



## CONTRACT DOCUMENTS


# BUS SHELTER CONSTRUCTION PROJECT (Eight Locations Citywide)

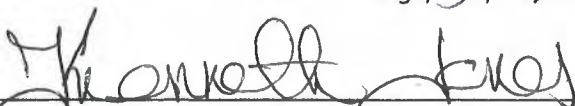
FTA Grant No. CA-04-0088


FIS No. 700227

CFDA No. 20500

CITY PROJECT NO. 7609

Prep. Under the Supervision of:  Date: 7/17/24  
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Submitted by:  Date: 7-22-24  
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Wendell Johnson, P.E., Director of Public Works

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***The following documents must be submitted with the bid package:***

Non-Collusion Affidavit.....  
Non-Segregated Facilities Certification.....  
Contractor's Outreach Efforts .....  
Prime Contractor's List of Proposed Subcontractors .....  
Certification of Understanding and Payroll Authorization .....  
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Exhibit No. 1 – Recycling of Construction Materials.  
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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 **10:00 A.M. on Wednesday, August 21, 2024**, and said bids will be publicly opened and declared for performing work on the following project:

### **BUS SHELTER CONSTRUCTION PROJECT (Eight Locations Citywide)**

**JOB NO. 7609**

The work includes replacement of concrete sidewalks, drive approaches, wheelchair ramps; AC pavement sections, adjustment to grade of water meter boxes and traffic signal/streetlighting boxes; removal and relocation of bus benches, root pruning, installation of bus shelters and bus benches, and miscellaneous appurtenant work. The bid items, corresponding estimated quantities, and time allowed to complete the work are listed in the Contractor's Proposal. The definitions of bid items are described in the Technical Provisions. Based on the quantities listed in the Proposal (Base Bid plus Bid Schedules "A", "B" and "C"), the construction cost is estimated to be \$259,600.

This project is funded by the Federal Transit Administration (FTA). Contractor must follow the instructions and comply with all of the FTA's requirements in the solicitation.

A DBE goal of 13.52% has been established for this contract.

The contract time for the project is Thirty (30) working days. The contractor will be given sixty (60) calendar days for the procurement of the bus shelters and benches, after the City authorizes the Notice to Procure.

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

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

Bids will be accepted only from contractors licensed in accordance with the provisions of the Business and Professional Code of the State of California. Prior to contract execution, the Contractor and his/her subcontractors shall obtain a City business license. At the time of bidding, the Contractor must possess a valid California **Class C-8** or **Class A** Contractor's License.

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

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.

No Contractor or Subcontractor may be awarded as a contractor on a bid proposal if they have been Debarred by the State pursuant to Labor Code Section 1777.1 and 1777.7 and Public Contracts Code Section 6109.

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

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are included in the Contract. If there is any difference between the State and Federal wage rates, the Contractor and subcontractors shall pay not less than the higher of the two rates. The City will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor or subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employee in question.

Bidder shall comply with the President's Executive Order No. 11246 regarding Federal Non-Discrimination Provisions.

Any contract or contracts awarded under this Notice Inviting Bids are expected to be funded in part by a grant from the United States Government. Neither the United States nor any of its departments, agencies, or employees is or will be a party to this Notice Inviting Bids or any resulting Agreement. This procurement will be subject to regulations contained in 40 CFR Part 33 and 35.

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

Copies of the plans and specifications, including the approved proposal form, are available on the City website, [www.sfcity.org](http://www.sfcity.org), for downloading at no charge. **In order to be eligible to submit a bid for the project, you MUST contact Kenneth Jones, MPA, Administrative Analyst, via e-mail at [kjones@sfcity.org](mailto:kjones@sfcity.org) to be placed on the plan holders list.** Flash drive of the plans and specifications may be obtained for a non-refundable fee of **\$20.00** each at the Public Works Department, City Hall, 117 Macneil Street, San Fernando, California, 91340. If mailing is requested, an additional fee of **\$5.00** is required to cover postage and handling.

Questions pertaining to the project shall be submitted in writing to Kenneth Jones, Public Works Management Analyst, ([KJones@sfcity.org](mailto:KJones@sfcity.org)) by Thursday, August 8, 2024, by 4:30 p.m.

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:

7-22-24

By:

  
Kenneth Jones, MPA, Management Analyst

## 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.

Equivalent Materials – Approval of equipment and materials offered as equivalent to those specified must be obtained in writing from the Agency prior to the opening of bids. Requests for consideration of equivalents must be submitted seven (7) days prior to the opening of bids, in writing, allowing sufficient time for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the Agency.

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

The Bidders are required to carefully examine the site and the proposal, plans, Contract Documents, and contract forms. The Bidders must satisfy themselves as to the requirements of the Contract Documents and the contract; as to the location of the proposed work and by such other means as they may prefer; and as to the actual conditions and requirements of the work, and shall not, at any time after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done. It is mutually

agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examinations.

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

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

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

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

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

5. SIGNATURE OF CONTRACTOR

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

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

6. BONDS

- a. Bid Bonds - Bid must be accompanied by cash, cashier's check, certified check, or surety bond in an amount equal to ten percent (10%) of the total amount in the Contractor's Proposal. Checks and bonds shall be made payable to the City of San Fernando.
- b. Contract Bonds - The Contractor simultaneously with execution of the Agreement shall furnish a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and a separate surety bond in an equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract, as required by the terms of an Act entitled:

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

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

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

7. RETURN OF BIDDER'S GUARANTIES - Within ten (10) days after the award of the contract, the City will return the proposal guaranties accompanying those proposals which are not to be considered in making award. All other proposals which are to be held until the contract has been finally executed, will be returned to the respective bidders after award of contract.
8. CONFLICT OF INTEREST - In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict-of-interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, award, or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

## 9. BIDDERS PROTEST PROCEDURES

### Purpose

The purpose of this policy is to set forth the procedures to be utilized by the City of San Fernando in considering and determining all bid protests or objections regarding solicitations, proposed award of a contract, or award of a contract whether before or after award.

### General

Any actual or prospective bidder, proposer or contractor who alleges a grievance by the solicitation or award of a contract may submit a grievance or protest to the appropriate City Department via the Office of the City Clerk.

In order for a bid protest to be considered, it must be submitted by an interested party (as defined below) in accordance with the procedures set forth herein. A protest which is submitted by a party which is not an interested party or which is not in accordance with the procedures shall not be considered, and will be returned to the submitting party without any further action by the City.

### Definitions

For the purposes of these Bid Protest Procedures:

1. The term "Bid" includes any bid or offer submitted by a bidder in response to an Invitation for Bid (IFB), and a proposal submitted by an offerer in response to a Request for Proposals (RFP).
2. The term "contract" means that document to be entered into between the City and the successful bidder and offerer.
3. The term "days" refers to normal business days of the City of San Fernando, City Hall.
4. The term "interested party" means any person or entity: (a) who is an actual or prospective proposer, bidder, or offerer in the procurement involved; and (b) whose direct economic interest would be affected by the award of the contract or by failure to award a contract.
5. The term "solicitation" means an Invitation for Bids (IFB), Request for Proposals (RFP), or other form of document used by the City to procure equipment or services.

### Grounds for Protest

Any interested party may file a bid protest on the grounds that:

1. The City has failed to comply with applicable Federal or State Law;
2. The City has failed to comply with its procurement procedures;
3. The City has failed to comply with the terms of the solicitation in question, including the failure to adhere to the evaluation criteria set forth in the solicitation, if applicable;
4. The award is made to other than the lowest responsive and responsible bidder on formally advertised (IFB) procurements.

## Contents of Protest

A bid protest must be filled in writing and include:

- a) The name, address and telephone number of the protestor.
- b) The name and number of the procurement solicitation.
- c) A detailed statement of the legal and or factual grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of the City of San Fernando's procurement procedures, or specific term of the solicitation alleged to have been violated.
- d) Any relevant supporting documentation the protesting party desires the City to consider in making its decision.
- e) The desired relief, action, or ruling sought by the protestor.

Protests must be filed with:

Office of the City Clerk  
City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340

All protests must be received at the address listed above during normal office hours of 7:30 a.m. to 5:30 p.m., Pacific Standard or Daylight Time.

If any of the information required by this section is omitted or incomplete, the City will notify the protestor, in writing, within one business day of the receipt of the protest, and the protestor will be given one business day to provide the omitted or incomplete information in order for the protest to be further considered. Note that this provision only applies in the case of a failure to state any grounds for a protest and does not apply to stating inadequate grounds for a protest or the failure to submit documentation.

## Timing Requirements and Categories of Protests

The City will consider the following categories of bid protests within the time period set forth in each category:

1. Any bid protest alleging improprieties in a solicitation process or in solicitation documents must be filed no later than three days prior to the scheduled bid opening or deadline for submittal of proposals, as appropriate (i.e. protests for bids due on a Thursday at 3:00 pm are due by the close of business on Monday). Any protest based on such grounds not filed within this period will not be considered.
2. Any bid protests regarding the evaluation of bids or proposals, or improprieties involving the approval or award or proposed approval or award of a contract must be filed no later than 72 hours after the protestor's receipt of City of San Fernando's written notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the bid proposal evaluation, or the contract approval or award will not be considered.



## Review of Protest

The City will notify the protester within 3 business days of timely receipt of a bid protest that the protest is being considered.

In the notification, the City will inform the protester of any additional information required for evaluation of the protest, and set a time deadline for submittal of such information.

If the City requests additional information and it is not submitted by the stated deadline, the City may either review the protest based on the information before it, or decline to take further action on the protest.

In its sole discretion, the City may give notice of any bid protest to other bidders or proposers for the procurement involved in the protest, as appropriate, and permit such bidders or proposers to submit comments to the City relative to the merits of the bid protest. The City will set a time deadline for the submittal of such comments, which will be no less than 5 business days after the City provides notification of the protest.

In its sole discretion, the City may schedule an informal conference on the merits of a bid protest. All interested parties will be invited to participate in the conference. Any information provided at the conference will only be considered by the City deciding the bid protest if it is submitted to the City in writing within 3 business days after the conference.

## Effects of Protests on Procurement Actions

Upon receipt of a timely protest regarding either the solicitation process or the solicitation documents in the case of sealed bids, the City will postpone the opening of bids until resolution of the protest. The filing of the protest will not, however, change the date on which bids are due, unless the City determines, and so notifies all bidders, that such a date change is necessary and appropriate to carry out the goals of the procurement and assure fair treatment for all bidders.

Upon receipt of a timely protest regarding evaluation of bids or proposals, or the approval or award of a contract, the City will suspend contract approval or other pending action, or issue a stop work order if appropriate, until the resolution of the protest. In this event, the successful bidder or proposer may not recover costs as a change order.

Notwithstanding the pendency of a bid protest, the City reserves the right to proceed with any appropriate step or action in the procurement process or in the implementation of the contract in the following cases:

- a) Where the item to be procured is urgently required;
- b) Where the City determines, in writing, that the protest is vexatious or frivolous;
- c) Where delivery or performance will be unduly delayed, or other undue harm to the City will occur, by failure to make the award promptly; or,
- d) Where the City determines that proceeding with the procurement is otherwise in the public interest.

**Summary of Dismissal of Protests**The City of San Fernando reserves the right to summarily dismiss

all or any portion of a bid protest that raises legal or factual arguments or allegations that have been considered and adjudicated by the City as part of a previous bid protest by any interested party in the same solicitation or procurement action.

#### Protest Decisions

The Department Head where IFS or RFP originated will review the bid protest with staff from the City Attorney's Office and Finance Department to make a decision concerning the merits of the protest. The Department Head will notify the protester, in writing, of the decision, or need for additional time to make a decision, within 30 business days of the receipt of the protest. The decision of the City shall be the final binding agency action.

The decision shall be made on the basis of the information provided by the protester and other parties, the results of any conferences, and the City's own investigation and analysis.

If the protest is upheld, the City will take appropriate action to correct the procurement process and protect the rights of the protestor, including, but not limited to, re-solicitation, revised evaluation of bids or proposals, or termination of the awarded contract.

If the protest is denied, the City will lift any suspension imposed and proceed with the appropriate state of the procurement process or the contract

***The following documents in the PROPOSAL section of these Contract Documents, in Attachment "A" and DBE Forms, must be completed and submitted with the bid package:***

- P-1-4 Contractor's Proposal
- P-5 Bidder's Bond
- P-6 Contractor Information
- P-7 List of References
- P-8 List of Subcontractors
- P-9 Minority, Women, Small Business Enterprise Form
- P-10 Certificate of Secretary of Adoption of Resolution
- P-11 List of Subcontractors, Suppliers, & Vendors Contacted
- P-12 Non-Collusion Affidavit
- Contractor's Outreach Efforts
- Prime Contractor's List of Proposed Subcontractors
- Certification of Understanding and Payroll Authorization
- Past Performance Certification
- Notice of Equal Employment Opportunity
- Federal Lobbyist Certification
- County Lobbyist Certification
- Non-Segregated Facilities Certification
- Certificate of By America
- Certificate of Suspension and Debarment
- Federal Certificate of Lobbying
- All of Attachments "A"
- DBE Forms



## 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:

### **BUS SHELTER IMPROVEMENT PROJECT** **(Eight Locations Citywide)** **PROJECT NO. 7609**

The undersigned hereby proposes to furnish all labor, materials, equipment, tools, transportation, and services to perform all work required and to complete said work within **thirty (30)** 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**  
**BUS SHELTER CONSTRUCTION PROJEC**  
**(Eight Locations Citywide)**  
**PROJECT NO. 7609**

**BASE BID (Locations No's. 1, 2, 3, 5 and 7)**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE		ITEM TOTAL	
1	Remove and Replace 4 in. PCC Sidewalk.	SF	2,240	\$		\$	
2	Remove and Replace 6 in. PCC Drive Approach.	SF	750	\$		\$	
3	Construct AC Slot Trench.	SF	120	\$		\$	
4	Install 4 in. Dia. Bollard.	EA	3	\$		\$	
5	Construct PCC Wheelchair Ramp with Truncated Dome.	EA	2	\$		\$	
6	Construct Tree Well in New Sidewalk.	EA	1	\$		\$	
7	Relocate Bus Bench, Other Location.	EA	4	\$		\$	
8	Adjust Water Meter Box or Pull Box to Grade.	EA	10	\$		\$	
9	Root Prune Tree.	EA	2	\$		\$	
10	Root Prune Palm and Adjust Metal Tree Well Cover.	EA	1	\$		\$	
11	Provide and Install Bus Shelter, 8 ft. and Bus Bench.	EA	4	\$		\$	
12	Provide and Install Bus Shelter, 12 ft., and Bench.	EA	1	\$		\$	
13	Re-Establish Survey Monument	EA	4	\$		\$	
14	Provide Traffic Control.	LS	1	\$		\$	
15	Provide NPDES/Best Mgt. Practices.	LS	1	\$		\$	
<b>Total Base Bid:</b>						<b>\$</b>	

**Total Base Bid in Words:** \_\_\_\_\_

**BID SCHEDULE "A" – ADDITIVE ALTERNATIVE (Location No. 4)**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE		ITEM TOTAL	
16	Relocate Bus Bench, Same Location.	EA	1	\$		\$	
17	Provide and Install Bus Shelter, 12 ft., and Bus Bench.	EA	1	\$		\$	
18	Provide Traffic Control.	LS	1	\$		\$	
19	Provide NPDES/Best Mgt. Practices.	LS	1	\$		\$	
<b>BID SCHEDULE "A" - Total Additive Alternative:</b>						<b>\$</b>	

**Bid Schedule "A" – Total Additive Alternative in Words:** \_\_\_\_\_

**BID SCHEDULE "B" – ADDITIVE ALTERNATIVE (Location No. 6)**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE		ITEM TOTAL	
20	Relocate Bus Bench, Same Location.	EA	1	\$		\$	
21	Provide and Install Bus Shelter, 12 ft., and Bus Bench.	EA	1	\$		\$	
22	Provide Traffic Control.	LS	1	\$		\$	
23	Provide NPDES/Best Mgt. Practices.	LS	1	\$		\$	
<b>BID SCHEDULE "B" - Total Additive Alternative:</b>						<b>\$</b>	

**Bid Schedule "B" – Total Additive Alternative in Words:** \_\_\_\_\_

\_\_\_\_\_

**BID SCHEDULE "C" – ADDITIVE ALTERNATIVE (Location No. 8)**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE		ITEM TOTAL	
24	Remove and Replace 4 in. PCC Sidewalk.	SF	2,240	\$		\$	
25	Construct PCC Wheelchair Ramp with Truncated Dome.	EA	1	\$		\$	
26	Construct Tree Well in New Sidewalk.	EA	1	\$		\$	
27	Relocate Bus Bench, Other Location.	EA	1	\$		\$	
28	Remove Shrub	EA	1	\$		\$	
29	Provide and Install Bus Shelter, 8 ft., and Bus Bench.	EA	1	\$		\$	
30	Provide Traffic Control.	LS	1	\$		\$	
31	Provide NPDES/Best Mgt. Practices.	LS	1	\$		\$	
<b>Total Base Bid:</b>						<b>\$</b>	

**Bid Schedule "C" - Total Additive Alternative in Words:** \_\_\_\_\_

\_\_\_\_\_

For the purpose of determining the lowest responsible bidder, the Total Base Bid shall be considered. The City reserves the right to add Schedule "A", "B" or "C" at the time of contract award. The City reserves the right to award Schedule "A", "B" and "C" in any combination and no price adjustment to bid items will be allowed.

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

In case of discrepancy between unit price and item total, the unit price shall prevail. In case of a discrepancy between item total and Total Base Bid, the item total shall prevail. The Total Base Bid will be subject to adjustment by the City in the event of a discrepancy.

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.

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

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

## BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

that we, \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety,  
are held and firmly bound unto the City of San Fernando in the sum of \_\_\_\_\_  
(\$ \_\_\_\_\_)  
to be paid to the said City of its certain Attorney, its successors and assigns; for the payment of  
which sum well and truly made, we bind ourselves, our heirs, executors and administrators,  
successors or assigns, jointly and severally, firmly by these presents.

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

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

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## 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: \_\_\_\_\_

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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: \_\_\_\_\_

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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: \_\_\_\_\_

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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: \_\_\_\_\_

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## MINORITY, WOMEN, SMALL BUSINESS ENTERPRISES

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

1. MINORITY OWNED

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

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

2. WOMEN OWNED

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

\_\_\_\_\_ Yes      \_\_\_\_\_ No

3. SMALL BUSINESS ENTERPRISE

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

\_\_\_\_\_ Yes      \_\_\_\_\_ No

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

\_\_\_\_\_ Yes      \_\_\_\_\_ No

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

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

\_\_\_\_\_ Yes      \_\_\_\_\_ No

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

Is this a joint venture proposal?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

## CERTIFICATE OF SECRETARY OF ADOPTION OF RESOLUTION

I, \_\_\_\_\_ (insert name of Secretary), do hereby certify that I am the Secretary of \_\_\_\_\_ (insert name of corporation) a California corporation, and do hereby certify that the following resolution is a full, true and correct copy of a resolution passed by the Board of Directors of said corporation at a meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 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 \$ \_\_\_\_\_





## SAMPLE CONSTRUCTION CONTRACT/AGREEMENT

### [CONTRACTOR'S NAME]

Bus Shelter Construction Project (Eight Locations Citywide). City Project No. 7609

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 **Bus Shelter Construction Project (Eight Locations Citywide), City Project No. 7609**, 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: **Bus Shelter Construction Project (Eight Locations Citywide), City Project No. 7609**, (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated \_\_\_\_\_.

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 **thirty (30)** working days from the date the Notice to Proceed is issued.

**CONSTRUCTION CONTRACT/AGREEMENT**

**Bus Shelter Construction Project (Eight Locations Citywide), City Project No. 7609**

Page 2 of 4

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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: Five Hundred Dollars (\$500.00) 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. CONTRACTOR, by executing this Agreement, hereby certifies that it shall adopt the current general prevailing Federal and/or State rates of wages applicable to the Work of Improvement.

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

8. Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime CONTRACTOR or SUBCONTRACTOR to pay any SUBCONTRACTOR not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime CONTRACTOR or SUBCONTRACTOR to pay a SUBCONTRACTOR no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for a good cause and with the prior written approval of the CITY. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. These requirements apply to both DBE and non-DBE subcontractors.

10. 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 Fifty Dollars (\$50.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day

**CONSTRUCTION CONTRACT/AGREEMENT**

**Bus Shelter Construction Project (Eight Locations Citywide), City Project No. 7609**

Page 3 of 4

during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

11. 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."

12. 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.

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

**CONSTRUCTION CONTRACT/AGREEMENT**

**Bus Shelter Construction Project (Eight Locations Citywide), City Project No. 7609**

Page 4 of 4

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ATTEST:

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JULIA FRITZ  
CITY CLERK

APPROVED AS TO FORM:

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RICHARD PADILLA  
CITY ATTORNEY  
OLIVAREZ MADRUGA, P.C.





(Principal)

ATTEST:

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

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

ATTEST:

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

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

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

(To be filled in by Surety)

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the \_\_\_\_ day of \_\_\_\_\_, 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)

ATTEST:

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

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

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

(To be filled in by Surety)

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

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

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

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

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

# **Special Provisions**

## **SPECIAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

#### Subsection 2-4 Contract Bonds

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

The performance bond shall remain in effect at least until the date of substantial completion/notice of completion, except as otherwise provided. The contractor warrants and guarantees to the City that all work will not be defective.

#### Subsection 2-5 Plans and Specifications

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

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

#### Subsection 2-9 Surveying

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

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

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

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

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

The Contractor shall be responsible for providing all survey service including, but not limited to, survey control, construction, monument preservation, and cut sheets, as deemed necessary and to the satisfaction of the Engineer to complete the scope of work. Failure to provide any or all survey service shall be cause for the Engineer to issue a stoppage of work until such time as the survey service is provided. Any delay as a result of the work stoppage shall be at the Contractor's sole expense including any liquidated damages arising therefrom.

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

grades for construction of the work and shall be responsible for the correctness of same.

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

Subsection 2-10 Authority of Board and Engineer

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

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

Subsection 2-11 Inspection

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

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

SECTION 3 - CHANGES IN WORK

Subsection 3-3 Extra Work

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

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

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

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

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

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



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

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

#### Subsection 3-4 Changed Conditions

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

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

#### Subsection 3-5 Disputed Work

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

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

#### Filing and Response to Defined Claim

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

If the Defined Claim is less than \$50,000, the new Owner shall respond in writing to the Defined Claim within 45 days of its receipt; or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 15 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information.

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

#### Meet and Confer Regarding Defined Claim

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

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

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

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

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

Interest on Award of Judgment In any suit filed pursuant to Paragraph (G)3.2, the Owner shall pay interest at the legal rate on any arbitration award or judgment, which interest shall begin to accrue on the date the suit is filed in a court of law.

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

Written Claim

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

Limitation Period

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

Arbitration

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

SECTION 4 - CONTROL OF MATERIALS

Subsection 4-1.3 Inspection Requirements

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

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the contractor or producer of material to be used in the work, for testing or examination as

desired by the Engineer. All tests of industry materials furnished by the contractor shall be made in accordance with commonly recognized industry standards or special methods and tests as prescribed in these specifications.

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

## SECTION 5 - UTILITIES

### Subsection 5-1 Location

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

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

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

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

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

1.	Frontier Communications	800-921-8101
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	833-267-6094
8.	Plains All America Pipeline	800-708-5071

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

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

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

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

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

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

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

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

#### Subsection 6-7 Time of Completion

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

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

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

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

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

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

#### Subsection 6-9 Liquidated Damages

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

It is agreed by the parties to the contract that liquidated damages for work under this contract is the sum of Five Hundred Dollars (\$500.00) per day for each and every day's delay beyond

the time prescribed to complete the work. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, Contractor agrees that the City of San Fernando may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

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

## SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

### Subsection 7-2 Labor

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

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

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

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

The contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The contractor and any subcontractor under him shall apply with the requirements of Sections

1777.5 and 1777.6 in the employment of apprentices.

