications Section 84-1.02 "Control of Alignment and Layout" shall apply except as modified and supplemented below:

The Contractor shall perform all layout, alignment and spotting, which will consist of striping or control points spaced at 200 feet on tangents and 50-foot curves. The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. Traffic striping shall not vary more than 2 inch in 50 feet from the alignment shown in the Plans.

The provisions of Caltrans Standard Specifications Section 84-1.03 "Tolerances and Appearance" shall apply except as modified and supplemented below:

Drips, overspray, improper markings and paint material tracked by traffic shall be immediately removed from the pavement surface by methods approved by the Engineer.

The provisions of Caltrans Standard Specifications Section 84-1.04 "Protection from Damage" shall apply except as modified and supplemented below:

The Contractor shall protect his work until the paint is thoroughly dried. Painted traffic striping and pavement marking done under this Contract which are damaged or darkened as a result of wheel markings by public traffic and/or construction equipment, shall be repainted as specified by the Engineer at the sole expense of the Contractor and no additional compensation will be allowed therefor.

Where Fire Hydrants exist, the provisions of Caltrans Standard Specifications Section 85-1.02 "Type of Markers" shall apply except as modified and supplemented below:

Pavement marker shall conform to Type DB - Two-Way Blue Reflective Markers - and shall be installed whether or not shown on the Plans and as shown on Caltrans Standard Plan, Drawing A20A, Detail 9. All markers shall be installed whether or not it existed before.

Contractor shall repaint all house numbers within the project limits, even if painted house number did not exist prior to start of work. House Numbers shall match existing height and font. Numbers shall be in black paint with a white background. Contractor shall submit sample template before commencing work.

Payment for BID ITEM 10 – FURNISH AND INSTALL TRAFFIC STRIPING, SIGNAGE, CURB MARKING, PAVEMENT MARKING, AND PAINT HOUSE NUMBERS shall be at the contract bid item per lump sum (LS) and shall include full compensation for all labor, materials, traffic control (especially on busy streets), tools, notifications, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEMS 11, 12, & 13 – ADJUST WATER VALVE BOX AND COVER, MANHOLE FRAME AND COVER TO GRADE, AND GAS VALVE BOX FRAME AND COVER

Adjust water valve box and cover, manhole frame and cover, and gas valve box frame and cover to grade, after the 3-step construction.

Payment for BID ITEMS 11, 12, & 13 – ADJUST WATER VALVE BOX AND COVER, MANHOLE FRAME AND COVER TO GRADE, AND GAS VALVE BOX FRAME AND COVER shall be at the contract bid item per unit price (EA) and shall include full compensation for all labor, traffic control (especially on busy streets), materials, notifications, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM 14 – 3-STEP PROCESS TEST STRIPS (PER ALL PROJECT REQUIREMENTS)

Three weeks prior to starting the first phase of the 3-step process, the test strip shall be constructed. The test strip shall be on Macneil Street Street from Fourth Street to Library Street.

BID ITEM 14 – 3-STEP PROCESS TEST STRIPS (PER ALL PROJECT REQUIREMENTS) shall be at the contract bid item per lump sum (LS) and shall include full compensation for all labor, traffic control (especially on busy streets), materials, tools, notifications, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM 15 – RESIDENT NOTIFICATIONS

Resident notifications in the form of door hangers or garage door stickers shall be posted 7 days prior to start of the improvements: The door hangers shall provide a summary of the work being performed (including separate notices for concrete repairs, AC patching, & 3-step treatment), dates of work, location of alternate parking spaces, and any other pertinent information or special instructions the residents should be aware of. Sticker language shall be approved by the City prior to posting. All costs, including but not limited to printing, distribution, and redistribution if required of the notifications shall be included.