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

Subsection 7-2.4 Hours of Labor

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

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

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

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

Subsection 7-3 Liability Insurance

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

The public liability insurance shall include protection from claims caused by automobiles, trucks, or other vehicles of the contractor or any subcontractor while in use both within and outside the contract premises. The property damage insurance shall cover damage or destruction of any and all property other than that which is owned, leased, or in the care, custody or control of the Contractor or any subcontractor, with the liability limit applying to any one (1) accident, disaster or claim. All coverage provided by Contractor shall be considered primary and shall be completely exhausted before City coverage, if any and to be considered secondary, is exercised. By appropriate endorsement, such policies of insurance required shall name the City of San Fernando as additionally insured with the Contractor with respect to the construction project described in these specifications and shall provide that such insurance coverage shall not be



canceled or reduced without thirty (30) days prior written notice to the City of San Fernando. Said endorsement shall be a separate document. Certificates of the insurance carried evidencing such insurance coverage shall be delivered to the City of San Fernando concurrently with the execution of the contract by the Contractor.

#### Subsection 7-5 Permits

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

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

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

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

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

#### Subsection 7-8.1 General

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

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

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

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

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

The contractor shall be responsible for the protection and preservation of existing, permanent survey monuments and benchmarks during construction. Damaged or lost monuments and bench marks shall be restored to existing condition by a Registered Civil Engineer or a Land Surveyor licensed by the State of California at no additional cost to the City. Corner records shall be filed with the Los Angeles County Surveyor's Office and copies of the recorded corner records shall be provided to the City prior to the release of retention payment.



Subsection 7-10 Public Convenience and Safety

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

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

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

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

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

Subsection 7-10.2.2 Street Closures, Detours, Barricades

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

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

- |    |                         |                                |
|----|-------------------------|--------------------------------|
| a. | Public Works Department | (818) 898-1293                 |
| b. | Police Department       | (818) 898-1267 (Non-Emergency) |
| c. | Fire Department         | (818) 756-8698 (Non-Emergency) |
| d. | Mauran Ambulance        | (818) 365-3182                 |

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

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

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

No field offices for AGENCY personnel shall be required; however, the AGENCY's personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the

Contractor if so provided by the Contractor for his own personnel.

## SECTION 9 - MEASUREMENT AND PAYMENT

### Subsection 9-3 Payment

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

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

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

### Subsection 9-3.2 Partial and Final Payment

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

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

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

## **TECHNICAL SPECIFICATIONS**

### **Part I**

#### **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:

### **BUS SHELTER CONSTRUCTION PROJECT** **(Eight Location Citywide)** **PROJECT NO. 7609**

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

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

The project consists of the replacement of concrete sidewalks, drive approaches, wheelchair ramps; AC pavement sections, adjustment to grade of water meter boxes and traffic signal/streetlighting boxes; removal and relocation of bus benches, root pruning of trees, installation of bus shelters and miscellaneous appurtenant work.

#### **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, Subcontractors 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, and materials specifications proposed for use on the project during this meeting.

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

### **1.4 COORDINATION**

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

### **1.5 CONSTRUCTION FORCE**

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

### **1.6 BID ITEM DESCRIPTIONS**

#### **BID ITEM NO. 1 – REMOVE AND REPLACE 4" PCC SIDEWALK.**

PCC sidewalk shall conform to the provisions of Section 303-5 of the Standard Specifications. PCC sidewalk shall be removed and reconstructed in accordance with SPPWC Standard Plan 113-2, and to the dimensions given on the typical section of the Plans. All removals shall be to the nearest existing score lines. Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 1 – REMOVE AND REPLACE 4" PCC SIDEWALK shall be at the contract bid item price per square foot (SF) and shall include full compensation for all

labor, materials, removal and disposal, backfill, compaction, irrigation modifications, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 2 – REMOVE AND REPLACE 6" PCC DRIVE APPROACH.**

Removal of existing drive approach and replacing with 6" thick PCC drive approach shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 110-2, Type A, the Plans and these Specifications.

Concrete shall be Class 520-C-2500. Drive approach shall be poured separate from curb/curb and gutter and/or sidewalk.

Payment for BID ITEM NO. 2 – REMOVE AND REPLACE 6" PCC DRIVE APPROACH shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, removal and disposal, backfill, compaction, irrigation modifications, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 3 – CONSTRUCT SLOT TRENCH.**

Construction of AC slot trench (6 inch thick) behind new drive approach and sidewalk, etc., shall include saw cutting, removals of existing AC pavement, backfill, compaction, tack coat and placement of conventional AC pavement (C2-PG 64-10) and replacement of affected striping on parking lot.

Payment for BID ITEM NO. 3-CONSTRUCT AC SLOT TRENCH shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 4 – INSTALL 4 IN. DIAMETER BOLLARD.**

Install 4 in. diameter pipe bollard, behind new bus shelter per detail in Location No. 3 sketch, Sheet 2 of 3. The work shall include excavation, foundation, pavement restoration, etc. Paint bollard yellow color, gloss paint, two coats.

Payment for BID ITEM NO. 4-INSTALL 4 IN. DIAMETER BOLLAR shall be at the contract bid item price per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 5 – CONSTRUCT PCC WHEELCHAIR RAMP WITH TRUNCATED DOME.**

Remove existing and construct PCC Wheelchair Ramp shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 111-2, and the Plans. Concrete shall be Class 520-C-2500. Truncated dome (detectable/tactile warning surface truncated domes) shall be yellow and manufactured by Armor-Tile or equivalent and cast-in-place.

Payment for BID ITEM NO. 5 – CONSTRUCT PCC WHEELCHAIR RAMP WITH TRUNCATED DOME shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 6 – CONSTRUCT TREE WELL IN NEW SIDEWALK.**

Construct tree well at Locations No. 1, per shown dimensions. The work shall include saw cutting, removals, disposal, forming, backfill with clean dirt, etc.

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

**BID ITEM NO. 7 – RELOCATE BUS BENCH, OTHER LOCATION.**

Remove and relocate existing bus bench to new location at other bus stop, per Exhibit No. 6. Anchor bus bench to sidewalk with approved anchors. Exact location at bus stop to be determined by the Public Works Inspector.

Payment for BID ITEM NO. 7 – RELOCATE BUS BENCH, OTHER LOCATION, shall be at the contract bid item per (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 8 – ADJUST WATER METER OR PULL BOX TO GRADE**

Adjust water meter box and pull box to grade shall conform with Sections 301-1, 302-5, and 302-6 of the Standard Specifications.

Payment for BID ITEM NO. 8 - ADJUST WATER METER BOX OR PULL BOX TO GRADE shall

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

**BID ITEM NO. 9 – ROOT PRUNE TREE**

Root prune tree, remove roots to 12 inches below the surface, backfill and compact area, repair irrigation as necessary. Root pruning shall be performed with sharp tool per direction of Public Works Inspector.

Payment for BID ITEM NO. 9 – ROOT PRUNE Tree shall be at the contract bid item per each tree (EA) and shall include full compensation for all labor, materials, tools, equipment, disposal, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 10 – ROOT PRUNE PALM AND RESET METAL TREE WELL COVER**

Root prune palm tree, remove roots sufficiently to have metal tree grates sit squarely on metal frame, reset metal tree grates. Root pruning shall be performed with sharp tool per direction of Public Works Inspector.

Payment for BID ITEM NO. 10 – ROOT PRUNE PALM AND RESET METAL TREE WELL COVER shall be at the contract bid item per each tree (EA) and shall include full compensation for all labor, materials, tools, equipment, disposal, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 11 – PROVIDE AND INSTALL BUS SHELTER, 8 FT.**

Provide and install 8 ft. x 5 ft., Peak Roof Shelter -San Fernando, Steel supporting frame, powder coat finish, aluminum construction roof (standing seam), by LNI, Custom Manufacturing, Inc., Model: Aurora Illuminated Shelter, Illuminated End Panels and LNI PV Solar Illumination, P-SS-M.IV-R-NB-CW-1, and Aurora Series – 8 ft. Metal Slat Bench, welded steel construction, cast steel ends, with anti-vagrant bar, surface mounted, powder coat finish, Model: BSW-A-8, (Previous City of San Fernando model #CE-8D-V).

Payment for BID ITEM NO. 11 – PROVIDE AND INSTALL BUS SHELTER, 8 FT. shall be at the contract bid item per each shelter and bench set (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place and accepted.



**BID ITEM NO. 12 – PROVIDE AND INSTALL BUS SHELTER, 12 FT.**

Provide and install 12 ft. x 5 ft., Peak Roof Shelter -San Fernando, Steel supporting frame, powder coat finish, aluminum construction roof (standing seam), by LNI, Custom Manufacturing, Inc., Model: Aurora Illuminated Shelter, Illuminated End Panels and LNI PV Solar Illumination, P-SS-M.IV-R-NB-CW-1, and Aurora Series – 12 ft. Metal Slat Bench, welded steel construction, cast steel ends, with anti-vagrant bar, surface mounted, powder coat finish, Model: BSW-A-8, (Previous City of San Fernando model #CE-8D-V).

Payment for BID ITEM NO. 12 – PROVIDE AND INSTALL BUS SHELTER, 12 FT. shall be at the contract bid item per each shelter and bench set (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place and accepted.

**BID ITEM NO. 13 – RE-ESTABLISHMENT OF SURVEY MONUMENT**

Prior to any construction activities, all monuments, centerline ties, and any other survey markers within the project limits shall be located and recorded by a State of California Licensed Land Surveyor. No work will be authorized until the Contractor submits the required documentation to the City. Upon completion of construction, conflicting monuments, centerline ties, and other survey markers obliterated during construction shall be replaced in-kind per section 309 of the SSPWC and per the California Professional Land Surveyor's Act, latest edition. Corner records for all applicable intersections shall be filed with the County of Los Angeles prior to and after construction activities with copies of recordings provided to the City. All work involved shall conform to the California Professional Land Surveyor's Act, latest edition.

Payment for BID ITEM NO. 13 – RE-ESTABLISHMENT OF SURVEY MONUMENT shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to perform all operations involved with resetting obliterated monuments, centerline ties, and other survey markers. Work shall also include all work involved with filing corner records prior to and after construction in conformance with the California Professional Land Surveyor's Act, latest edition and County of Los Angeles requirements, and providing documentation of same to the City.

**BID ITEM NO. 14 – PROVIDE TRAFFIC CONTROL**

The work under this item consists of providing traffic control per Section 302-2.5 and Section 600 of the Standard Specifications.

Payment for BID ITEM NO. 14 – PROVIDE TRAFFIC CONTROL shall be at the contract bid items per lump sum (LS) and shall include full compensation for all labor, materials, tools,

equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 15 – PROVIDE NPDES/BEST MANAGEMENT PRACTICES.**

The work under this item consists of providing Best Management Practices for Storm Water Pollution Prevention, NPDES requirements.

Payment for BID ITEM NO. 15 – PROVIDE NPDEW/BEST MANAGEMENT PRACTICES shall be at the contract bid items per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 16 – RELOCATE BUS BENCH, SAME LOCATION.**

Remove and relocate existing bus bench to new location at same bus stop, per Exhibit No. 6. Anchor bus bench to sidewalk with approved anchors. Exact location at bus stop to be determined by the Public Works Inspector.

Payment for BID ITEM NO. 16 – RELOCATE BUS BENCH, OTHER LOCATION, shall be at the contract bid item per (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 17 – PROVIDE AND INSTALL BUS SHELTER, 12 FT., AND BUS BENCH.**

Provide and install 12 ft. x 5 ft., Peak Roof Shelter -San Fernando, Steel supporting frame, powder coat finish, aluminum construction roof (standing seam), by LNI, Custom Manufacturing, Inc., Model: Aurora Illuminated Shelter, Illuminated End Panels and LNI PV Solar Illumination, P-SS-M.IV-R-NB-CW-1, and Aurora Series – 12 ft. Metal Slat Bench, welded steel construction, cast steel ends, with anti-vagrant bar, surface mounted, powder coat finish, Model: BSW-A-8, (Previous City of San Fernando model #CE-8D-V).

Payment for BID ITEM NO. 17 – PROVIDE AND INSTALL BUS SHELTER, 12 FT. shall be at the contract bid item per each shelter and bench set (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place and accepted.

**BID ITEM NO. 18 – PROVIDE TRAFFIC CONTROL.**

The work under this item consists of providing traffic control per Section 302-2.5 and Section 600 of the Standard Specifications.

Payment for BID ITEM NO. 18 – PROVIDE TRAFFIC CONTROL shall be at the contract bid items per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 19 – PROVIDE NPDES/BEST MANAGEMENT PRACTICES.**

The work under this item consists of providing Best Management Practices for Storm Water Pollution Prevention, NPDES requirements.

Payment for BID ITEM NO. 19 – PROVIDE NPDEW/BEST MANAGEMENT PRACTICES shall be at the contract bid items per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 20 – RELOCATE BUS BENCH, SAME LOCATION.**

Remove and relocate existing bus bench to new location at same bus stop, per Exhibit No. 6. Anchor bus bench to sidewalk with approved anchors. Exact location at bus stop to be determined by the Public Works Inspector.

Payment for BID ITEM NO. 20 – RELOCATE BUS BENCH, OTHER LOCATION, shall be at the contract bid item per (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 21 – PROVIDE AND INSTALL BUS SHELTER, 12 FT., AND BUS BENCH.**

Provide and install 12 ft. x 5 ft., Peak Roof Shelter -San Fernando, Steel supporting frame, powder coat finish, aluminum construction roof (standing seam), by LNI, Custom Manufacturing, Inc., Model: Aurora Illuminated Shelter, Illuminated End Panels and LNI PV Solar Illumination, P-SS-M.IV-R-NB-CW-1, and Aurora Series – 12 ft. Metal Slat Bench, welded steel construction, cast steel ends, with anti-vagrant bar, surface mounted, powder coat finish, Model: BSW-A-8, (Previous City of San Fernando model #CE-8D-V).

Payment for BID ITEM NO. 21 – PROVIDE AND INSTALL BUS SHELTER, 12 FT. shall be at the contract bid item per each shelter and bench set (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place and accepted.

**BID ITEM NO. 22 – PROVIDE TRAFFIC CONTROL.**

The work under this item consists of providing traffic control per Section 302-2.5 and Section 600 of the Standard Specifications.

Payment for BID ITEM NO. 22 – PROVIDE TRAFFIC CONTROL shall be at the contract bid items per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 23 – PROVIDE NPDES/BEST MANAGEMENT PRACTICES.**

The work under this item consists of providing Best Management Practices for Storm Water Pollution Prevention, NPDES requirements.

Payment for BID ITEM NO. 23 – PROVIDE NPDEW/BEST MANAGEMENT PRACTICES shall be at the contract bid items per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 24 – REMOVE AND REPLACE 4 IN. PCC SIDEWALK.**

PCC sidewalk shall conform to the provisions of Section 303-5 of the Standard Specifications. PCC sidewalk shall be removed and reconstructed in accordance with SPPWC Standard Plan 113-2, and to the dimensions given on the typical section of the Plans. All removals shall be to the nearest existing score lines. Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 24 – REMOVE AND REPLACE 4" PCC SIDEWALK shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, removal and disposal, backfill, compaction, irrigation modifications, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 25 – CONSTRUCT PCC WHEELCHAIR RAMP WITH TRUNCATED DOMES.**

Remove existing and construct PCC Wheelchair Ramp shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 111-2, and the Plans. Concrete shall be Class 520-C-2500. Truncated dome (detectable/tactile warning surface truncated domes) shall be yellow and manufactured by Armor-Tile or equivalent and cast-in-place.

Payment for BID ITEM NO. 25 – CONSTRUCT PCC WHEELCHAIR RAMP WITH TRUNCATED DOME shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 26 – CONSTRUCT TREE WELL IN NEW SIDEWALK.**

Construct tree well at Locations No. 8, per shown dimensions. The work shall include saw cutting, removals, disposal, forming, backfill with clean dirt, etc.

Payment for BID ITEM NO. 26 – CONSTRUCT TREE WELL shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 27 – RELOCATE BUS BENCH, OTHER LOCATION.**

Remove and relocate existing bus bench to new location at other bus stop, per Exhibit No. 6. Anchor bus bench to sidewalk with approved anchors. Exact location at bus stop to be determined by the Public Works Inspector.

Payment for BID ITEM NO. 27 – RELOCATE BUS BENCH, OTHER LOCATION, shall be at the contract bid item per (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 28 – REMOVE SHRUB.**

Remove shrub shown on Location No. 8, remove roots to 12 inches below the surface, backfill and compact area, repair irrigation as necessary.

Payment for BID ITEM NO. 28 – REMOVE SHRUB shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment, disposal and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 29 – PROVIDE AND INSTALL BUS SHELTER, 8 FT., AND BUS BENCH.**

Provide and install 8 ft. x 5 ft., Peak Roof Shelter -San Fernando, Steel supporting frame, powder coat finish, aluminum construction roof (standing seam), by LNI, Custom Manufacturing, Inc., Model: Aurora Illuminated Shelter, Illuminated End Panels and LNI PV Solar Illumination, P-SS-M.IV-R-NB-CW-1, and Aurora Series – 8 ft. Metal Slat Bench,

welded steel construction, cast steel ends, with anti-vagrant bar, surface mounted, powder coat finish, Model: BSW-A-8, (Previous City of San Fernando model #CE-8D-V).

Payment for BID ITEM NO. 29 – PROVIDE AND INSTALL BUS SHELTER, 8 FT. shall be at the contract bid item per each shelter and bench set (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place and accepted.

**BID ITEM NO. 30 – PROVIDE TRAFFIC CONTROL.**

The work under this item consists of providing traffic control per Section 302-2.5 and Section 600 of the Standard Specifications.

Payment for BID ITEM NO. 30 – PROVIDE TRAFFIC CONTROL shall be at the contract bid items per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 31 – PROVIDE NPDES/BEST MANAGEMENT PRACTICES.**

The work under this item consists of providing Best Management Practices for Storm Water Pollution Prevention, NPDES requirements.

Payment for BID ITEM NO. 31 – PROVIDE NPDES/BEST MANAGEMENT PRACTICES shall be at the contract bid items 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.

# **Federal Requirements**

## ATTACHMENT A

### FTA Required/Model Clauses and Certifications

1. False or Fraudulent Statements and Related Acts
2. Breaches and Dispute Resolution
3. ITS Architecture
4. ADA Access
5. Assignability
6. Fly America
7. Buy America (**Certification Required**)
8. Charter Bus and School Bus Requirements (N/A)
9. Cargo Preference Requirements
10. Seismic Safety
11. Energy Conservation
12. Clean Water
13. Bus Testing (N/A)
14. Pre-Award and Post-Delivery Audit (N/A)
15. Lobbying (**Certification Required**)
16. Access to Records and Reports
17. Federal Changes
18. Bonding Requirements
19. Clean Air
20. Recycled Products
21. Davis-Bacon and Copeland Anti-Kickback Acts
22. Contract Work Hours and Safety Standards
23. No Government Obligation to Third Parties
24. Termination
25. Debarment and Suspension (**Certification Required**)
26. Privacy Act (N/A)
27. Civil Rights Requirements
28. Patent and Rights in Data (N/A)
29. Transit Employee Protective Agreements (N/A)
30. Disadvantaged Business Enterprises (DBE)
31. Drug and Alcohol Testing (N/A)
32. Incorporation of FTA Terms
33. TVM Certification (N/A)
34. Metric Requirements
35. Notice of Federal Participation
36. Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, Abuse, or Other Legal Matters
37. Solid Wastes (Recovered Materials)
38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
39. Special DOL EEO Clause for Construction Projects
40. Trafficking in Persons
41. Veterans Hiring Preference



42. Federal Tax Liability and Recent Felony Convictions

**Attachment A1 - Required Certifications**

**Attachment A2 – DBE Requirements**

## **1. Program Fraud and False or Fraudulent Statements or Related**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 *et seq.* and the United States Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Agency certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Agency further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Agency to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.

## **2. Breaches and Dispute Resolution**

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of San Fernando. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City of San Fernando. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City of San Fernando shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by the City of San Fernando, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act of omission of the party or any of his employees, agents or others whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of San Fernando and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of San Fernando is located.

Rights and Remedies - The duties and responsibilities imposed by the Contract Document and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of San Fernando or Contractor shall constitute a waiver of any right of duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agree in writing.

### **3. ITS Architecture**

Intelligent transportation system (ITS) property and services must comply with the National Intelligent Transportation Systems (ITS) Architecture and Standards to the extent required by SAFETEA-LU Section 5307c), 23 U.S.C. Section 512 note, and FTA's published policies. Consequently, third party contracts involving ITS are likely to require provisions to facilitate compliance with Federal requirements.

### **4. ADA Access**

The contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 *et seq.*; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794; 49 USC 5301 (d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participations in, be denied the benefits of, or be subjected to discrimination under any program or activity included or resulting from this Agreement.

### **5. Assignability**

The terms and conditions of this contract shall be binding upon the City of San Fernando and the contractor and their respective partners, assigns and legal representatives. The rights and obligations of the contractor under the contract may not be transferred, assigned, sublet, mortgaged or otherwise disposed of in any way. The contractor may subcontract a portion of its obligations to other firms or parties, but only after having first obtained written approval by the City of San Fernando, which approval shall not be unreasonably withheld.

## **6. Fly America Requirements**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10 which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government –financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Agency shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with fly America requirements. The Agency agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## **7. Buy America Requirements** (Certification Required)

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

## **8. Charter Bus and School Bus Requirements** (N/A)

## **9. Cargo Preference**

46 U.S.C. 55305 and 46 CFR Part 381 impose cargo preference requirements in contracts and subcontracts in which equipment, materials or commodities may be transported by ocean vessel in carrying out the project. If the Contractor has knowledge of or anticipates any equipment, materials or commodities that may be shipped by ocean vessel, the Contractor is obligated to inform the City of San Fernando, so that additional requirements and clauses may be attached to this Contract.

## **10. Seismic Safety Standards**

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

## **11. Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **12. Clean Water Requirements**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Agency agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **13. Bus Testing** (N/A)

## **14. Pre-Award and Post Delivery** (N/A)

## **15. Lobbying** (Certification Required)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

## **16. Access to Records and Reports**

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.



4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

## **17. Federal Changes**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City of San Fernando and FTA (via LACMTA), as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

## **18. Bonding Requirements**

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
  - 1. 50% of the contract price if the contract price is not more than \$1 million;
  - 2. 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
  - 3. \$2.5 million if the contract price is more than \$5 million.
- d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

#### **Bid Bond Requirements (Construction)**

- a. Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to the City of San Fernando and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

- b. Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by the City of San Fernando to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of the City of San Fernando.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of the City of San Fernando, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of City of San Fernando damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by the City of San Fernando as provided in [Item x "Bid Security" of the Instructions to Bidders] shall prove inadequate to fully recompense the City of San Fernando for the damages occasioned by



default, then the undersigned bidder agrees to indemnify the City of San Fernando and pay over to the City of San Fernando the difference between the bid security and the City of San Fernando total damages, so as to make the City of San Fernando whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

### **Performance and Payment Bonding Requirements (Construction)**

The Contractor shall be required to obtain performance and payments bonds as follows:

a. Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless, the City of San Fernando determines that a lesser amount would be adequate for the protection of the City of San Fernando.
2. The City of San Fernando may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City of San Fernando may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

b. Payment bonds

1. The penal amount of the payment bonds shall equal:
  - i. Fifty percent of the contract price if the contract price is not more than \$1 million.
  - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
  - iii. Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the City of San Fernando may require additional protection as required by subparagraph 1 if the contract price is increased.

### **Performance and Payment Bonding Requirements (Non-Construction)**

The Contractor may be required to obtain performance and payment bonds when necessary to protect the City of San Fernando interest.

a. The following situations may warrant a performance bond:

1. The City of San Fernando property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. A contractor sells assets to or merges with another concern, and the City of San Fernando, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
  3. Substantial progress payments are made before delivery of end items starts.
  4. Contracts are for dismantling, demolition, or removal of improvements.
- b. When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:
1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the City of San Fernando determines that a lesser amount would be adequate for the protection of the City of San Fernando.
  2. The City of San Fernando may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City of San Fernando may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- c. A payment bond is required only when a performance bond is required, and if the use of payment bond is in the City of San Fernando interest.
- d. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:
1. The penal amount of the payment bonds shall equal:
    - i. Forty percent of the contract price if the contract price is not more than \$1 million.
    - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
    - iii. Two and one half million if the contract price is increased.

#### **Advance Payment Bonding Requirements**

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The City of San Fernando shall determine the amount of the advance payment bond necessary to protect the City of San Fernando.

#### **Patent Infringement Bonding Requirements (Patent Indemnity)**

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The City of San Fernando shall determine the amount of the patent indemnity to protect the City of San Fernando.

## **Warranty of the Work and Maintenance Bonds**

1. The Contractor warrants to the City of San Fernando, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by City of San Fernando, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the City of San Fernando, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by the City of San Fernando and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the City of San Fernando.

As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to City of San Fernando written by the same corporate surety that the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

## **19. Clean Air**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **20. Recycled Products**

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, (42 U.S.C. 6962), including but not

limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## **21. Davis-Bacon and Copeland Anti-Kickback Acts**

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

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

1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

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

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

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

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

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

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an

additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

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

(2) **Withholding** – The City of San Fernando shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City of San Fernando may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until

such violations have ceased.

**(3) Payrolls and basic records -** (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City of San Fernando for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

1. (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
2. (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.



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

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**(4) Apprentices and trainees -** (i) *Apprentices* - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in



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

(ii) *Trainees* - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

**(6) Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

**(8) Compliance with Davis-Bacon and Related Act requirements** - All rulings and

interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

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

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

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

## **22. Contract Work Hours and Safety Standards**

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment or the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** - The City of San Fernando shall be upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld,

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

4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this certification and also a clause requiring the subcontractor to include these clauses in any subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

#### **Section 107 (OSHA):**

(This section is applicable to construction contracts only.)

#### **Contract Work Hours and Safety Standards Act:**

(i) The Contractor agrees to comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(ii) **Subcontracts:** The Contractor also agrees to include the requirements of this certification in each subcontract. The term "subcontract" under this certification is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this certification if the work in question involves the performance of construction work and is performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials, which will become an integral part of the construction, is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this certification do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

### **23. No Government Obligation to Third Parties**

1. The Purchaser and Contractor acknowledges and agrees that, notwithstanding any concurrences by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any

obligations or liabilities to the Agency, or any other party (whether or not a party to the contract) pertaining to any matter resulting from the underlying contract.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **24. Termination**

- a. **Termination for Convenience (General Provision)** The City of San Fernando may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of San Fernando to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of San Fernando, the Contractor will account for the same, and dispose of it in the manner the City of San Fernando directs.
- b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of San Fernando may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of San Fernando that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of San Fernando, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- c. **Opportunity to Cure (General Provision)** The City of San Fernando in its sole discretion may, in the case of a termination for breach or default, allow the Contractor thirty (30) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If the Contractor fails to remedy to the City of San Fernando satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within [ten (10) days] after receipt by Contractor of written notice from the City of San Fernando setting forth the nature of said breach or default, the City of San Fernando shall have the right to terminate the contract without any further obligation to the Contractor. Any such

termination for default shall not in any way operate to preclude the City of San Fernando from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

- d. **Waiver of Remedies for any Breach** In the event that the City of San Fernando elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the City of San Fernando shall not limit the City of San Fernando remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.
- e. **Termination for Convenience (Professional or Transit Service Contracts)** The City of San Fernando, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the City of San Fernando shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of San Fernando may terminate this contract for default. The City of San Fernando shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of San Fernando.

- g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the City of San Fernando may terminate this contract for default. The City of San Fernando shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of City of San Fernando goods, the Contractor shall, upon direction of the City of San Fernando, protect and preserve the goods until surrendered to the City of San Fernando or its agent. The Contractor and the City of San Fernando shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of San Fernando.

- h. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the City of San Fernando may terminate this contract for default. The City of San Fernando shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the City of San Fernando may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City of San Fernando resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

- a. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the City of San Fernando, acts of another Contractor in the performance of a contract with the City of San Fernando, epidemics, quarantine restrictions, strikes, freight embargoes; and
- b. the contractor, within [10] days from the beginning of any delay, notifies the City of San Fernando in writing of the causes of delay. If in the judgment of the City of San Fernando, the delay is excusable, the time for completing the work shall be extended. The judgment of the City of San Fernando shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the City of San Fernando.

- i. **Termination for Convenience or Default (Architect and Engineering)** The City of San Fernando may terminate this contract in whole or in part, for the City of San Fernando convenience or because of the failure of the Contractor to fulfill the contract obligations. The City of San Fernando shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.



If the termination is for the convenience of the City of San Fernando, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the City of San Fernando may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the City of San Fernando.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of San Fernando.

- j. **Termination for Convenience of Default (Cost-Type Contracts)** The City of San Fernando may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the City of San Fernando or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the City of San Fernando, or property supplied to the Contractor by the City of San Fernando. If the termination is for default, the City of San Fernando may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of San Fernando and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the City of San Fernando, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

- k. If, after serving a notice of termination for default, the City of San Fernando determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the City of San Fernando, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

## **25. Government Wide Debarment and Suspension (Certification Required)**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City of San Fernando. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City of San Fernando, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **26. Privacy Act** (N/A)

## **27. Civil Rights Requirements**

**The following requirements apply to the underlying contract.**

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C., 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal Transit Law, the Agency r agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Agency agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
  - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 5332, the Agency r agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 relating to Equal Employment Opportunity as amended by Executive Order 11375, "Amending executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C., 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Agency agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation;



and selection for training, including apprenticeship. In addition, the Agency agrees to comply with any implementing requirements FTA may issue.

- b. *Age* – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C, 1212, the Agency agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - c. *Disabilities* – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C., 12112, the Agency agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **28. Patent and Rights in Data** (N/A)

#### **29. Transit Employee Protective Agreements** (N/A)

#### **30. Disadvantaged Business Enterprise (DBE) Provision.**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs and with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101. **A separate contract goal of 13.52% DBE participation has been established for this procurement.** The City of San Fernando, as a recipient of federal financial assistance, is required to implement the Los Angeles County Metropolitan Transportation Authority’s (Metro’s) Disadvantaged Business Program in accordance with federal regulation 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT). City of San Fernando is required to include all other DBE requirements and flow-down clauses in their solicitation and contract(s) as identified in the RC-DBE Instructions Attachment (Attachment A2) for DOT-Assisted Contracts and Disadvantaged Business Enterprise Implementation Agreement for Subrecipients.

#### **31. Drug and Alcohol Testing** (N/A)

#### **32. Incorporation of Federal Transit Administration (FTA) Terms**

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by The United States Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1F](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the City of San Fernando requests which would cause the City of San Fernando to be in violation of the FTA terms and conditions.

### **33. TVM Certifications** (N/A)

### **34. Metric Requirements**

To the extent required by DOT or FTA, the Contractor agrees to use the metric system of measurement in its Contract activities as may be required by 49 U.S.C. Section 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal government Programs," 15 U.S.C. Sect 205a; and other regulations, guidelines and policies issued by DOT or FTA. To the extent practicable and feasible, the Contractor agrees to accept products and services with dimensions expressed in the metric system of measurement.

### **35. Notice of Federal Participation**

In the announcement of any third-party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the Purchaser agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract (Public Law 102-141).

### **36. Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, Abuse, or Other Legal Matters**

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result

in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b). Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

### **37. Solid Wastes (Recovered Materials)**

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  1. Procure or obtain;
  2. Extend or renew a contract to procure or obtain; or
  3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

### **39. Special DOL EEO Clause for Construction Projects**

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The

contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

#### **40. Trafficking in Persons**

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

#### **41. Veterans Hiring Preference**

Veterans Employment - Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

## **42. Federal Tax Liability and Recent Felony Convictions**

(1) The contractor certifies that it:

- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

- (2) Flow Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

## Certificate for Buy America

**Certification requirement for procurement of steel, iron, or manufactured products. Only sign one or the other (compliance or Non-compliance).**

### *Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

### *Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_



## Required Certificate for Lobbying

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.* )]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands

and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

## Certification for Suspension and Debarment

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

*(To be submitted with all bids exceeding \$25,000.)*

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

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

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

**ATTACHMENT A2**

**RC-DBE INSTRUCTIONS**

**For**

**The City of San Fernando**

**Revised March 2023**

**RC-DBE LANGUAGE  
RACE-CONSCIOUS INSTRUCTIONS  
FOR  
DOT-ASSISTED CONTRACTS**

The City of San Fernando has established a RC-DBE contract goal for this Agreement of 13.52%. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

**1. DEFINITIONS**

- a. The term "Disadvantaged Business Enterprise" or DBE means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- b. The Term "Race Conscious Disadvantaged Business Enterprise" or RC-DBE. DBE classes have been determined to have a statistically significant disparity in their utilization in previously awarded transportation contracts. RC-DBE's include all DBE groups, specifically: Black Americans, Native Americans, Asian-Pacific Americans, Hispanic Americans, Subcontinent Asian Americans, and Women
- c. The term "Agreement" also means "Contract."
- d. Agency also means the local entity entering into this contract with the Consultant.
- e. The term "Bidder" shall mean prime contractor or prime consultant submitting a bid or proposal to recipient organization. The terms "Proposer" or "Offeror" may also be used in lieu of "Bidder."
- f. The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

**2. AUTHORITY AND RESPONSIBILITY**

- a. DBE's and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (see 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Contractor should ensure that DBE's and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The Proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

- b. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBE's.

### **3. SUBMISSION OF RC-DBE INFORMATION**

If there is a RC-DBE contract goal on this contract, the Proposer, in order to be considered responsible and responsive, must make good faith efforts to meet the goal established for the contract. If the goal is not met, the Proposer must document adequate good faith efforts and submit documentation at the time of bid or proposal due date. If the Proposer fails to submit good faith effort documentation at the time of bid or proposal due date, the Proposer will be considered non-responsive. Only RC-DBE firms certified through the CUCP will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

For contracts with RC-DBE contract goals, the resulting contractor shall utilize the specific DBEs listed unless the contractor obtains the City of San Fernando prior written consent and unless the City of San Fernando's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

All Proposers are required to submit the following items to the City of San Fernando:

1. The name and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform. Each DBE must be certified in the NAICS code applicable to the work the firm will perform on the contract;
3. The dollar amount of the participation of each DBE firm;
4. Written documentation of the proposer's commitment to use the DBE subcontractor (the signed RC-DBE Commitment Form and/or other documentation) whose participation it submits to meet a RC-DBE contract goal;
5. Written confirmation from each listed DBE firm that it is participating in the contract in the kind of work and amount of work provided in the proposer's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

If Proposer does not meet DBE goal at time of proposal due date, Proposer must submit its good faith efforts as follows:

1. At time of proposal or bid due date, as a matter of responsiveness, or
2. No later than 5 days after bid opening as a matter of responsibility.

### **4. RC-DBE PARTICIPATION GENERAL INFORMATION**

It is the Proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and Metro's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- a. A RC-DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

- b. A certified RC-DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- c. A RC-DBE Proposer not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following;
  - i. The Proposer is a RC-DBE and will meet the goal by performing with its own forces.
  - ii. The Proposer will meet the goal through work performed by RC-DBE subcontractors, suppliers or trucking companies.
  - iii. The Proposer, prior to bidding, made adequate good faith efforts to meet the goal.
- d. A RC-DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- e. A RC-DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a RC-DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- f. The Proposer shall list only one subcontractor for each portion of work as defined in their bid and all RC-DBE subcontractors should be listed in the bid list of subcontractors. Firms to be counted toward the DBE Goal must be certified by bid/proposal due date.
- g. A prime contractor who is a certified RC-DBE is eligible to claim all of the work in the agreement toward the RC-DBE participation except that portion of the work to be performed by non-DBE subcontractors.
- h. In order to identify certified DBEs, you must only use the California Unified Certification Program Database (CUCP). **Certifications from other agencies or organizations will not be accepted.**

## 5. RESOURCES

- a. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposers may call (916) 440-0539 for web or download assistance.
- b. Access the CUCP database from the Department of Transportation, Civil Rights, Disadvantaged Business Enterprise Program website at: <https://californiaucp.dbesystem.com>.

- i. Click on *Search for Certified Firms*
- ii. Searches can be performed by one or more criteria
- iii. Follow instructions on the screen

**6. MATERIALS OR SUPPLIES PURCHASED FROM DBEs COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A RC-DBE, PURCHASES WILL COUNT TOWARDS THE RC-DBE CONTRACT GOAL UNDER THE FOLLOWING CONDITIONS:**

- a. If the materials or supplies are obtained from a RC-DBE manufacturer, 100 percent of the cost of the materials or supplies count towards the goal. A RC-DBE manufacturer is a firm that operates, or maintains a factory, or establishment that produces on the premises that materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- b. If the materials or supplies purchased from a RC-DBE regular dealer, count 60 percent of the cost of the materials or supplies. A RC-DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specification and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of doing business. To be a RC-DBE regular dealer the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a RC-DBE regular dealer, in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- c. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not RC-DBE regular dealers within the meaning of this section.
- d. Materials or supplies purchased from a RC-DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies required or fees or transportation charges for the delivery of materials or supplies on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBEs WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A RC-DBE, CREDIT WILL COUNT TOWARDS THE RC-DBE CONTRACT GOAL UNDER THE FOLLOWING CONDITIONS:**

- a. The RC-DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular agreement, and there cannot be a contrived arrangement for the purpose of meeting the RC-DBE contract goal.



- b. The RC-DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the agreement.
- c. The RC-DBE receives credit for the total value of the transportation services it provides on the agreement using trucks it owns, insures, and operates using drivers it employs.
- d. The RC-DBE may lease trucks from another RC-DBE firm including an owner-operator who is certified as a RC-DBE. A RC-DBE who leases trucks from another RC-DBE receives credit for the total value of the transportation services the lessee RC-DBE provides on the agreement.
- e. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- f. The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- g. For the purposes of this section, a lease must indicate that the RC-DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the RC-DBE, as long as the lease gives the RC-DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the RC-DBE.

## **8. DBE SUBCONTRACTING FLOW DOWN REQUIREMENTS:**

### **a. CONTRACT ASSURANCE**

Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

## **b. PROMPT PAYMENT PROVISIONS**

The DBE Program, 49 CFR, Part 26, requires that any delay or postponement of payment over 30 days may take place only for good cause and with the City of San Fernando's prior written approval. The California Business and Professions Code, under Section 7108.5, requires that on public works projects, a prime contractor or subcontractor pay to any subcontractor not later than seven (7) days after receipt of each progress payment, unless otherwise agreed to in writing. Any violation of this provision shall subject the violating Contractor or Subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. Metro's DBE Program with FTA funds requires a prime contractor or subcontractor pay to any subcontractor not later than seven (7) days after receipt of each progress payment for all contracts.

These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance by a Subcontractor. Any delay or postponement of payment from the above-referenced timeframes may occur only for good cause following written approval from the City of San Fernando. Failure to comply with this provision without prior approval from the City of San Fernando will constitute noncompliance, which may result in the application of appropriate administrative sanctions, including, but not limited to, withholding of payment to the Contractor of two percent (2%) of the invoice amount due per month, for every month that full payment is not made in accordance with these prompt payment requirements. These requirements apply to both DBE and non-DBE subcontractors.

### *Prompt Progress Payments to Subcontractors*

Contractor will include a contract clause that will require Subcontractors to pay each lower tiered Subcontractor participating on the Project for satisfactory performance of its contract no later than 7 days from the receipt of each payment the Subcontractor receives from Contractor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of San Fernando. This clause applies to both DBE and non-DBE Subcontractors.

You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor no later than 30 days after the subcontractor's work is satisfactorily completed.

### **Prompt Payment of Withheld Funds to Subcontractors**

The City of San Fernando shall identify one of the provisions below and include the selected provision in their federal-aid contracts to ensure prompt and full payment of retainage, if applicable, to subcontractors in compliance with 49 CFR 26.29.

☐ Provision #1 – No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies

specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

□ Provision #2 – No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor after the subcontractor's work is satisfactorily completed within the following timeframe:

1. For construction subcontracts, retainage must be paid within seven (7) days of receipt unless otherwise agreed to in writing for construction work completed (Section 7108.5 of the CBPC and Section 10262 of the CPCC)

Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

□ Provision #3 – The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency within the following timeframe:

1. For construction subcontracts, retainage must be paid within seven (7) days of receipt unless otherwise agreed to in writing for construction work completed (Section 7108.5 of the CBPC and Section 10262 of the CPCC)

Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**c. TERMINATION/SUBSTITUTION**

The contractor must promptly notify the City of San Fernando, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at

least the same amount of work. The contractor may not terminate any DBE subcontractor without prior written consent of the City of San Fernando. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of San Fernando. The contractor must give the DBE five days to respond to the contractor's written notice and advise the City of San Fernando and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City of San Fernando should not approve the contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the City of San Fernando may provide a respond period shorter than five days. The City of San Fernando shall review the termination/substitution request based on the reasons provide in 49 CFR 26.53. The contractor will include a contract clause stating:

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the written consent of the City of San Fernando and that, unless the written consent of the City of San Fernando is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The contractor must make available upon request by the City of San Fernando a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or an agreement with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with this part's provisions.

**d. FAILURE TO COMPLY**

Failure of the Contractor to comply with any DBE requirement of 49 CFR Part 26 as amended, may subject Contractor to formal enforcement action or appropriate sanctions by LACMTA, such as the termination of the contract, progressive payment withholding until deficiencies are remedied, and any additional enforcement allowed by the contract.

**INSTRUCTIONS - BIDDER'S LIST OF SUBCONTRACTORS  
(DBE AND NON-DBE) PART I AND PART II  
(CONSTRUCTION CONTRACTS)**

**ALL PROPOSERS:**

The U.S. Department of Transportation (DOT) requires the City of San Fernando to maintain a "Bidders List" containing information about all firms (DBE and non-DBE) that bid, propose or quote on the City of San Fernando's DOT-assisted contracts, in accordance with 49 CFR Part 26.11, for use in the Metro's overall triennial DBE goal-setting process. Therefore, the Proposer shall provide the requested information for every firm who submitted a quote, bid, or proposal, including the primary Proposer, whether successful or unsuccessful in their attempt to obtain a contract:

- a. Firm name;
- b. Firm address;
- c. Phone number
- d. A description of the work that each DBE will perform;
- e. Range of annual gross receipts for the last year;

**PART I** - Identifies all subcontractors (DBE and Non-DBE) that provided a quote, bid, or proposal.

**PART II** - Identifies all subcontractors (DBE and Non-DBE) that provided a quote, bid, or proposal but were not selected to participate as a subcontractor on the project.

It is the Proposers responsibility to verify that the RC-DBE(s) falls into one of the following six groups in order to count towards the RC-DBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Hispanic American, 5) Subcontinent Asian American, and 6) Women.

## RFP FORM \_\_ – BIDDERS LIST

**Proposer**

**RFP Number**

The U.S. Department of Transportation (DOT) requires City of San Fernando to create and maintain a Bidders List containing information about all firms (DBEs and non-DBEs) that bid, propose, or quote on City of San Fernando's DOT-assisted contracts in accordance with 49 C.F.R., Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Proposer is to complete all requested information for every firm that submitted a bid, proposal, or quote, including the Proposer itself and any proposed subconsultants. The Bidders List form shall be submitted with each proposal submitted by the Proposer to City of San Fernando and for all bids, proposals, or quotes received by the Proposer for the pre-construction phase of this Project. Please note that City of San Fernando will request that this form be executed again if Proposer is awarded construction work on the Project as new subcontractors will then need to be identified. ***The Bidders List content will not be considered in evaluating the proposal or determining award of any contract.***

### 1.0 Proposer's Information

Name of Prime's Firm:			Phone: (       )       -	
Firm Address:			Email Address:	
<div style="display: flex; justify-content: space-between;"> <span>City</span> <span>ST</span> <span>ZIP</span> </div>			Type of work/services/materials provided:	
Number of years in business:				
Contact Person:			Title:	
Is the firm currently certified as a DBE under 49 C.F.R., Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No			Check the box below for your firm's annual gross receipts last year:	
Proposer has DBE Certification in the following categories (place an "X"): <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> Black American</div> <div style="width: 50%;"><input type="checkbox"/> Asian Pacific American</div> <div style="width: 50%;"><input type="checkbox"/> Native American</div> <div style="width: 50%;"><input type="checkbox"/> Women</div> <div style="width: 50%;"><input type="checkbox"/> Hispanic American</div> <div style="width: 50%;"><input type="checkbox"/> Subcontinent Asian American</div> <div style="width: 50%;"><input type="checkbox"/> Other</div> </div>			<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million	

## RFP FORM \_\_ (CONT'D) – BIDDERS LIST

**Note:** Each proposed subconsultant shall complete this form, and the Proposer will submit it with its proposal.

1.0 Subconsultant's Information			
Name of Subconsultant's Firm:		Phone: (       )       -	
Firm Address:		Email Address:	
City	ST	ZIP	
Number of years in business:		Type of work/services/materials provided:	
Contact Person:		Title:	
Is the subconsultant's firm currently certified as a DBE under 49 C.F.R., Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No		Check the box below for your firm's annual gross receipts last year:	
Subconsultant has DBE Certification in the following categories (place an "X"): <input type="checkbox"/> Black American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Women <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other		<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million	

If necessary, this Bidders List form can be duplicated to include all firms (DBEs and non-DBEs) that have submitted a bid, proposal, or quote on this DOT-assisted Project, whether successful or unsuccessful in their attempt to obtain a contract.

## INSTRUCTIONS - LOCAL AGENCY PROPOSER RC-DBE COMMITMENT

### ALL PROPOSERS:

**PLEASE NOTE:** It is the proposer's responsibility to verify that the RC-DBE(s) falls into one of the following groups in order to count towards the RC-DBE contract goal: 1) Black Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Hispanic Americans, 5) Subcontinent Asian Americans, and 6) Women. This information must be submitted with your proposal. Failure to submit the required RC-DBE commitment will be grounds for finding the proposal nonresponsive.

A "RC-DBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: Black Americans, Native Americans, Asian-Pacific Americans, Hispanic American, Subcontinent Asian American, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract RC-DBE goal.

The form has a column for the Description of Work, Service or Materials Supplied to be subcontracted to RC-DBEs (or performed if the proposer is a RC-DBE). The RC-DBE prime contractors shall indicate all work to be performed by RC-DBEs including work to be performed by its own forces, if a RC-DBE. The RC-DBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter RC-DBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified RC-DBEs to perform the work (must be certified on the date proposals are due and include RC-DBE address and phone number).

There is a column for the dollar amount of each RC-DBE. Enter the Total Claimed RC-DBE Participation dollar amount and percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the RC-DBE, describe exact portion of time to be performed or furnished by the RC-DBE.) **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O2 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.