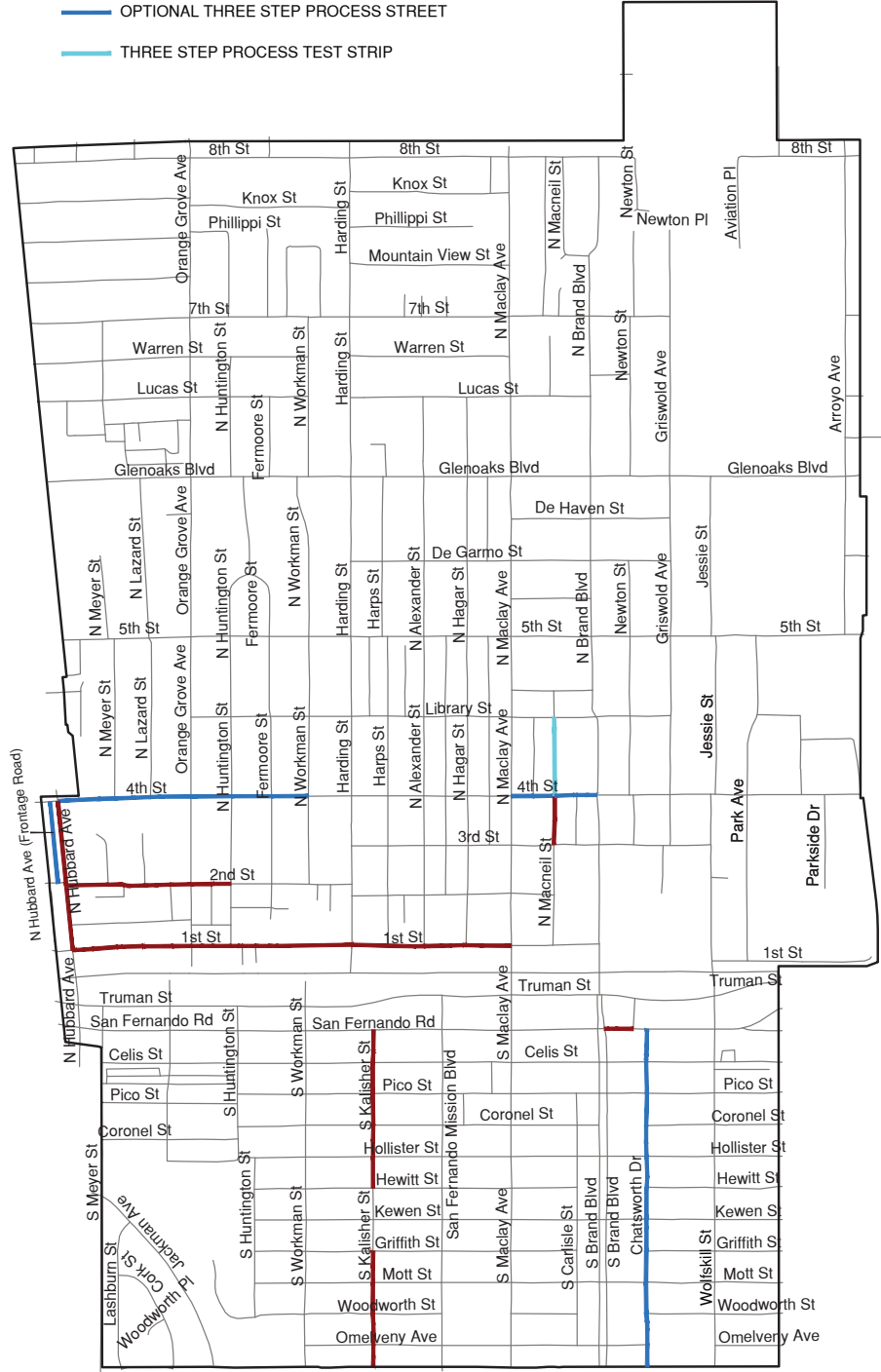
In addition, contractor should place cones spaced apart at 150-foot intervals maximum along street parking areas with "No Parking" signs at least 72 hours prior to start of work. Signage on the cones shall indicate the dates that street parking is not permitted.

The Contractor shall follow the schedule as indicated on notifications or reissue notices when work is rescheduled, or weather demands at no additional cost to the City. Changes to the schedule without proper notification to the residents will require the Contractor to issue new notifications at no additional cost to the City. Inadequate notifications may result in delays or rescheduling of work. Any additional costs (delays or towing vehicles, etc.) incurred as a result of inadequate notifications will be paid for by the Contractor.