## LOCAL AGENCY PROPOSER RC-DBE COMMITMENT

**This form must be submitted with the proposal.**

1. Local Agency _____		2. Contract RC-DBE Goal (%) _____	
3. Project Description _____			
4. Project Location _____			
5. Proposer's Name _____		6. Prime Certified DBE <input type="checkbox"/> 7. Total Contract Award Amount: _____	
8. Total Dollar Amount for ALL Subcontractors _____		9. Total Number of ALL Subcontractors _____	

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information (must be certified prior to submission-include RC-DBE name, address and phone number)	13. DBE Dollar Amount

<p style="text-align: center;"><b>FOR AGENCY TO COMPLETE</b></p> <p>20. Agency Contract Number _____</p> <p>21. Federal-Aid Project Number _____</p> <p>22. Contract Execution Date _____</p> <p>Agency certifies that the DBE certifications have been verified and all information is complete and accurate/unless noted otherwise.</p> <p>23. Signature of Agency Representative _____</p> <p>24. Date _____</p> <p>25. Agency Representative Name (please print or type) _____</p> <p>26. Agency Representative Title _____</p> <p>27. (       ) _____</p> <p>Phone Number _____</p>	<p>14. Total Claimed RC-DBE Commitment: \$ _____ %</p> <p>15. Signature of Proposer _____</p> <p style="text-align: center;">(       ) -</p> <p>16. Date _____</p> <p>17. Phone Number _____</p> <p>18. Name of Proposer (please print or type) _____</p> <p>19. Title of Proposer _____</p>
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**Distribution:** (1) Original - Agency files

Local Agency Proposer RC-DBE Commitment (Consultant Contracts) – Rev 012623

## RC-DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. CA-04-0088 Bid Opening Date: \_\_\_\_\_

The City of San Fernando has established a Race-Conscious Disadvantaged Business Enterprise (RC-DBE) goal of 13.52% for this project. The information provided herein shows that a good faith effort was made. Good Faith Efforts documentation must be submitted with the Bid/Proposal or Contractor will be deemed non-responsive to the DBE requirements.

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

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

The following types of actions will be considered as part of the Proposer's Good Faith Efforts to obtain RC-DBE participation:

- a. The names and dates of each publication in which a request for RC-DBE participation for this project was placed by the Proposer. Attach copies of advertisements or proofs of publication:

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

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

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

- c. The items of work which the Proposer made available to RC-DBE firms, including, where appropriate, any break down of the contract work items (including those items normally performed by the Proposer with its own forces) into economically feasible units to facilitate RC-DBE participation. It is the Proposer's responsibility to demonstrate that sufficient work was made available to facilitate RC-DBE participation as follows (please provide documents that sufficiently evidence the effort):

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

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

1. Names, addresses and phone numbers of rejected RC-DBEs and the reasons for the Proposer's rejection of the RC-DBEs:

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

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

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- f. Efforts made to assist interested RC-DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the RC-DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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- g. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using RC-DBE firms. Attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.

Name of Agency/Organization	Method/Date of Contact	Results

- h. Any additional data to support a demonstration of good faith efforts please include here.

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**Proposers are advised to attach all requested documents to this form.  
Include any and all supplemental materials necessary in order to demonstrate Good Faith Efforts.**

## **INSTRUCTIONS – SUMMARY OF MONTHLY DBE PAYMENTS INFORMATION CITY OF SAN FERNANDO, FORM NO. 103**

### **SUCCESSFUL PROPOSER:**

This form requires specific information regarding the disadvantaged business enterprise subcontractors paid on this construction contract.

The form must be completed for all DBEs – including all RC-DBEs paid for each monthly period. The form requires that the Reporting Period (month/year) be included. A Report Number should also be completed. This field should include a sequential number with the first form having number “1”. The date prepared should also be included.

**IMPORTANT:** Identify **all** DBE firms that were paid during the reporting period for the project--including all RC-DBEs listed on the RC-DBE Commitment form (Exhibit 15G(1)), regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the “Dollars Paid This Month”. Enter the Total amount paid for each DBE firm for the reporting period. Also include the total amount paid to date, which shall include the amount paid for the current reporting period.

Include the Schedule Activity ID for construction contracts. Include a brief description for the type of work performed. The original dollar amount committed to the DBE firm should be included in the appropriate Column and any increase or decrease in the subcontract amount resulting from a change order shall be included in the “Dollar +/- resulting from Change order Activity” column.

City of San Fernando Form 103 must be signed and dated by the prime contractor’s representative that is responsible for reporting DBE compliance matters. The form must be submitted no later than the 15<sup>th</sup> day of each month.

<b>DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBCONTRACTORS PAID REPORT</b> <b>Reporting Period (Month/Yr) :</b> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></span> <span style="float: right;"><b>FORM 103</b> <small>(Please Print or Type)</small></span>							
1) Project Name:		2) Report No.:	1	3) Prime:			
4) Project Location:		6) Contract No.:		8) Prepared By:			
7) Prime Contractor:		8) Original Award Amount:		9) Phone #:			
10) Address:		11) Current Contract Value:		12) Contact Person:			
		13) Payment this month:		14) Phone #:			
16) City, State, Zip Code:		18) Total \$ Paid to-date to Prime:		17) Signature:			
18) Contract Award Date:		18) Date of last progress payment received from MTA:		20) (Title):			
21) DBE (committed) Goal:		22) % of project complete:					
Subrecipient - Local Agency No. 2 (Subrecipient Name)		24) DOLLARS PAID THIS MONTH	25) DOLLAR AMOUNT PAID-TO-DATE	26) (Construction only) Schedule Activity I.D.	27) TYPE OF WORK PERFORMED	28) Original Dollar Amount COMMITTED	29) Dollar +/- resulting from Change order activity
23) PRIME							
NAME							
ADDRESS							
(Area Code) PHONE		\$ -	\$ -			\$ -	
CONTACT							
SUBCONTRACTOR/SUPPLIER #1		-					
NAME							
ADDRESS							
(Area Code) PHONE		\$ -	\$ -			\$ -	
CONTACT							
SUBCONTRACTOR/SUPPLIER #2		-					
NAME							
ADDRESS							
(Area Code) PHONE		\$ -	\$ -			\$ -	
CONTACT							
SUBCONTRACTOR/SUPPLIER #3		-					
NAME							
ADDRESS							
(Area Code) PHONE		\$ -	\$ -			\$ -	
CONTACT							
SUBCONTRACTOR/SUPPLIER #4		-					
NAME							
ADDRESS							
(Area Code) PHONE		\$ -	\$ -			\$ -	
CONTACT							
SUBCONTRACTOR/SUPPLIER #5		-					
<b>Special Instructions:</b> The Prime shall make prompt payment of all monies due and owed to DBE and non-DBE firms within 7 business days upon receipt of payment from Agency as per contract agreement and Prompt Payment Act. Payment of retention shall be made to all DBE and non-DBE subcontractors within 7 days after satisfactory completion of the subcontracted work. The Form 103 is due by the 15th of each month and should reflect all payments made to subs through the last day of the previous month. The Prime must report monthly for the life of the contract, even if the sub(s) did not perform any work for the previous month.							

REPORTING PERIOD (Month/Yr):

FORM 103 (Page 2)

[illegible]

## **Exhibit No. 1**

# **Recycling of Construction Materials**



# Recycling of Construction Materials

## RECYCLING OF MATERIALS

The Contractor shall complete the Construction and Demolition Debris Waste Reduction Recycling Plan by filling the attached Construction and Demolition Debris Form, of these specifications. Contractor is required to obtain the services of **REPUBLIC SERVICES** under the exclusive franchise agreement with the City and will be responsible to pay any additional charges for the appropriate disposal of Construction and Demolition (C&D) recycling.

# Construction & Demolition Debris Waste Reduction & Recycling Plan [WRRP]



CITY OF  
*San Fernando*  
Historic & Visionary

PUBLIC WORKS DEPARTMENT  
117 MACNEIL STREET  
SAN FERNANDO, CALIFORNIA 91340-2993

This form must be completed for the following types of projects:

- All New Construction (non-residential and residential).
- Demolition (non-residential and apartment house).
- Addition/Alteration (non-residential and apartment house) with construction valuation \$50,000 or greater or 1,000 sq. ft. or greater

NOTE: Building Permits for listed projects will not be issued without an approved WRRP. Allow 3-5 business days for processing your WRRP. A separate WRRP is required for each building permit issued.

Submit with Permit Application to: Department of Public Works, 117 Macneil Street, San Fernando.  
If you have questions, please contact Manuel Fabian, Civil Engineering Assistant II, (818) 898-1243 or [mfabian@sfcity.org](mailto:mfabian@sfcity.org)

Permit # \_\_\_\_\_  
Project Address (include floor, suite, etc.): \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Contact Mailing Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
1. Type of Project: ☐ New Construction ☐ Addition/Alteration ☐ Demolition  
2. Type of Building: ☐ Commercial Single ☐ Family Residence ☐ Apartment  
3. Tenant Improvement: ☐ Yes ☐ No  
4. Size of Project \_\_\_\_\_ sq. ft. Construction Valuation \$ \_\_\_\_\_  
5. Estimated Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Estimated Completion Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Briefly state how waste materials will be handled at your job site to ensure salvage/reuse or recycling. Also explain how you will inform your workers/sub-contractors of your Waste Reduction and Recycling Plan requirements and ensure their participation.

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

## For City Use Only

Permit No: _____	Applic. Filed: ____/____/____	WRRP Submitted: ____/____/____
Project Name: _____	Permit Counter Staff Initials: _____	<input type="checkbox"/> OT:
Received: ____/____/____	Approved: ____/____/____	Type of Assistance: _____
DB: ____/____/____	Applicant Contacted: ____/____/____	Time Spent: _____
<input type="checkbox"/> 50% Diversion:	<input type="checkbox"/> Good Cause:	<input type="checkbox"/> Non-Attainment Hold Placed: ____/____/____
<input type="checkbox"/> Approved:	<input type="checkbox"/> Condition Approval:	<input type="checkbox"/> Not Approved Hold Removed: _____

Requirement: Reduce quantity of materials disposed at landfills by 50% or greater (determined by weight).

Column A: List Actual Quantities of waste for each material type (in tons). To convert yards to tons, use the Materials Conversion Worksheet provided in your packet.

Column B, C, D: List actual quantities reused, recycled, or disposed.

**Column E:** State the name of all vendors or facilities used to reuse, recycle or dispose of material listed. See example below for cases where more than one facility was used for a particular material type.

**Column Totals:** Add up all quantities listed in Column A. Do the same for Column B, C and D.

**Recycled Mixed Debris:** This category is only for mixed debris loads that were taken to a recognized facility for recycling (see list of Mixed Debris Recycling Facilities insert in your C & D Packet). Use the Materials Conversion Worksheet to calculate quantity of materials that can be credited as recycled. Receipts must be provided with your Summary Report to receive recycling credit.

Application/Permit # \_\_\_\_\_ Project Address: \_\_\_\_\_

Material Handling Methods - Indicate quantities (in tons only) for each material listed.					
Material Type	A Total Quantity Discarded	B Salvage Or Reuse	C Recycling	D Disposal	E Actual Destination (s)
Example: Cardboard	2 Tons		1.5	0.5	(Recycle) Davis St. Recycling Center (Outdoor) Davis St. Transfer Station
Asphalt & Concrete					
Brick/Masonry/Tile					
Building Materials (doors, windows, fixtures, etc.)					
Carpet					
Carpet Padding/Foam					
Cardboard					
Ceiling Tile (acoustic)					
Drywall (Used)					
Drywall (New, unpainted)					
Landscape Debris (brush, trees, stumps, etc.)					
Scrap Metal					
Unpainted wood & pallets					
Garbage/Trash					
Other (do not include dirt)					
Recycled Mixed Debris (see Instructions above)					
<b>Column Totals</b>					

7. Fill in the blanks below to determine if you met the City's requirement to reduce project waste by 50% or more.

Column Totals B \_\_\_\_\_ + C \_\_\_\_\_ - A \_\_\_\_\_ = \_\_\_\_\_ x 100 = \_\_\_\_\_ %

8. Is the percentage listed in question # 7 greater than or equal to 50%? ☐ YES ☐ NO  
If NO, explain why:

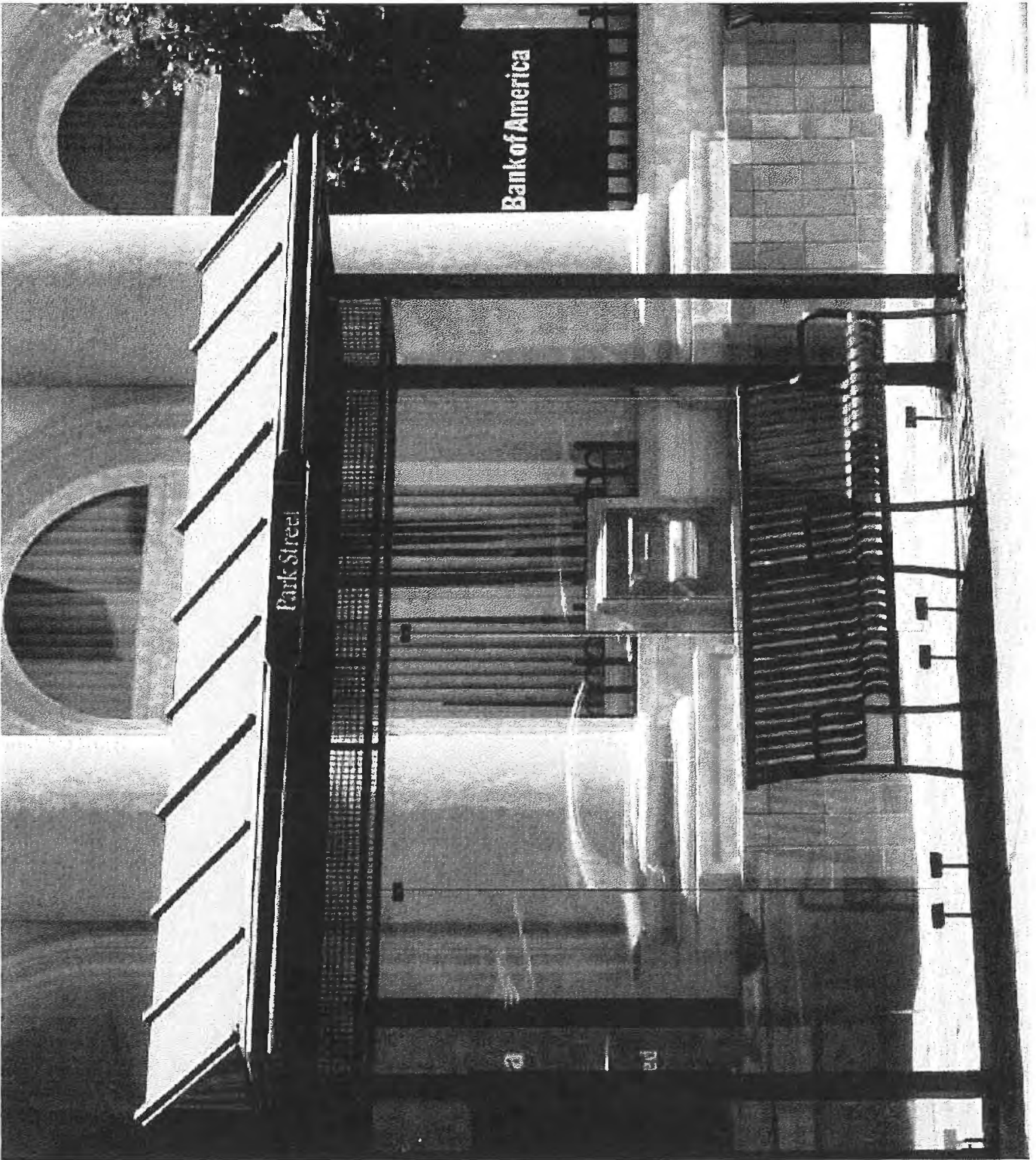
9. Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

## **Exhibit No. 2**

### **Bus Shelter Information**

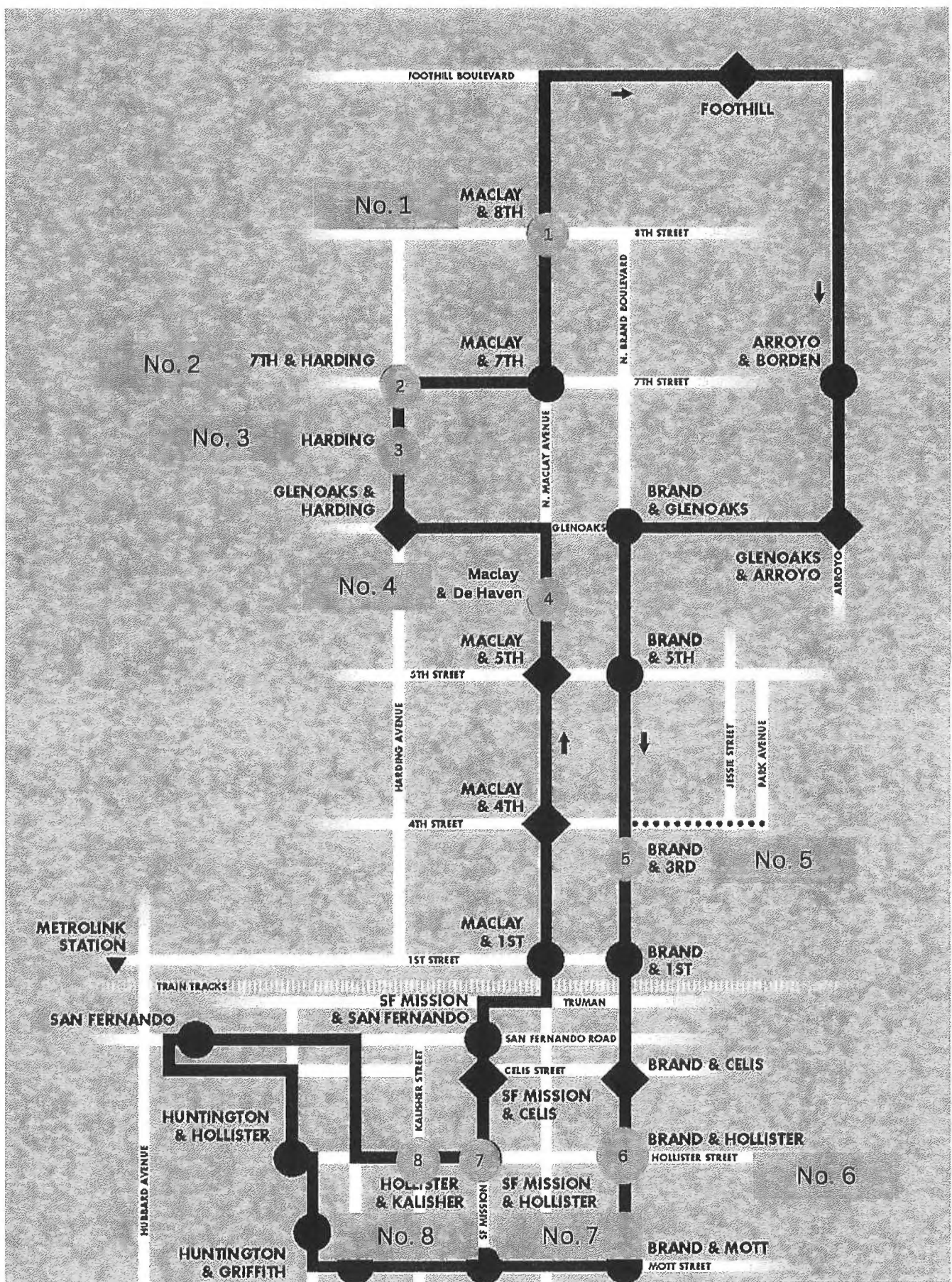




## **Exhibit No. 3**

### **Project Locations**



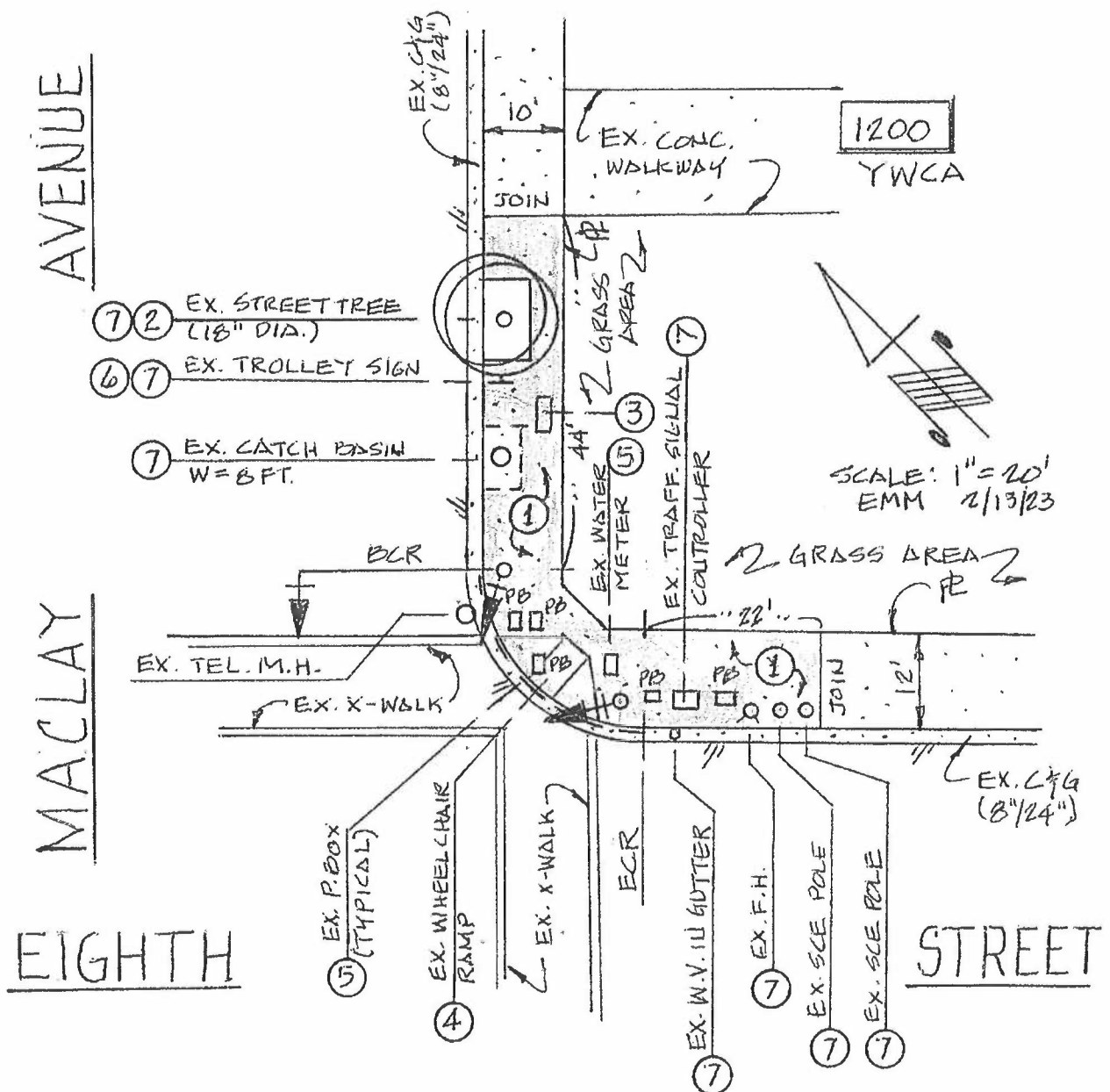


BUS SHELTER INSTALLATION PROJECT - MAP



## **Exhibit No. 4**

### **Bus Stop Improvement Locations**



City of San Fernando – Public Works Dept. – Engineering Division

## San Fernando Bus Shelter Project, Phase II

Location No. 1: Maclay Ave./Eighth St., N/E corner, Far Side

By: EIMM

Date: 4/5/23

Sheet 1 of 2

**General Notes:**

1. All work shall be performed per the Standard Specifications for Public Works Construction, 2018 Edition and Standard Plans for Public Works Construction, 2018 Edition, and to the satisfaction of the City Engineer.
2. The contractor shall notify Underground Service Alert at least 48 hours prior to start of work.
3. It shall be the responsibility of the contractor to locate and protect all structures, including substructures, including substructures shown on the plans. The contractor shall bear the entire cost of repairing or replacing any of said structures damaged by contractor during the prosecution of his work. All locations shown on the plans for utility lines have been taken from available records and their completeness and correctness are in no way warranted.
4. The contractor shall obtain a no-fee Public Works Permit prior to start of work.
5. The contractor and its subcontractors shall obtain a City of San Fernando business license prior to start of work.
6. The contractor shall provide a 24-hour telephone number to the City Engineer.
7. Traffic control is to be setup and maintained per WATCH Manual.
8. Contractor is to comply with NPDES requirements for dust and erosion control.
9. The contractor shall notify the City at least 48 hours prior to start of work.
10. Prior to start of construction, all survey monuments in the project area shall be located and tied out. All centerline monuments or ties lost or destroyed by this work shall be replaced by the surveyor and new ties sheets provided. Method of establishment shall be stated on the tie sheet.
11. The City inspector will layout the location of all concrete, AC patching and other improvements shown on the plans. These improvements as shown may vary slightly as to location.
12. All new sidewalks are to have 2% maximum cross-slope.
13. All changes to the plans must be approved in writing by the City Engineer.
14. Contractor shall backfill with planting soil, restore landscaped areas and irrigation affected by the work.
15. Contractor shall permanently remove Underground Service Alert markings after the completion of the work. Acceptable methods of removals are wet sandblasting, grinding and power wash. Painting over the markings will not be allowed.

City of San Fernando – Public Works Dept. – Engineering Division

***San Fernando Bus Shelter Project, Phase II***

Location No. 1: Maclay Ave./Eighth St., N/E corner, Far Side

By: EMM

Date: 4/5/23

**Sheet 2 of 2**



**Construction Notes:**

- ① Remove and reconstruct concrete sidewalk (4 in. thick, 390 Sq. Ft.).
- ② Remove and reconstruct concrete drive approach (6 in. thick, 276 Sq. Ft.).
- ③ Root prune private tree (16 in. dia.).
- ④ Remove and salvage existing bus bench.
- ⑤ Install new bus shelter (8 ft.).
- ⑥ Protect in place.

**General Notes:**

1. All work shall be performed per the Standard Specifications for Public Works Construction, 2018 Edition and Standard Plans for Public Works Construction, 2018 Edition, and to the satisfaction of the City Engineer.
2. The contractor shall notify Underground Service Alert at least 48 hours prior to start of work.
3. It shall be the responsibility of the contractor to locate and protect all structures, including substructures, including substructures shown on the plans. The contractor shall bear the entire cost of repairing or replacing any of said structures damaged by contractor during the prosecution of his work. All locations shown on the plans for utility lines have been taken from available records and their completeness and correctness are in no way warranted.
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7. Traffic control is to be setup and maintained per WATCH Manual.
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9. The contractor shall notify the City at least 48 hours prior to start of work.
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11. The City inspector will layout the location of all concrete, AC patching and other improvements shown on the plans. These improvements as shown may vary slightly as to location.
12. All new sidewalks are to have 2% maximum cross-slope.
13. All changes to the plans must be approved in writing by the City Engineer.
14. Contractor shall backfill with planting soil, restore landscaped areas and irrigation affected by the work.
15. Contractor shall permanently remove Underground Service Alert markings after the completion of the work. Acceptable methods of removals are wet sandblasting, grinding and power wash. Painting over the markings will not be allowed.

City of San Fernando – Public Works Dept. – Engineering Division

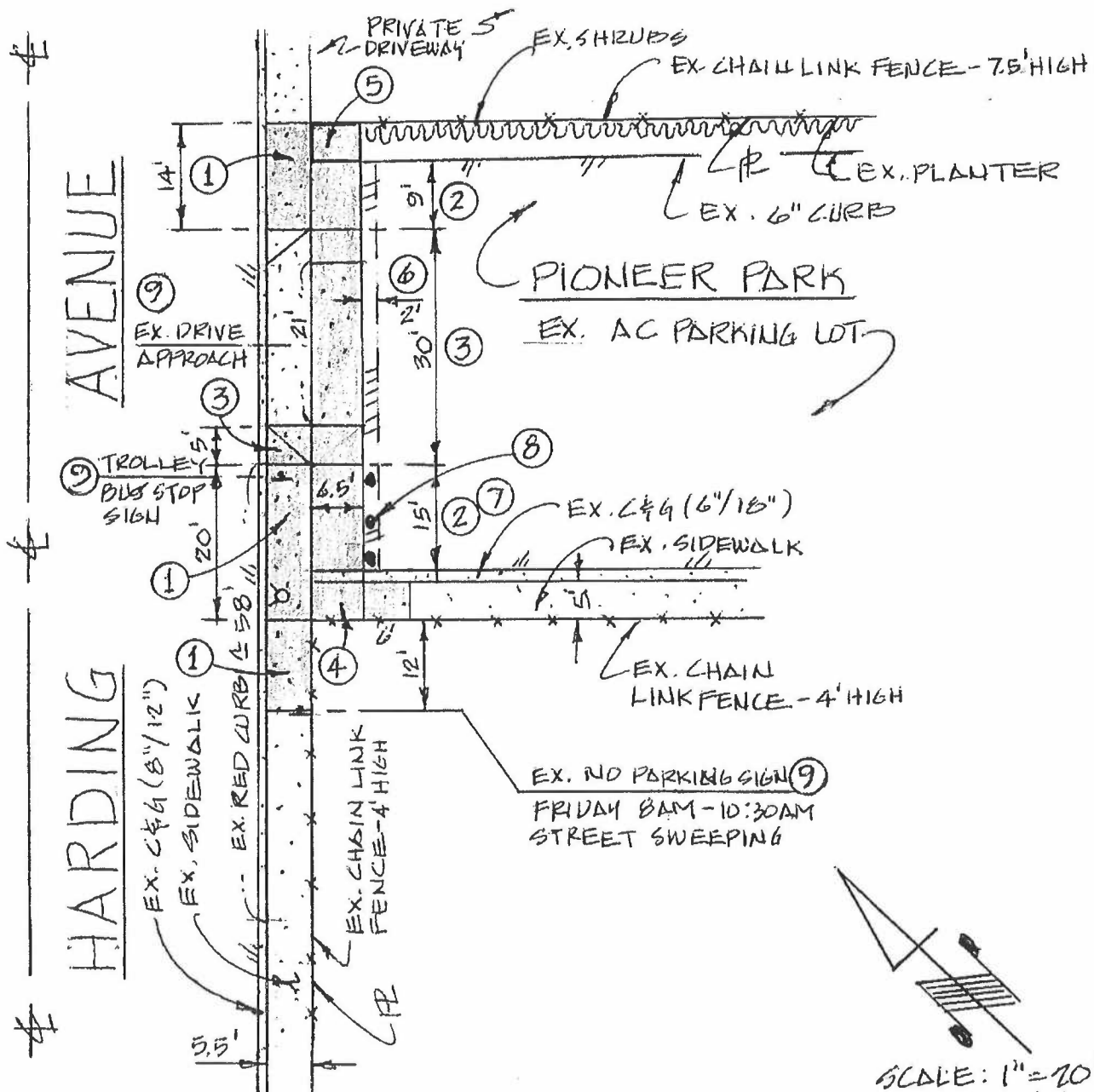
By: EMM

***San Fernando Bus Shelter Project, Phase II***

Date: 4/5/13

Location No. 2 : Seventh St./Harding Ave., S/E corner, Far Side

**Sheet 2 of 2**



**Construction Notes:**

- ① Remove and reconstruct concrete sidewalk (4 in. thick, 230 Sq. Ft.).
- ② Remove AC pavement, construct concrete pad (4 in. thick, 147 Sq. Ft.).
- ③ Remove and reconstruct concrete drive approach (6 in. thick, 220 Sq. Ft.).
- ④ Remove and reconstruct concrete walkway (4 in. thick, 42 Sq. Ft.).
- ⑤ Remove ex. conc. walkway and const. 6 in. curbs and concrete walkway (33 Sq. Ft.).
- ⑥ Construct AC slot trench (6 in. thick, 351 Sq. Ft.).
- ⑦ Install new bus shelter (8 ft.).
- ⑧ Install (3) bollards, see Detail "A", sheet 2 of 3. ⑨ Protect in place.

SCALE: 1" = 20'  
 EMM 12/8/23

City of San Fernando – Public Works Dept. – Engineering Division

By: EMM

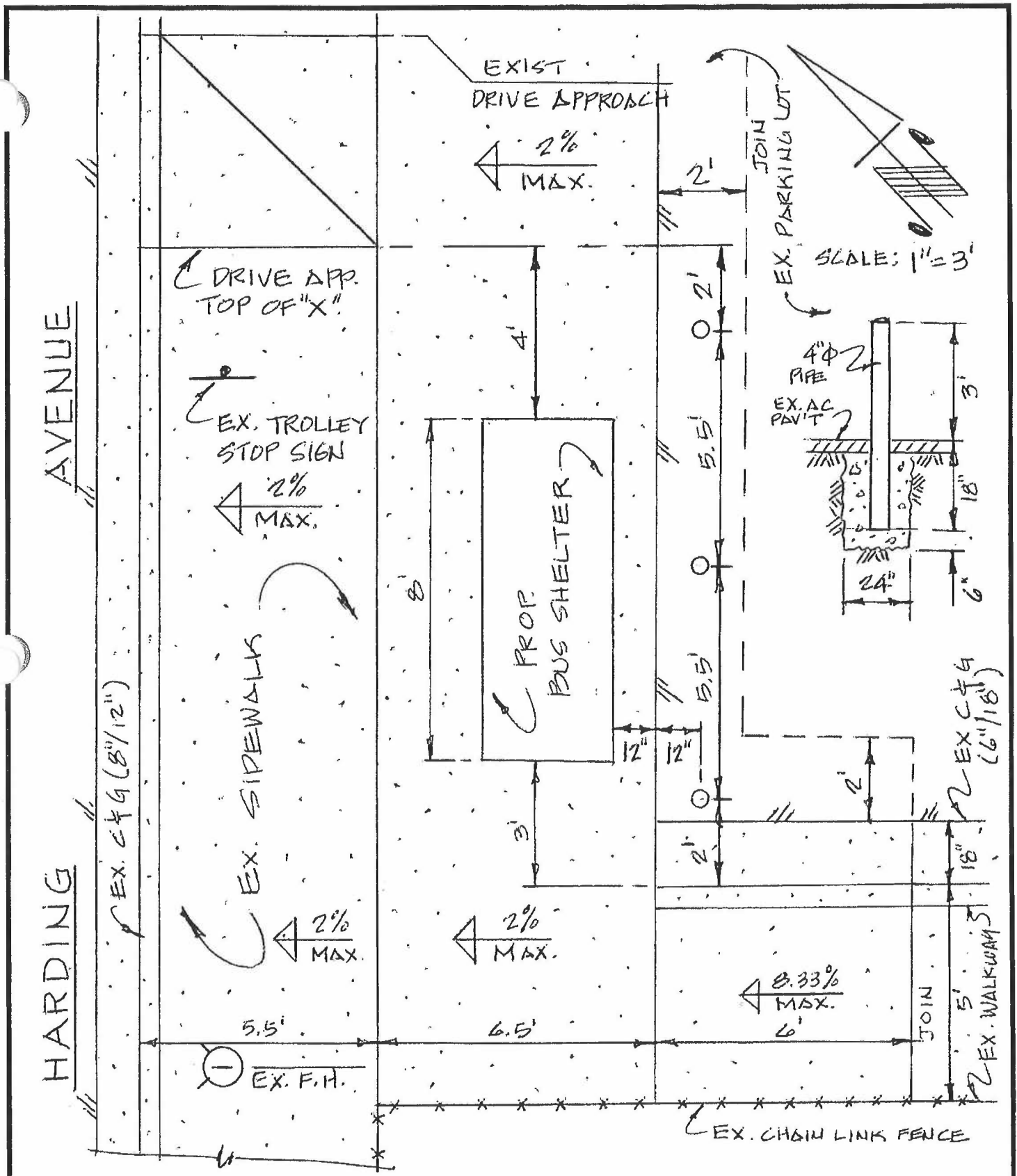
**San Fernando Bus Shelter Project, Phase II**

Date: 4/5/23

Location No. 3

**Sheet 1 of 3**

Harding Ave., East Side, bet. Glenoaks Blvd. and Warren St., Mid-Block



City of San Fernando – Public Works Dept. – Engineering Division

By: EMM

## San Fernando Bus Shelter Project, Phase II

Date: 4/5/23

Location No. 3

Sheet 2 of 3

Harding Ave., East Side, bet. Glenoaks Blvd. and Warren St., Mid-Block

**General Notes:**

1. All work shall be performed per the Standard Specifications for Public Works Construction, 2018 Edition and Standard Plans for Public Works Construction, 2018 Edition and to the satisfaction of the City Engineer.
2. The contractor shall notify Underground Service Alert at least 48 hours prior to start of work.
3. It shall be the responsibility of the contractor to locate and protect all structures, including substructures, including substructures shown on the plans. The contractor shall bear the entire cost of repairing or replacing any of said structures damaged by contractor during the prosecution of his work. All locations shown on the plans for utility lines have been taken from available records and their completeness and correctness are in no way warranted.
4. The contractor shall obtain a no-fee Public Works Permit prior to start of work.
5. The contractor and its subcontractors shall obtain a City of San Fernando business license prior to start of work.
6. The contractor shall provide a 24-hour telephone number to the City Engineer.
7. Traffic control is to be setup and maintained per WATCH Manual.
8. Contractor is to comply with NPDES requirements for dust and erosion control.
9. The contractor shall notify the City at least 48 hours prior to start of work.
10. Prior to start of construction, all survey monuments in the project area shall be located and tied out. All centerline monuments or ties lost or destroyed by this work shall be replaced by the surveyor and new ties sheets provided. Method of establishment shall be stated on the tie sheet.
11. The City inspector will layout the location of all concrete, AC patching and other improvements shown on the plans. These improvements as shown may vary slightly as to location.
12. All new sidewalks are to have 2% maximum cross-slope.
13. All changes to the plans must be approved in writing by the City Engineer.
14. Contractor shall backfill with planting soil, restore landscaped areas and irrigation affected by the work.
15. Contractor shall permanently remove Underground Service Alert markings after the completion of the work. Acceptable methods of removals are wet sandblasting, grinding and power wash. Painting over the markings will not be allowed.

City of San Fernando – Public Works Dept. – Engineering Division

***San Fernando Bus Shelter Project, Phase II***

Location No. 3

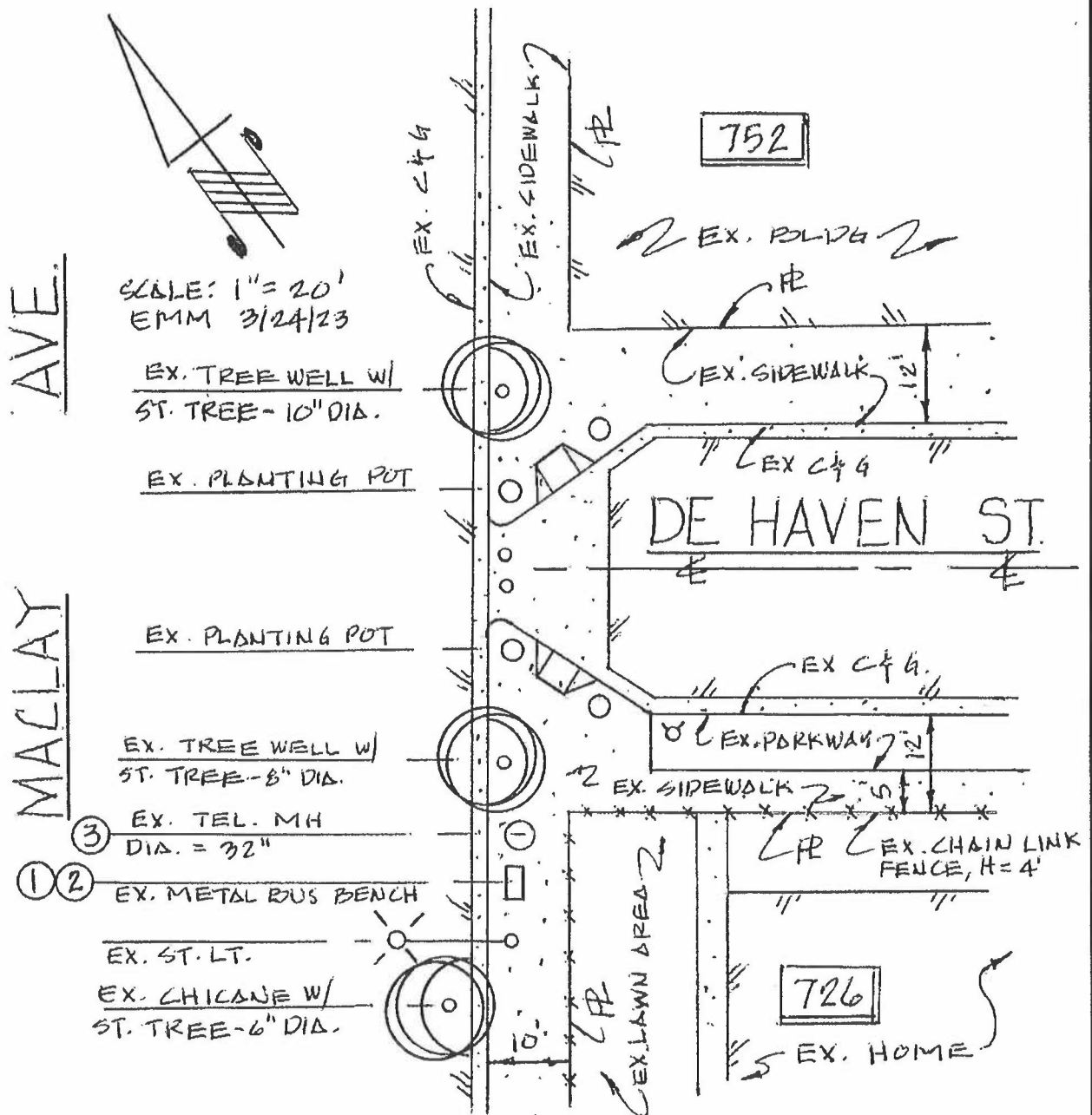
Harding Ave., East Side, bet. Glenoaks Blvd. and Warren St., Mid-Block

By: EMM

Date: 4/5/23

**Sheet 3 of 3**





**Construction Notes:**

- ① Relocate existing metal bus bench to 5 ft. south of the existing streetlight.
- ② Install new bus shelter (12 ft.).
- ③ Protect in place.

City of San Fernando – Public Works Dept. – Engineering Division

**San Fernando Bus Shelter Project, Phase II**

Location No. 4 : MacLay Ave./De Haven St., S/E corner, Near Side

By: EMM

Date: 4/5/23

**Sheet 1 of 2**

**General Notes:**

1. All work shall be performed per the Standard Specifications for Public Works Construction, 2018 Edition and Standard Plans for Public Works Construction, 2018 Edition and to the satisfaction of the City Engineer.
2. The contractor shall notify Underground Service Alert at least 48 hours prior to start of work.
3. It shall be the responsibility of the contractor to locate and protect all structures, including substructures, including substructures shown on the plans. The contractor shall bear the entire cost of repairing or replacing any of said structures damaged by contractor during the prosecution of his work. All locations shown on the plans for utility lines have been taken from available records and their completeness and correctness are in no way warranted.
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12. All new sidewalks are to have 2% maximum cross-slope.
13. All changes to the plans must be approved in writing by the City Engineer.
14. Contractor shall backfill with planting soil, restore landscaped areas and irrigation affected by the work.
15. Contractor shall permanently remove Underground Service Alert markings after the completion of the work. Acceptable methods of removals are wet sandblasting, grinding and power wash. Painting over the markings will not be allowed.

**City of San Fernando – Public Works Dept. – Engineering Division**

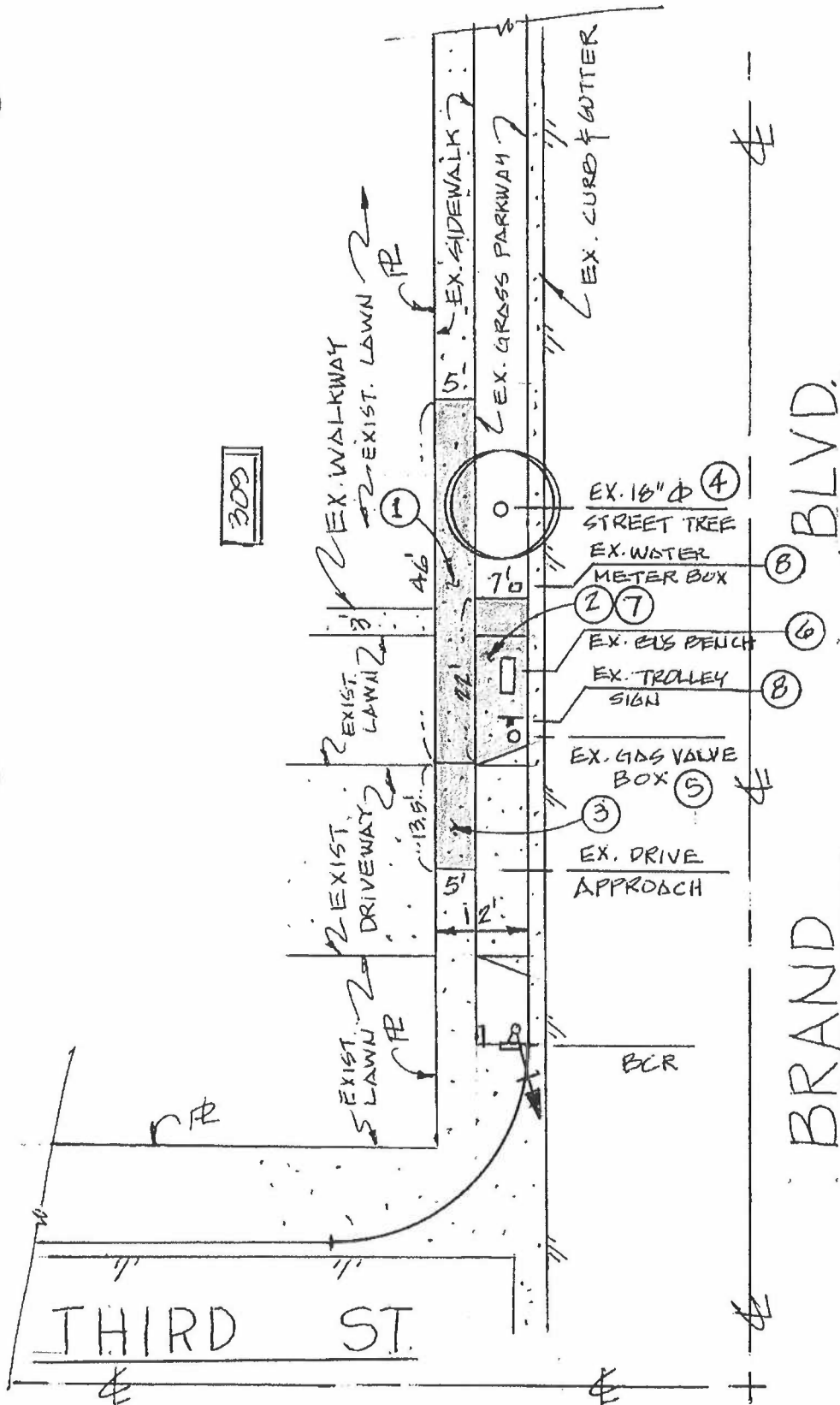
***San Fernando Bus Shelter Project, Phase II***

Location No. 4: Maclay Ave./De Haven St., S/E corner, Near Side

By: EMM

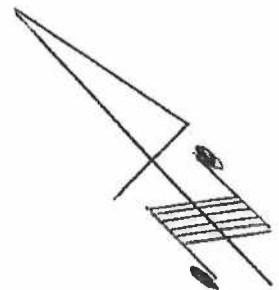
Date: 4/5/23

**Sheet 2 of 2**



**Construction Notes:**

- ① Remove and reconstruct concrete sidewalk (4 in. thick, 230 Sq. Ft.).
- ② Remove and reconstruct bus shelter concrete pad (4 in. thick, 154 Sq. Ft.).
- ③ Remove and reconstruct concrete drive approach (6 in. thick, 68 Sq. Ft.).
- ④ Root prune street tree (18 in. dia.).
- ⑤ Adjust gas valve box to grade.
- ⑥ Remove and salvage existing bus bench.
- ⑦ Install new bus shelter (12 ft.).
- ⑧ Protect in place.