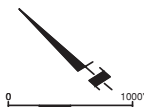
BID ITEM 15 – RESIDENT NOTIFICATIONS shall be at the contract bid item per lump sum (LS) and shall include full compensation for all labor, materials, tools, notifications, and equipment.

LEGEND

- THREE STEP PROCESS STREET
- OPTIONAL THREE STEP PROCESS STREET
- THREE STEP PROCESS TEST STRIP



DRAWING: s:\2021\21-280-00\eng\phase 3 final street map.dwg PLOTTED: 7/3/2023 4:19 PM BY: Christian Lucas



**San Fernando Phase 3
Street Map**



Date: July 03, 2023
Project No.: 21-280-00

Plate
1

Plate 2 - FY 2023 - 2024 Phase 3
Annual Street Resurfacing Project
Street List
 GMU Project No 21-280-00



Name	From	To
HUBBARD AVENUE	FIRST ST	FOURTH ST
FIRST STREET	W/S HARDING AVE	E/S HUNTINGTON ST
FIRST STREET	W/S MACLAY AVE	W/S HARDING AVE
FIRST STREET	E/S HUNTINGTON ST	E/S HUBBARD AVE
KALISHER STREET	CITY LIMITS SOUTH	N/S O'MELVENY ST
KALISHER STREET	N/S O'MELVENY ST	N/S GRIFFITH ST
KALISHER STREET	S/S PICO ST	S.S SAN FERNANDO RD
KALISHER STREET	S/S HEWITT ST	S/S PICO ST
MACNEIL STREET	N/S FOURTH ST	S/S LIBRARY ST
MACNEIL STREET	N/S THIRD ST	S/S FOURTH ST
SAN FERNANDO ROAD	E/S BRAND BL	W/S KITTRIDGE ST
SECOND STREET	E/S ORANGE GROVE AVE	W/S HUNTINGTON ST
SECOND STREET	E/S HUBBARD AVE	W/S ORANGE GROVE AVE
OPTIONAL SCOPE		
Name	From	To
HUBBARD FRONTAGE RD	SECOND ST	FOURTH ST
FOURTH STREET	W/S WORKMAN ST	E/S HUBBARD ST
FOURTH STREET	W/S BRAND BL	E/S MACLAY AVE
CHATSWORTH DRIVE	S/S HOLLISTER ST	CITY LIMITS SOUTH
CHATSWORTH DRIVE	S/S SAN FERNANDO RD	N/S CELIS ST
CHATSWORTH DRIVE	N/S CELIS ST	S/S HOLLISTER ST