SCALE: 1" = 20'  
EMM 2/1/23

City of San Fernando – Public Works Dept. – Engineering Division

**San Fernando Bus Shelter Project, Phase II**

Location No. 5 : Brand Blvd./Third Street, N/W corner, Near Side

By: EMM

Date: 4/5/23

**Sheet 1 of 2**

**General Notes:**

1. All work shall be performed per the Standard Specifications for Public Works Construction, 2018 Edition and Standard Plans for Public Works Construction, 2018 Edition and to the satisfaction of the City Engineer.
2. The contractor shall notify Underground Service Alert at least 48 hours prior to start of work.
3. It shall be the responsibility of the contractor to locate and protect all structures, including substructures, including substructures shown on the plans. The contractor shall bear the entire cost of repairing or replacing any of said structures damaged by contractor during the prosecution of his work. All locations shown on the plans for utility lines have been taken from available records and their completeness and correctness are in no way warranted.
4. The contractor shall obtain a no-fee Public Works Permit prior to start of work.
5. The contractor and its subcontractors shall obtain a City of San Fernando business license prior to start of work.
6. The contractor shall provide a 24-hour telephone number to the City Engineer.
7. Traffic control is to be setup and maintained per WATCH Manual.
8. Contractor is to comply with NPDES requirements for dust and erosion control.
9. The contractor shall notify the City at least 48 hours prior to start of work.
10. Prior to start of construction, all survey monuments in the project area shall be located and tied out. All centerline monuments or ties lost or destroyed by this work shall be replaced by the surveyor and new ties sheets provided. Method of establishment shall be stated on the tie sheet.
11. The City inspector will layout the location of all concrete, AC patching and other improvements shown on the plans. These improvements as shown may vary slightly as to location.
12. All new sidewalks are to have 2% maximum cross-slope.
13. All changes to the plans must be approved in writing by the City Engineer.
14. Contractor shall backfill with planting soil, restore landscaped areas and irrigation affected by the work.
15. Contractor shall permanently remove Underground Service Alert markings after the completion of the work. Acceptable methods of removals are wet sandblasting, grinding and power wash. Painting over the markings will not be allowed.

City of San Fernando – Public Works Dept. – Engineering Division

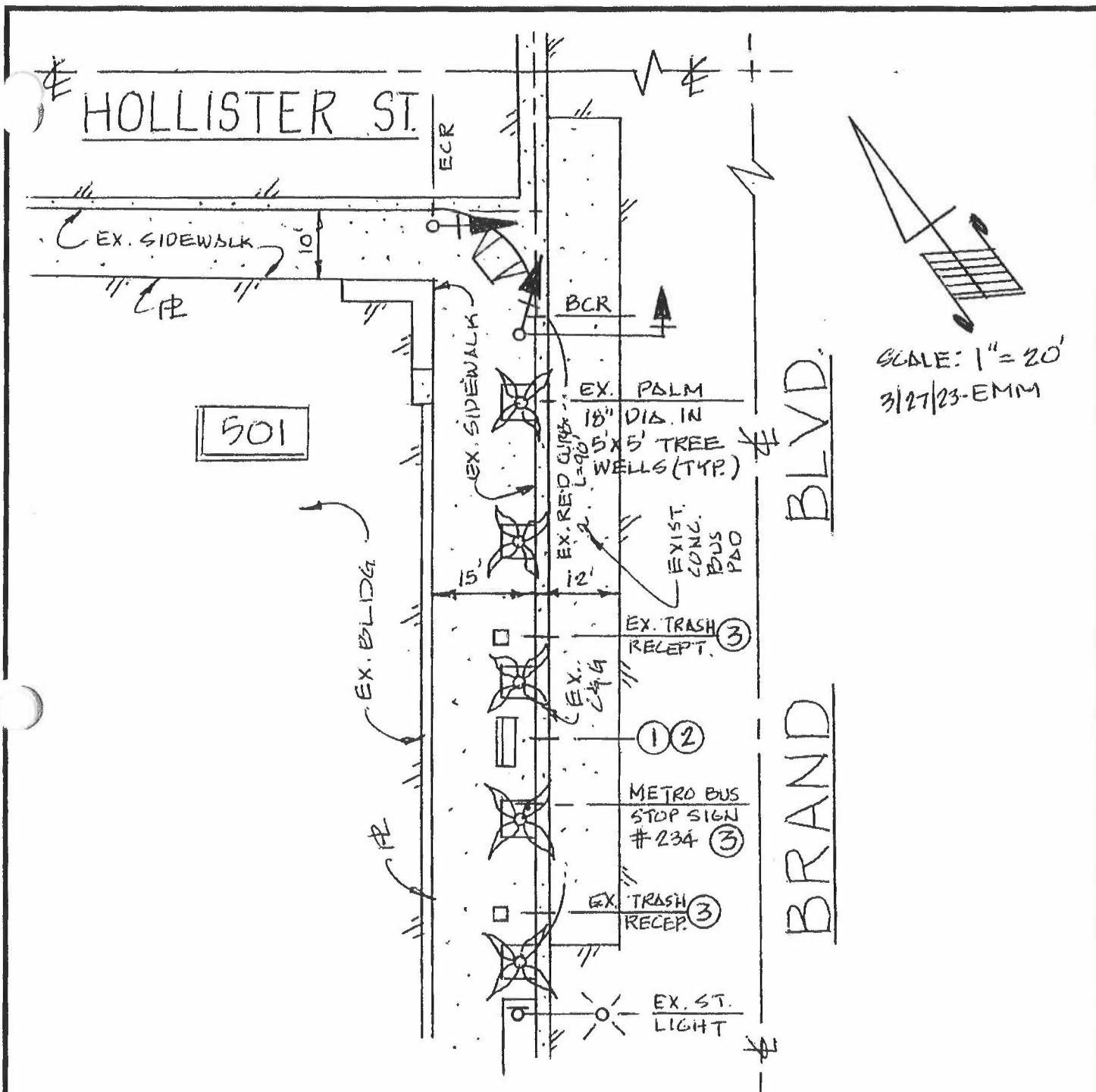
***San Fernando Bus Shelter Project, Phase II***

Location No. 5: Brand Blvd./Third Street, N/W corner, Near Side

By: EMM

Date: 4/5/23

**Sheet 2 of 2**



SCALE: 1" = 20'  
3/27/23-EMM

**Construction Notes:**

- ① Relocate existing concrete bus bench to 20 ft. south of current location.
- ② Install new bus shelter (8 ft.).
- ③ Protect in place.

City of San Fernando – Public Works Dept. – Engineering Division

**San Fernando Bus Shelter Project, Phase II**

Location No. 6 : Brand Blvd./Hollister St., S/Wcorner, Far Side

By: EMM

Date: 4/5/23

**Sheet 1 of 2**

**General Notes:**

1. All work shall be performed per the Standard Specifications for Public Works Construction, 2018 Edition and Standard Plans for Public Works Construction, 2018 Edition and to the satisfaction of the City Engineer.
2. The contractor shall notify Underground Service Alert at least 48 hours prior to start of work.
3. It shall be the responsibility of the contractor to locate and protect all structures, including substructures, including substructures shown on the plans. The contractor shall bear the entire cost of repairing or replacing any of said structures damaged by contractor during the prosecution of his work. All locations shown on the plans for utility lines have been taken from available records and their completeness and correctness are in no way warranted.
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7. Traffic control is to be setup and maintained per WATCH Manual.
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14. Contractor shall backfill with planting soil, restore landscaped areas and irrigation affected by the work.
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**City of San Fernando – Public Works Dept. – Engineering Division**

***San Fernando Bus Shelter Project, Phase II***

Location No. 6: Brand Blvd./Hollister St., S/Wcorner, Far Side

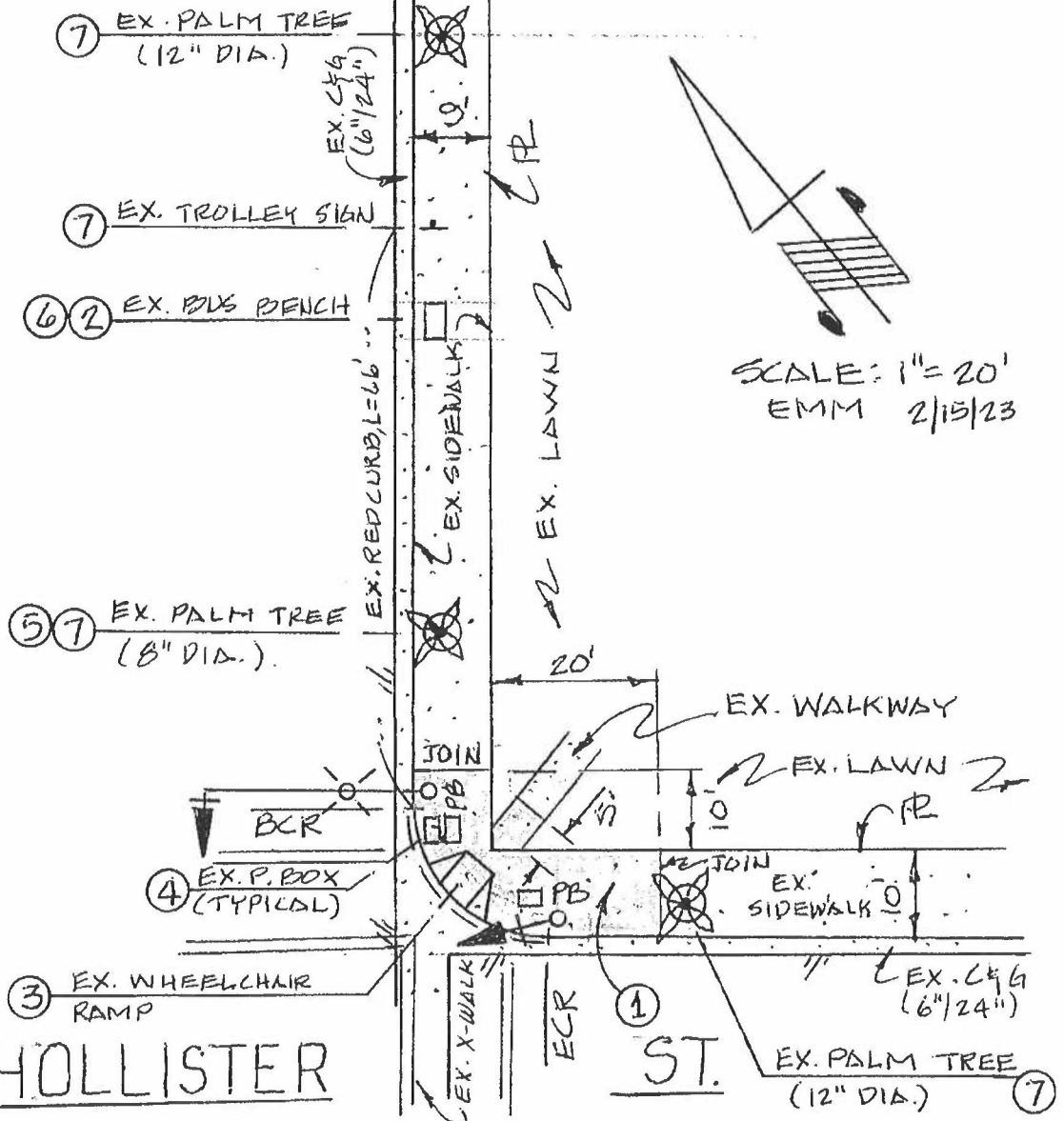
By: EMM

Date: 4/5/23

**Sheet 2 of 2**

SAN FERNANDO MISSION BLVD.

HOLLISTER



**Construction Notes:**

- ①. Remove and reconstruct concrete sidewalk (4 in. thick, 290 Sq. Ft.).
- ②. Remove and salvage existing bus bench.
- ③. Remove and reconst. ex. wheelchair ramp (SPPWC Plan No. 111-5, Case A, Type 4).  
Sawcut along flowline.
- ④. Provide new PB's and adjust to grade.
- ⑤. Root prune exist. palm tree and adjust tree well grate to grade.
- ⑥. Install new bus shelter (8 ft.).
- ⑦. Protect in place.

City of San Fernando – Public Works Dept. – Engineering Division

**San Fernando Bus Shelter Project, Phase II**

Location No. 7: S.F. Mission Blvd./Hollister St., N/E corner, Far Side

By: EMM

Date: 4/5/23

**Sheet 1 of 2**

**General Notes:**

1. All work shall be performed per the Standard Specifications for Public Works Construction, 2018 Edition and Standard Plans for Public Works Construction, 2018 Edition and to the satisfaction of the City Engineer.
2. The contractor shall notify Underground Service Alert at least 48 hours prior to start of work.
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9. The contractor shall notify the City at least 48 hours prior to start of work.
10. Prior to start of construction, all survey monuments in the project area shall be located and tied out. All centerline monuments or ties lost or destroyed by this work shall be replaced by the surveyor and new ties sheets provided. Method of establishment shall be stated on the tie sheet.
11. The City inspector will layout the location of all concrete, AC patching and other improvements shown on the plans. These improvements as shown may vary slightly as to location.
12. All new sidewalks are to have 2% maximum cross-slope.
13. All changes to the plans must be approved in writing by the City Engineer.
14. Contractor shall backfill with planting soil, restore landscaped areas and irrigation affected by the work.
15. Contractor shall permanently remove Underground Service Alert markings after the completion of the work. Acceptable methods of removals are wet sandblasting, grinding and power wash. Painting over the markings will not be allowed.

City of San Fernando – Public Works Dept. – Engineering Division

***San Fernando Bus Shelter Project, Phase II***

Location No. 7: S.F. Mission Blvd./Hollister St., N/E corner, Far Side

By: EMM

Date: 4/5/23

**Sheet 2 of 2**

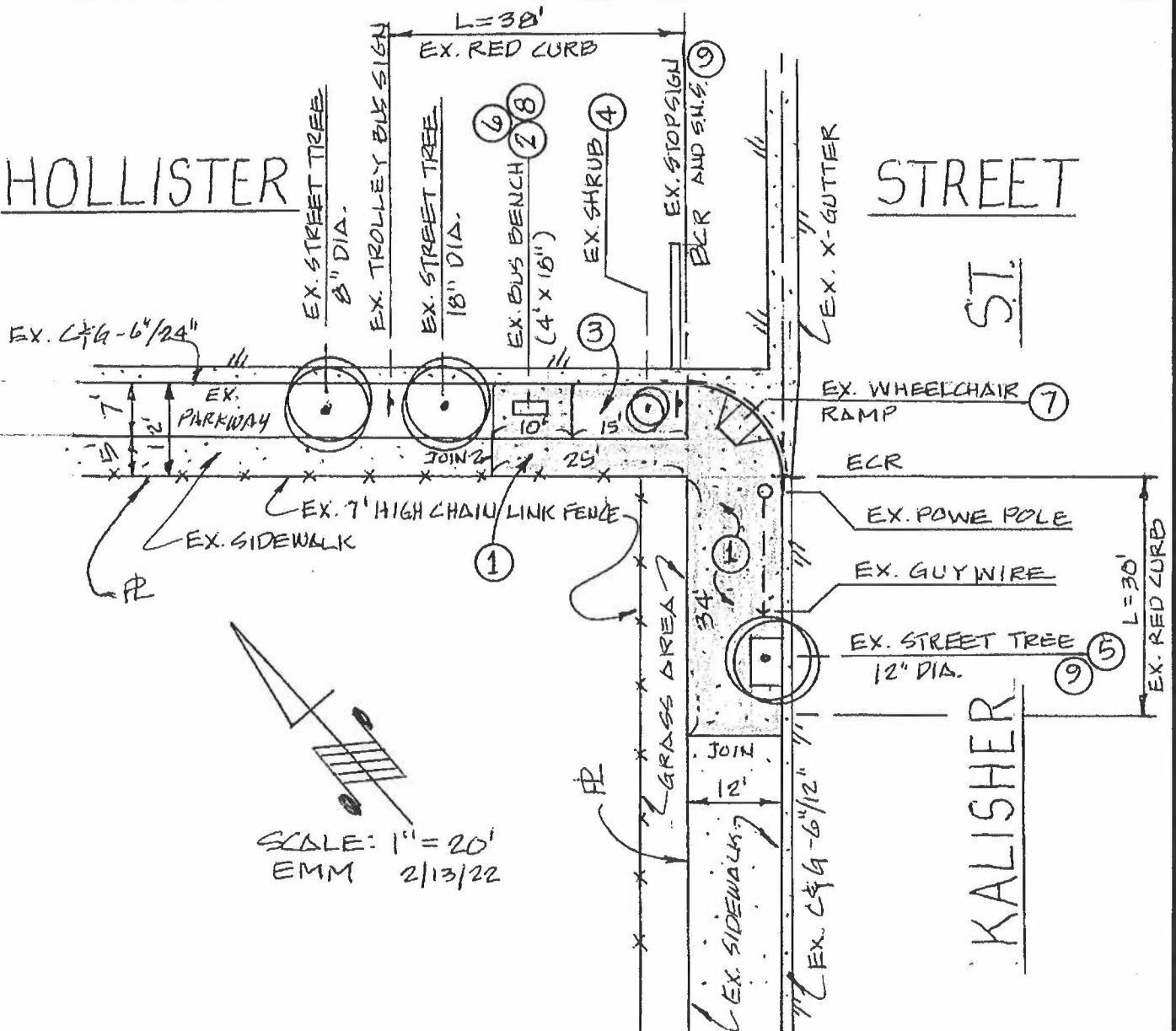


HOLLISTER

STREET

ST.

KALISHER



**Construction Notes:**

- ① Remove and reconstruct concrete sidewalk (4 in. thick, 586 Sq. Ft.).
- ② Remove and reconstruct bus shelter concrete pad (4 in. thick, 70 Sq. Ft.).
- ③ Construct new concrete sidewalk in grass area (4 in. thick, 105 Sq. Ft.).
- ④ Remove existing shrub.
- ⑤ Construct tree well in new sidewalk (5 ft. x 6 ft.).
- ⑥ Remove and salvage existing bus bench.
- ⑦ Remove and reconst. ex. wheelchair ramp (SPPWC Plan No. 111-5, Case A, Type 4).  
Sawcut along flowline.
- ⑧ Install new bus shelter (8 ft.).
- ⑨ Protect in place.

City of San Fernando – Public Works Dept. – Engineering Division

**San Fernando Bus Shelter Project, Phase II**

Location No. 8 : Hollister St./Kalisher St., S/W corner, Near Side

By: EMM

Date: 4/5/23

**Sheet 1 of 2**

## **Exhibit No. 5**

### **Photographs of Bus Stop Locations**

**General Notes:**

1. All work shall be performed per the Standard Specifications for Public Works Construction, 2018 Edition and Standard Plans for Public Works Construction, 2018 Edition and to the satisfaction of the City Engineer.
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15. Contractor shall permanently remove Underground Service Alert markings after the completion of the work. Acceptable methods of removals are wet sandblasting, grinding and power wash. Painting over the markings will not be allowed.

Trolley Stop No. 1

Address: 1201 N Maclay Ave, San Fernando, California

Cross Streets: N Maclay Ave & Eighth St



Trolley Stop No. 1

Address: 1201 N Maclay Ave, San Fernando, California

Cross Streets: N Maclay Ave & Eighth St



Trolley Stop No. 1

Address: 1201 N Maclay Ave, San Fernando, California

Cross Streets: N Maclay Ave & Eighth St



Trolley Stop No. 2

Address: 1426 7th St, San Fernando, California

Cross Streets: Seventh St & Harding Ave



Trolley Stop No. 2

Address: 1426 7th St, San Fernando, California

Cross Streets: Seventh St & Harding Ave





Trolley Stop No. 3

Address: 898 Harding Avenue, San Fernando, CA

Cross Street: Harding Ave. between Glenoaks Blvd & Seventh Street



Trolley Stop No. 3

Address: 898 Harding Avenue, San Fernando, CA

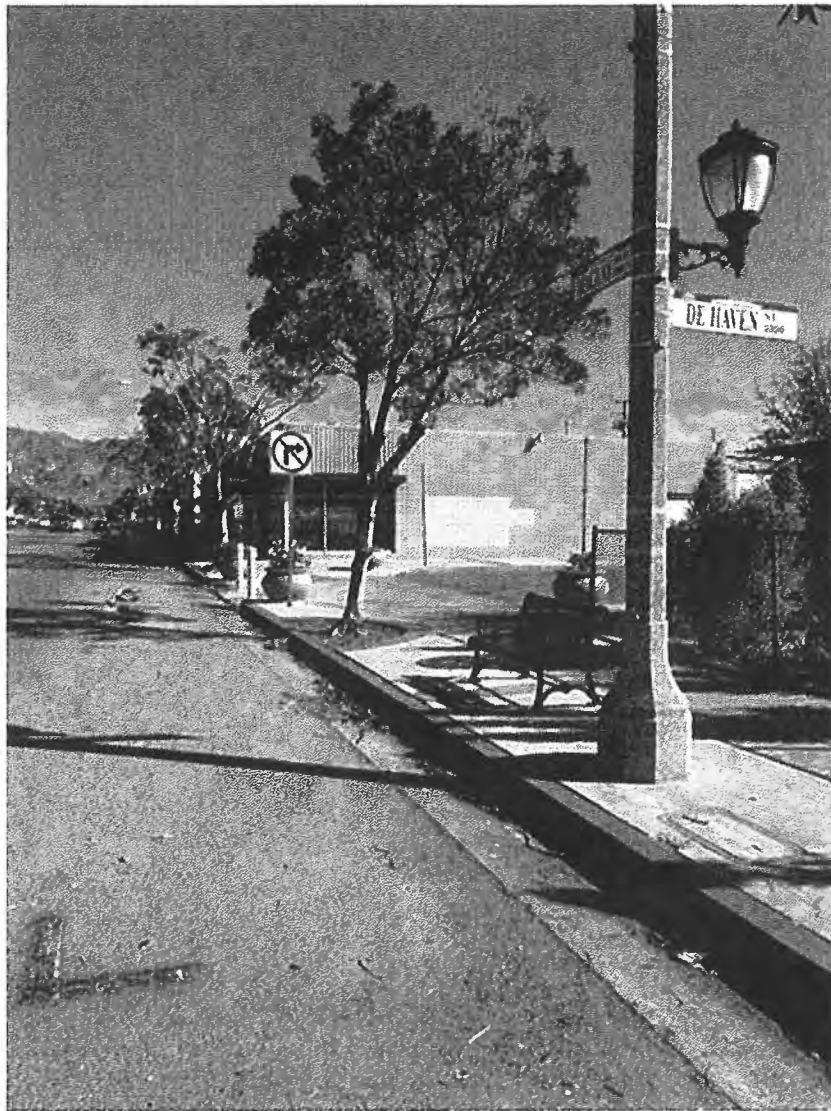
Cross Street: Harding Ave. between Glenoaks Blvd & Seventh Street



Trolley Stop No. 4

Address: 726 N Maclay

Cross Streets: Maclay Avenue & De Haven Street

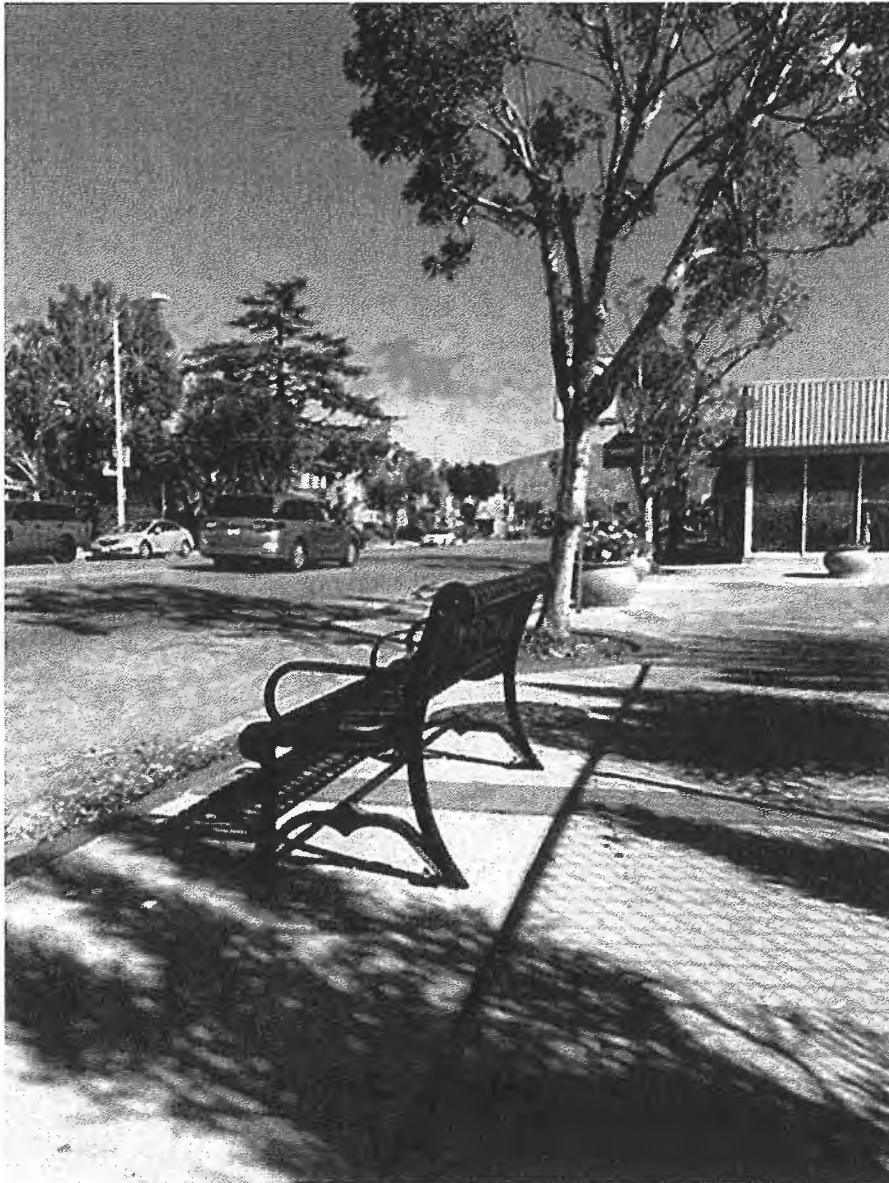




Trolley Stop No. 4

Address: 726 N Maclay

Cross Streets: Maclay Avenue & De Haven Street



Trolley Stop No. 4

Address: 726 N Maclay

Cross Streets: Maclay Avenue & De Haven Street



Trolley Stop No. 5

Address: 300 N Brand Blvd, San Fernando, CA

Cross Streets: N Brand Blvd & Third St.



Trolley Stop No. 5

Address: 300 N Brand Blvd, San Fernando, CA

Cross Streets: N Brand Blvd & Third St.



Trolley Stop No. 5

Address: 300 N Brand Blvd, San Fernando, CA

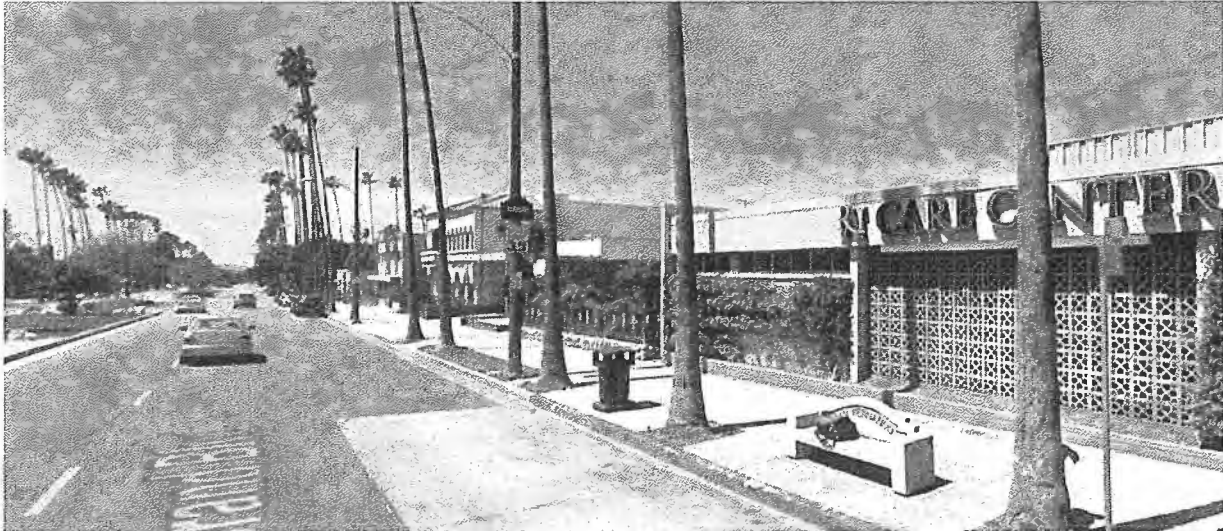
Cross Streets: N Brand Blvd & Third St.



Trolley Stop No. 6

Address: 497 S Brand Blvd, San Fernando, CA 91340

Cross Streets: Brand Blvd & Hollister St.



Trolley Stop No. 6

Address: 497 S Brand Blvd, San Fernando, CA 91340

Cross Streets: Brand Blvd & Hollister St.





Trolley Stop No. 6

Address: 497 S Brand Blvd, San Fernando, CA 91340

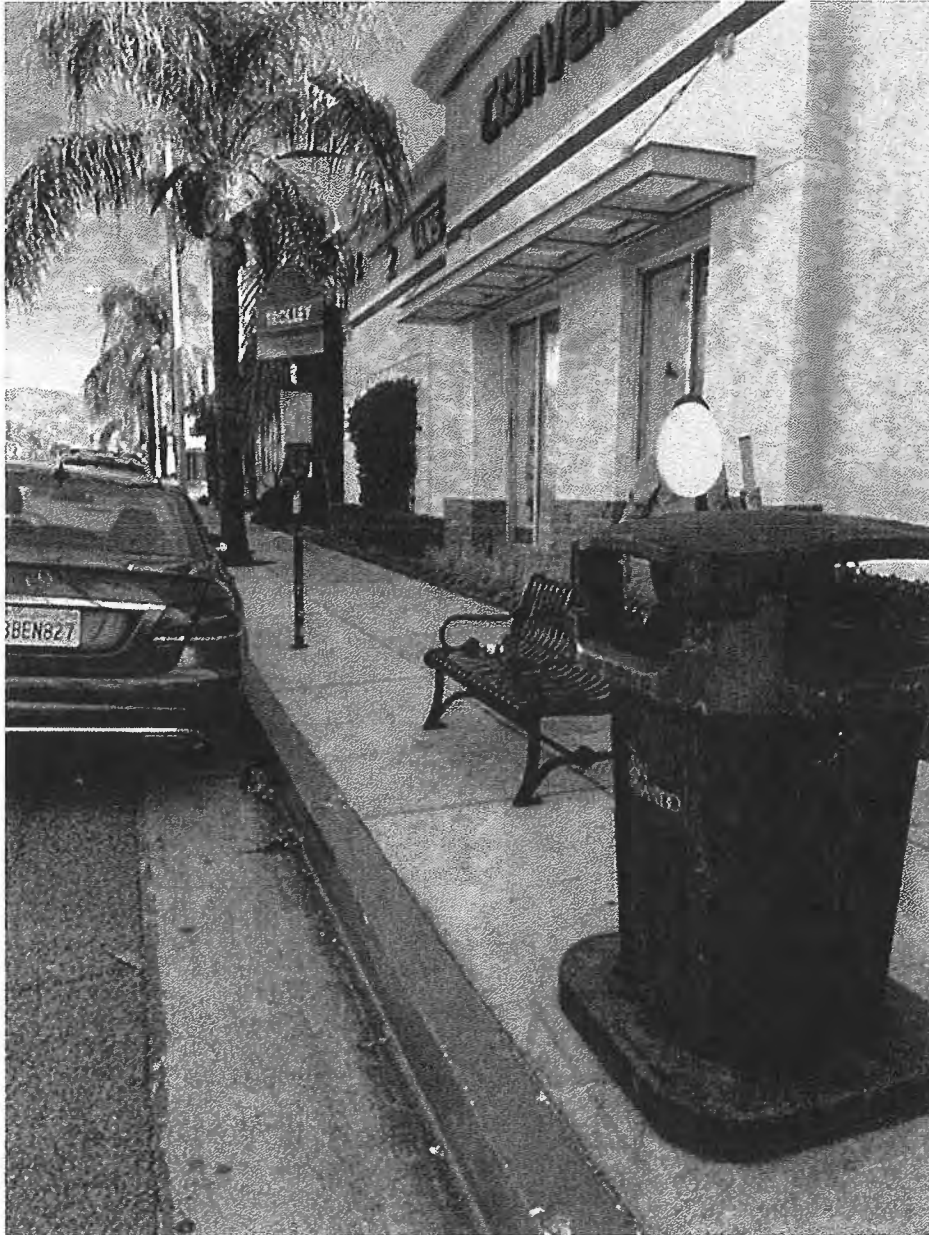
Cross Streets: Brand Blvd & Hollister St.



Trolley Stop No. 7

Address: 460 San Fernando Blvd

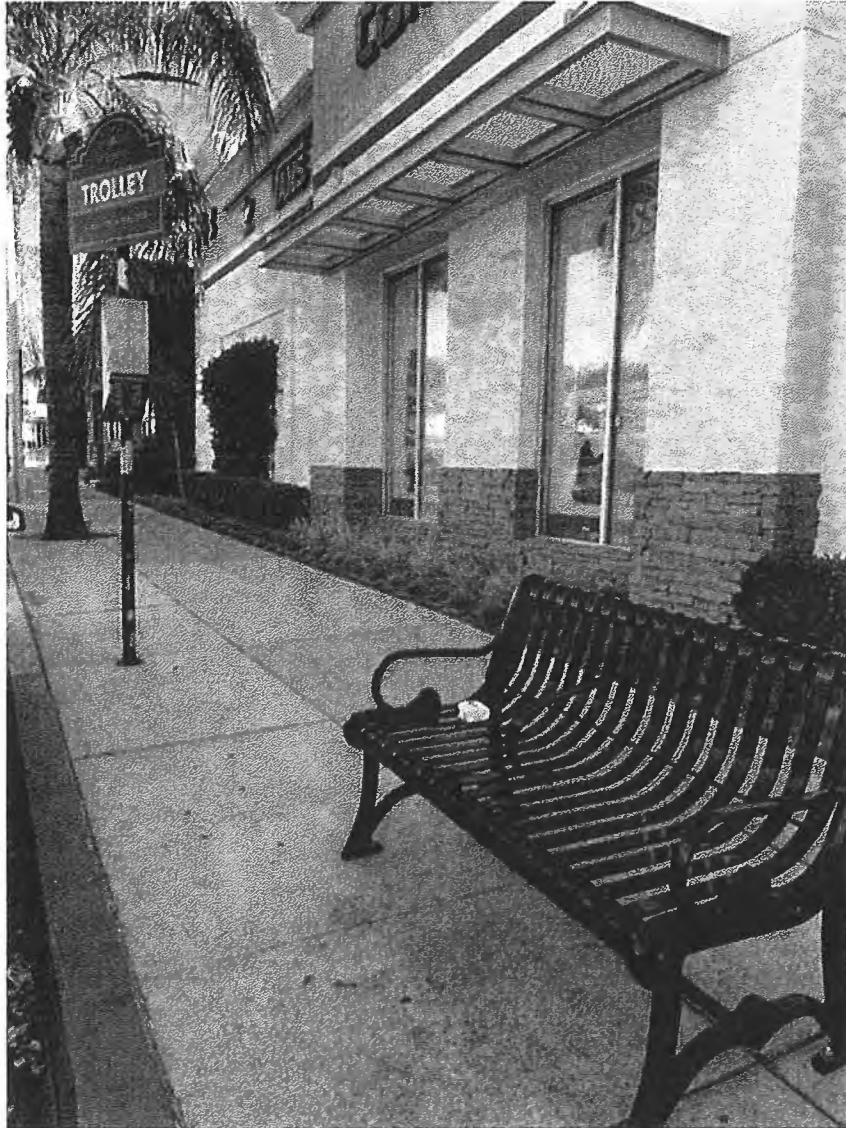
Cross Streets: San Fernando Blvd & Hollister St



Trolley Stop No. 7

Address: 460 San Fernando Blvd

Cross Streets: San Fernando Blvd & Hollister St





Trolley Stop No. 8

Address: 1301 Hollister St, San Fernando, Ca

Cross Streets: Hollister St & Kalisher St



Trolley Stop No. 8

Address: 1301 Hollister St, San Fernando, Ca

Cross Streets: Hollister St & Kalisher St



Trolley Stop No. 8

Address: 1301 Hollister St, San Fernando, Ca

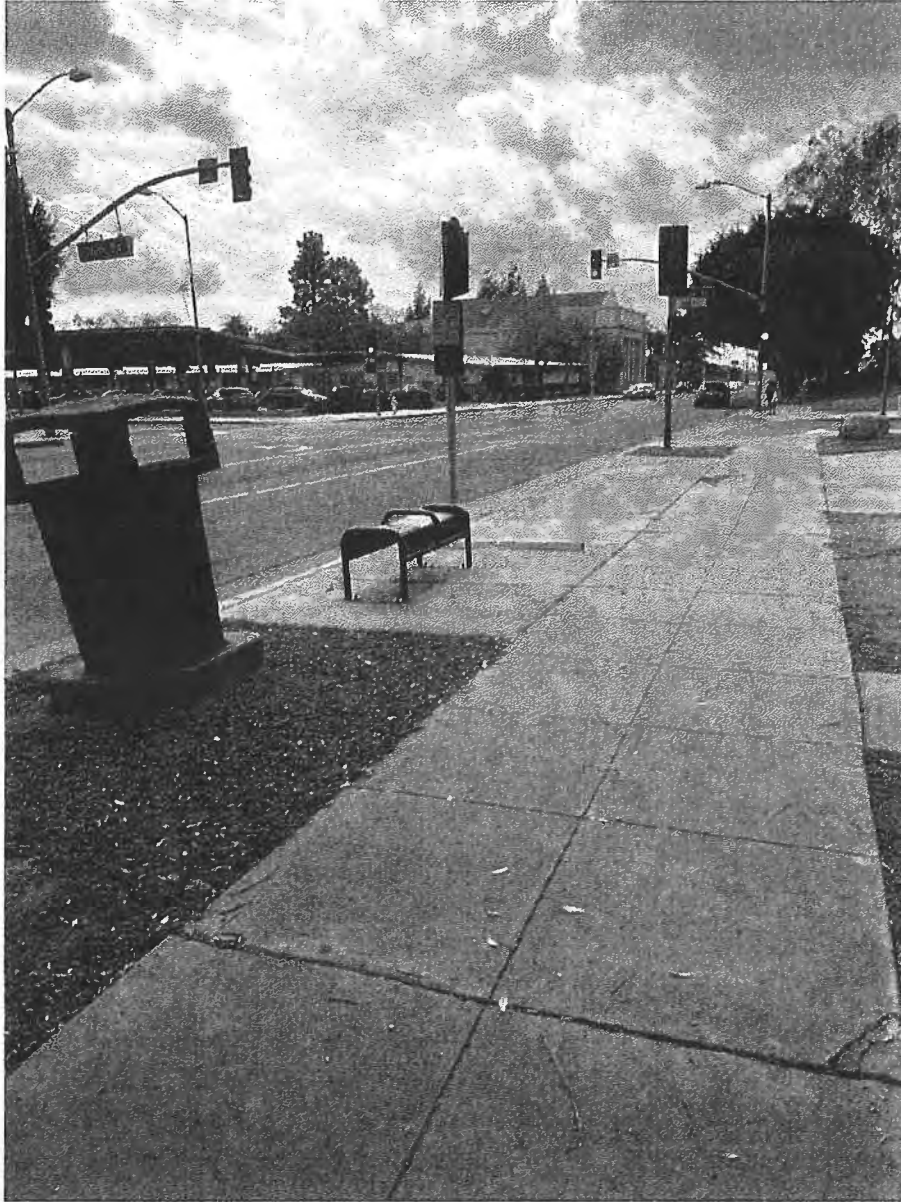
Cross Streets: Hollister St & Kalisher St



Trolley Stop No. 5

Address: 300 N Brand Blvd, San Fernando, CA

Cross Streets: N Brand Blvd & Third St.



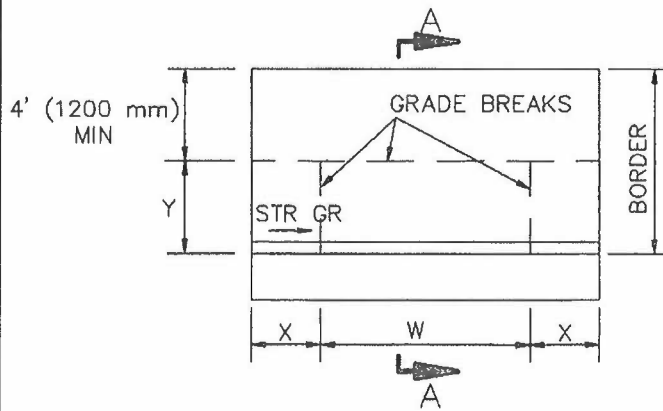
## **Exhibit No. 6**

### **Locations of Bus Benches to be Relocated**

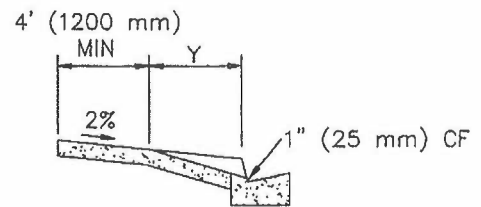
1. Mott Street, North Side, at Workman Street, Near Side.  
Install Contemporary type bus bench.
2. Brand Boulevard, West Side, at Fifth Street, Far Side.  
Install Contemporary type bus bench.
3. San Fernando Road, South Side, Midblock, between Meyer Street and Lazard Street.  
Install Ornamental type bus bench.
4. Arroyo Avenue, West Side, at Eighth Street, Near Side (New Trolley Bus Stop).  
Install Ornamental type of bus bench.
5. Arroyo Avenue, West Side, at Borden Avenue, Far Side.  
Install Contemporary type bus bench.

# **Exhibit No. 7**

## **Standard Plans**

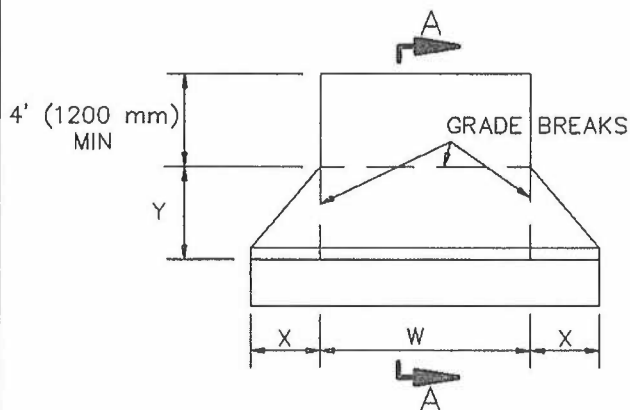


TYPE A

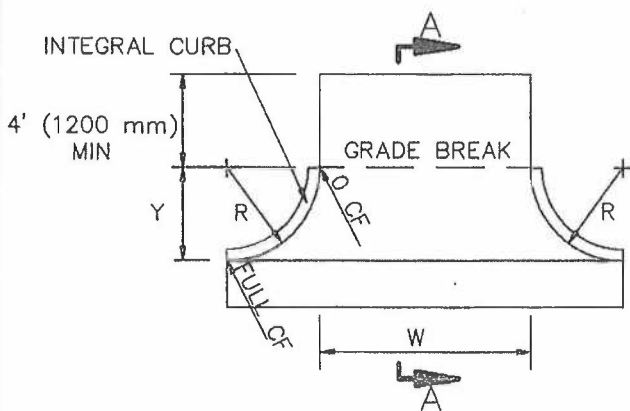


SECTION A-A

CURB FACE, inches (mm)	X, inches (mm)	Y, inches (mm)
6" (150) or less	3'-0" (900)	4'-0" (1200)
7" (175)	3'-6" (1050)	4'-9" (1425)
8" (200)	4'-0" (1200)	5'-8" (1700)
9" (225)	4'-6" (1350)	6'-6" (1950)
10" (250)	5'-0" (1500)	7'-3" (2175)
11" (275)	5'-6" (1650)	8'-0" (2400)
12" (300) or more	6'-0" (1800)	8'-9" (2625)



TYPE B



TYPE C

NOTES:

1. RESIDENTIAL DRIVEWAYS SHALL BE 4" (100 mm) THICK PCC.
2. COMMERCIAL DRIVEWAYS SHALL BE 6" (150 mm) THICK PCC.
3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDES OF A DRIVEWAY AND AT 10' (3.0 m) INTERVALS.
4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1984  
REV. 1996, 2009