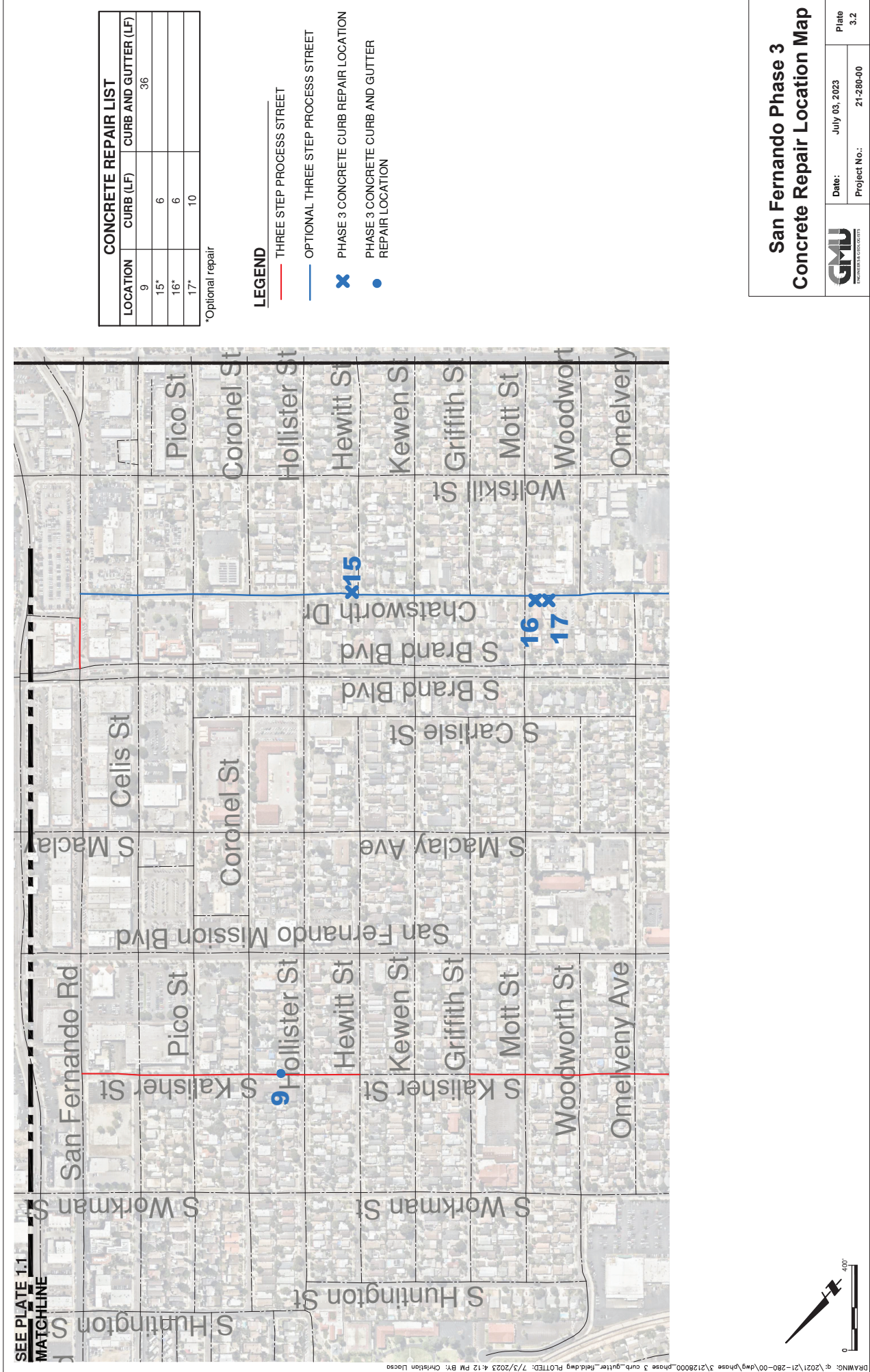


Plate 4 - FY 2023-2024 Phase 3 - Annual Street Resurfacing Project
3-Step Process Streets Dig-out Areas
GMU Project No 21-280-00



Name	From	To	Dig-out Area (SF)
HUBBARD AVENUE	FIRST ST	FOURTH ST	2,656
FIRST STREET	W/S HARDING AVE	E/S HUNTINGTON ST	704
FIRST STREET	W/S MACLAY AVE	W/S HARDING AVE	920
FIRST STREET	E/S HUNTINGTON ST	E/S HUBBARD AVE	244
KALISHER STREET	CITY LIMITS SOUTH	N/S O'MELVENY ST	
KALISHER STREET	N/S O'MELVENY ST	N/S GRIFFITH ST	
KALISHER STREET	S/S PICO ST	S.S SAN FERNANDO RD	
KALISHER STREET	S/S HEWITT ST	S/S PICO ST	328
MACNEIL STREET	N/S FOURTH ST	S/S LIBRARY ST	4,720
MACNEIL STREET	N/S THIRD ST	S/S FOURTH ST	1,440
SAN FERNANDO ROAD	E/S BRAND BL	W/S KITTRIDGE ST	
SECOND STREET	E/S ORANGE GROVE AVE	W/S HUNTINGTON ST	412
SECOND STREET	E/S HUBBARD AVE	W/S ORANGE GROVE AVE	396
OPTIONAL SCOPE			
Name	From	To	Dig-out Area (SF)
HUBBARD FRONTAGE ROAD	SECOND ST	FOURTH ST	1,964
FOURTH STREET	W/S WORKMAN ST	E/S HUBBARD ST	360
FOURTH STREET	W/S BRAND BL	E/S MACLAY AVE	
CHATSWORTH DRIVE	S/S HOLLISTER ST	CITY LIMITS SOUTH	624
CHATSWORTH DRIVE	S/S SAN FERNANDO RD	N/S CELIS ST	
CHATSWORTH DRIVE	N/S CELIS ST	S/S HOLLISTER ST	116