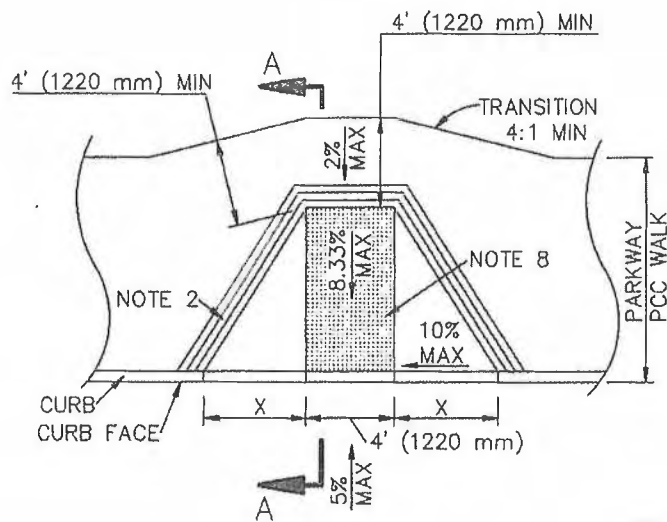
DRIVEWAY APPROACHES

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

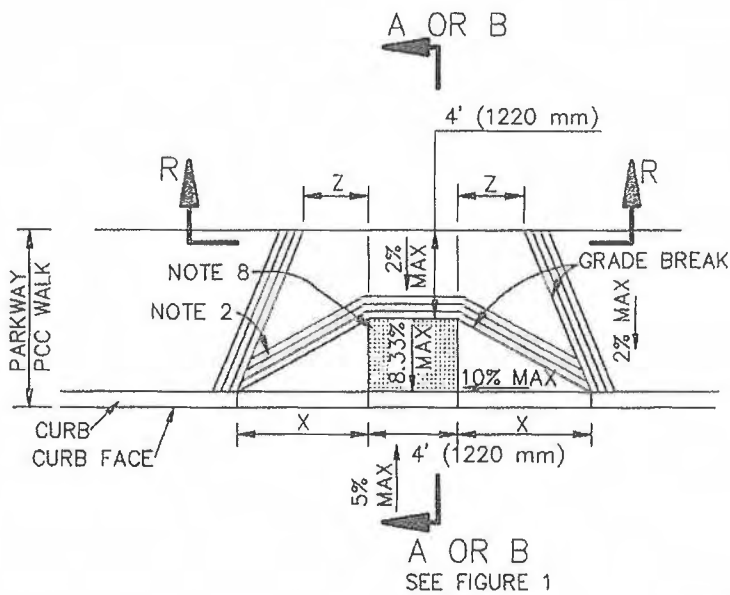
STANDARD PLAN

110-2

SHEET 1 OF 1



TYPE 1



TYPE 2

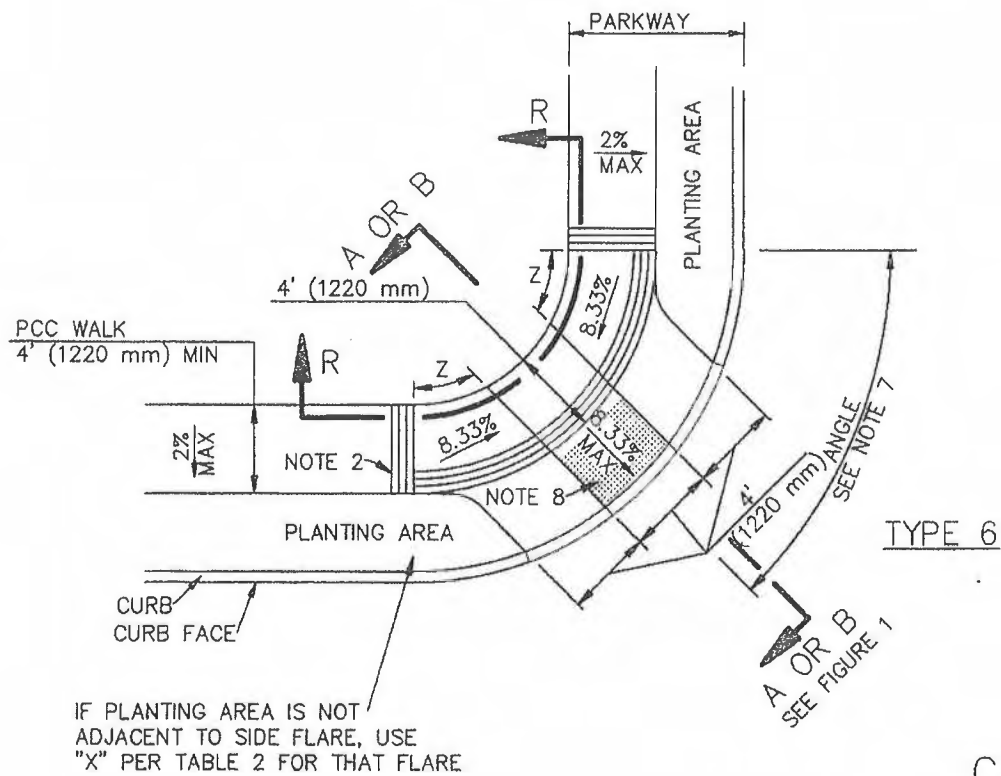
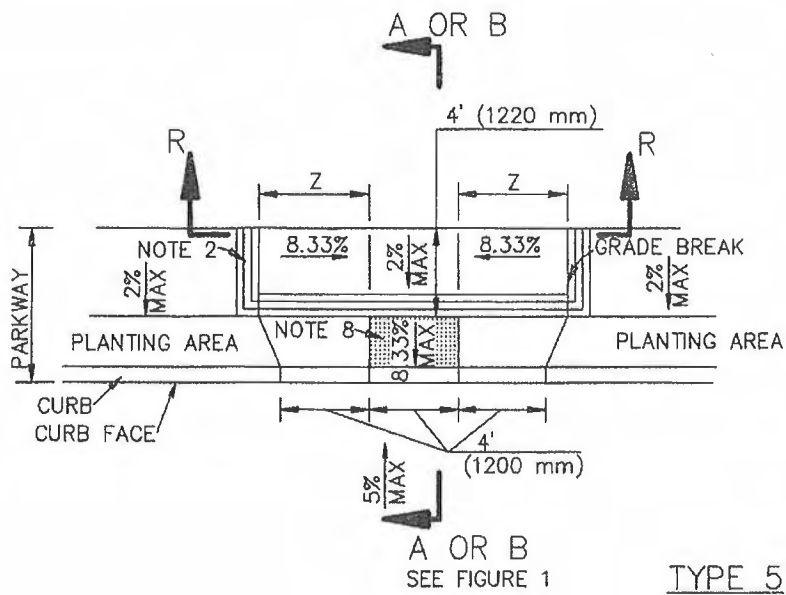
# CASE A

PARTS OF THIS STANDARD PLAN SHOW INSTALLATION FOR TYPICAL RETROFIT CONDITIONS, AND ARE NOT FULLY COMPLIANT WITH CALIFORNIA BUILDING CODE REQUIREMENTS FOR NEW DEVELOPMENT.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION		
<small>PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1992 REV. 1998, 2000, 2005, 2009, 2013</small>	<b>CURB RAMP</b>	
	USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION	<small>STANDARD PLAN</small> <b>111-5</b> <small>SHEET 1 OF 10</small>







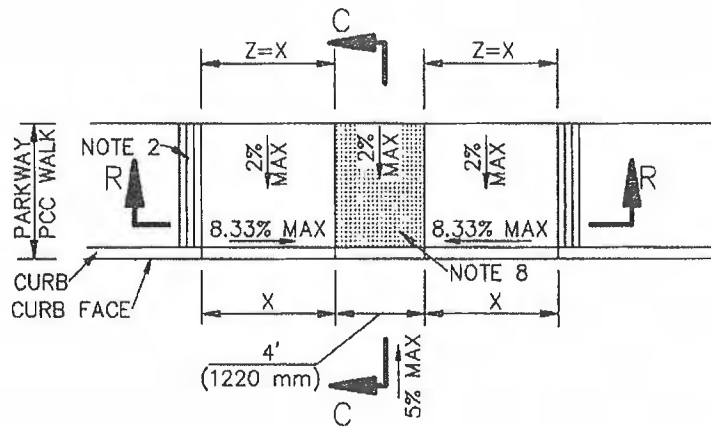
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

## CURB RAMP

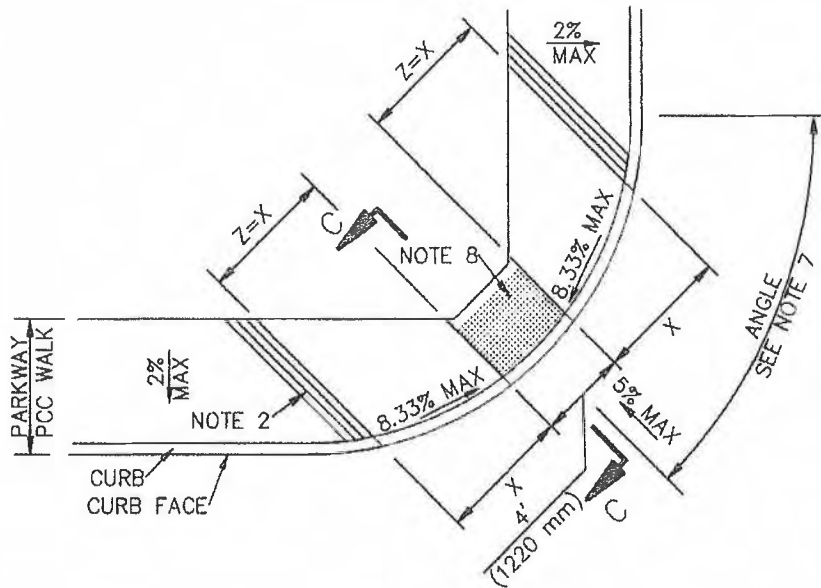
STANDARD PLAN

111-5

SHEET 3 OF 10



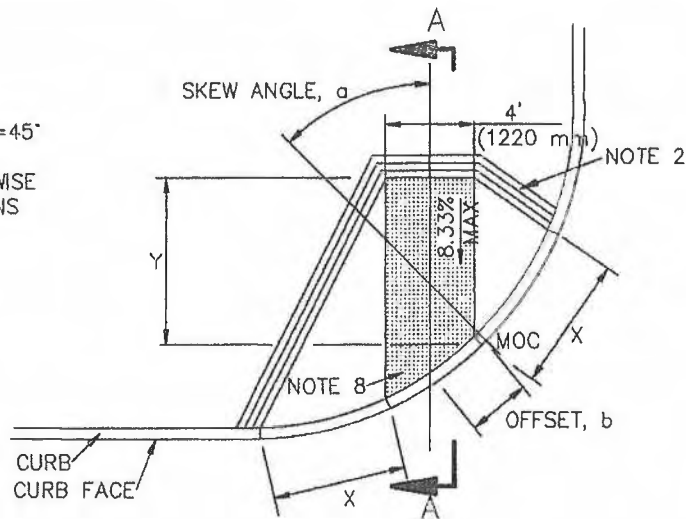
TYPE 1



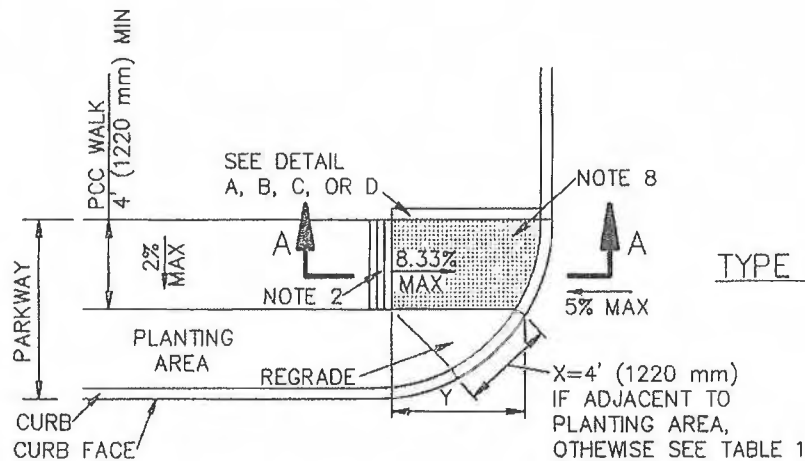
TYPE 2

CASE B

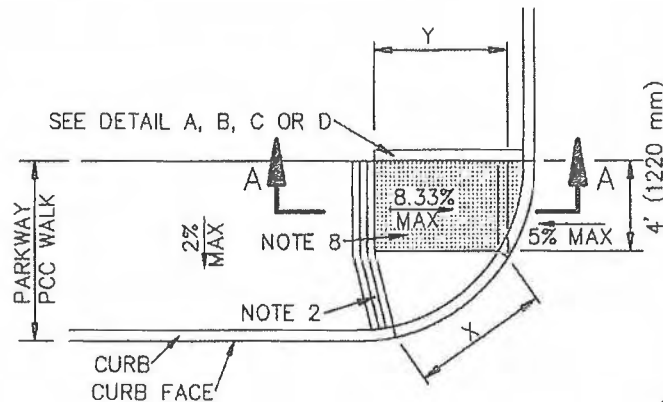
SKEW ANGLE  $\alpha=45^\circ$   
 OFFSET  $b=0$   
 UNLESS OTHERWISE  
 NOTED ON PLANS



CASE C



TYPE 1



TYPE 2

CASE D

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

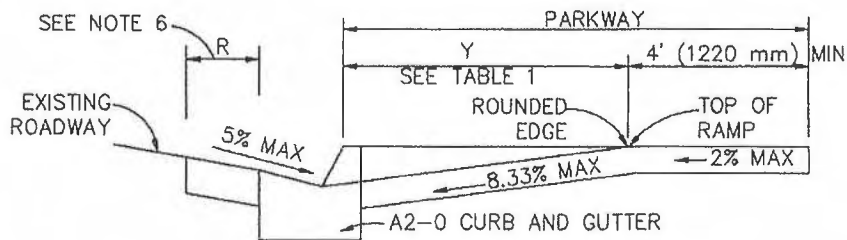
**CURB RAMP**

STANDARD PLAN

**111-5**

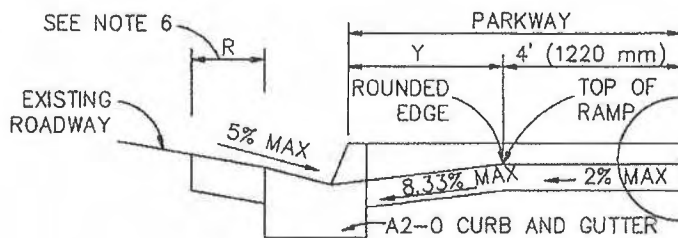
SHEET 5 OF 10



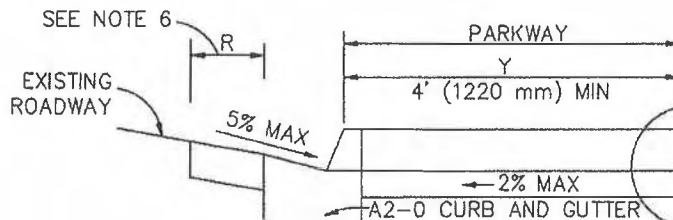


SECTION A-A

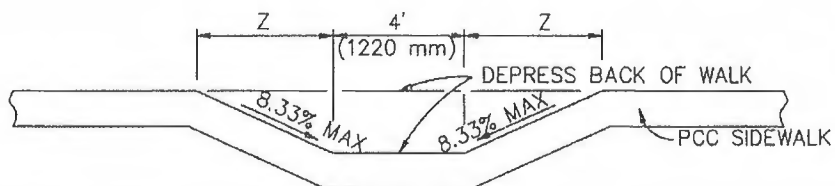
USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A-A, B-B OR C-C IS APPROPRIATE.



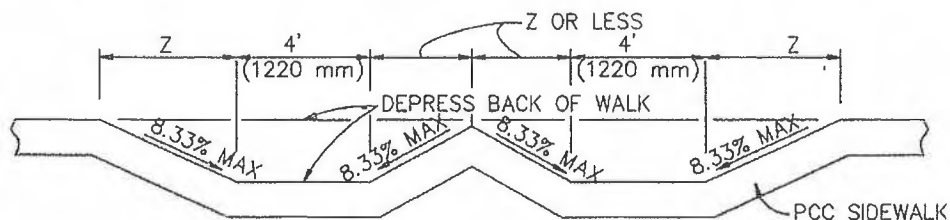
SECTION B-B



SECTION C-C



SECTION R-R



SECTION S-S

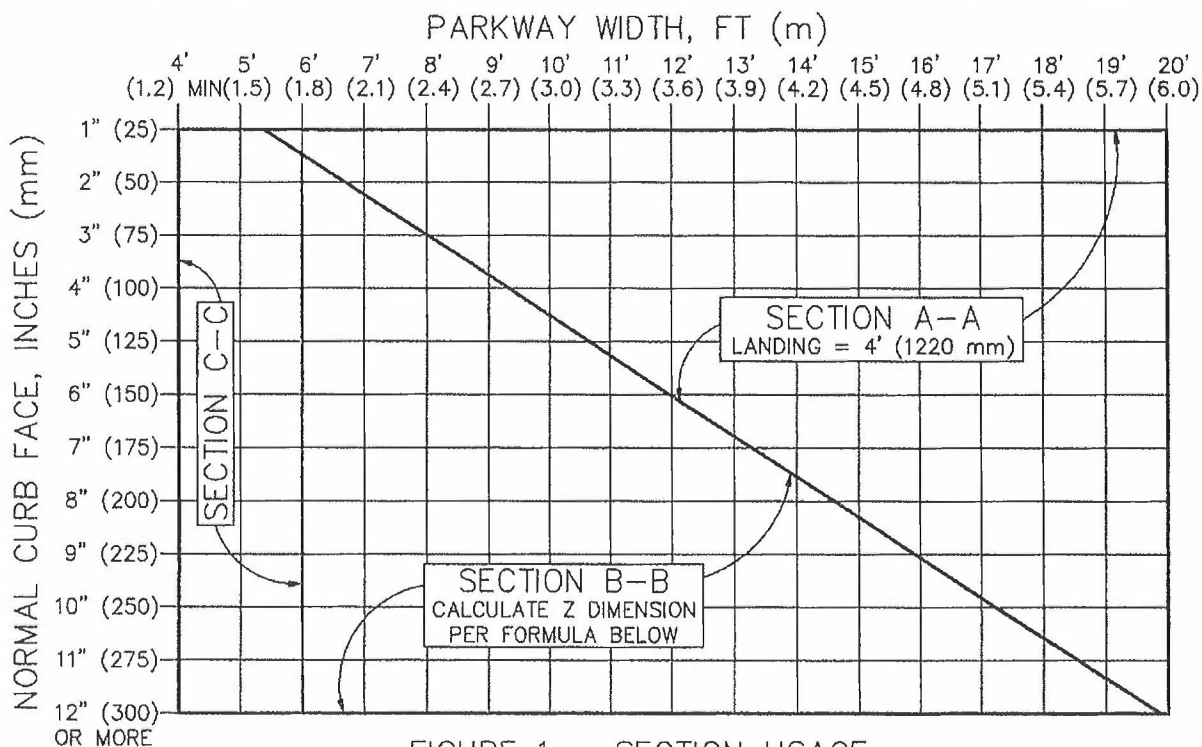


FIGURE 1 - SECTION USAGE

NORMAL CURB FACE, INCHES (mm)	X, FT (mm)	SECTION Y-Y Y, FT (mm)
2" (50)	4.00' (1220) MIN	2.63' (790)
3" (75)	4.00' (1220) MIN	3.95' (1185)
4" (100)	4.00' (1220) MIN	5.26' (1580)
5" (125)	4.17' (1275)	6.58' (1975)
6" (150)	5.00' (1525)	7.90' (2370)
7" (175)	5.83' (1775)	9.21' (2765)
8" (200)	6.67' (2035)	10.53' (3160)
9" (225)	7.50' (2285)	11.84' (3555)
10" (250)	8.33' (2540)	13.16' (3950)
11" (275)	9.17' (2795)	14.47' (4340)
12" (300)	10.00' (3050)	15.79' (4735)

WHERE FIGURE 1 SHOWS USE OF SECTION B-B, FIGURE Z DIMENSION AS FOLLOWS:

W = PARKWAY WIDTH

L = LANDING WIDTH, 4' (1220 mm) TYP

Z = [(Y+L)-W] x 0.760

IF (Y+L) < W, THEN Z = 0

SEE SHEET 9 FOR STREET SLOPE  
ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 - X AND Y VALUES

TABLE 1 REFERENCE FORMULAS:

X = CF / 8.333%

Y = CF / (8.333% - 2% WALK CROSS SLOPE)

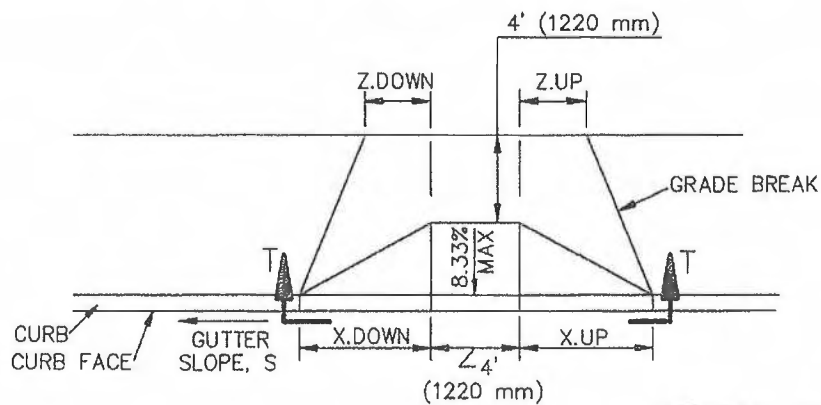
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

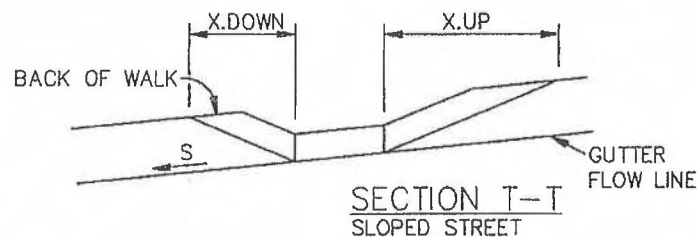
STANDARD PLAN

111-5

SHEET 8 OF 10



TYPICAL CURB RAMP



SECTION T-T  
SLOPED STREET

FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

FOR EXAMPLE,  $X.DOWN = X \times K.DOWN$

S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

TABLE 2 - SLOPE ADJUSTMENTS

TABLE 2 REFERENCE FORMULAS:  
 $K.DOWN = 8.333\% / (8.333\% + S)$   
 $K.UP = 8.333\% / (8.333\% - S)$

## STREET SLOPE ADJUSTMENTS

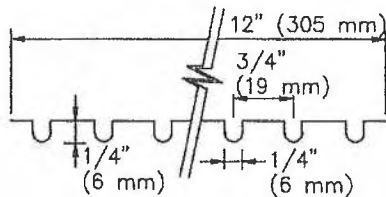
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

**CURB RAMP**

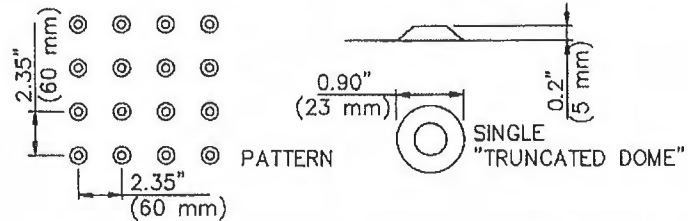
STANDARD PLAN

**111-5**

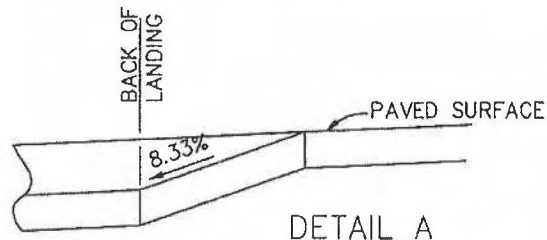
SHEET 9 OF 10



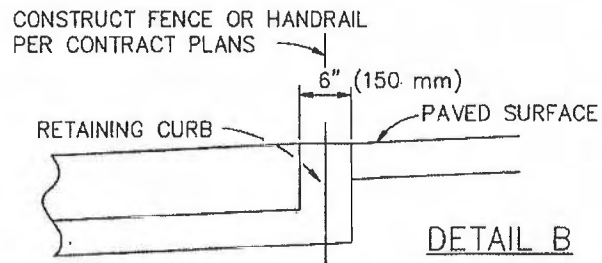
GROOVING DETAIL



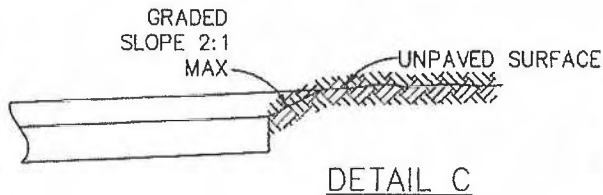
DETECTABLE WARNING DETAIL



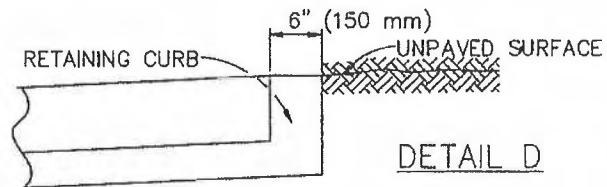
DETAIL A



DETAIL B



DETAIL C

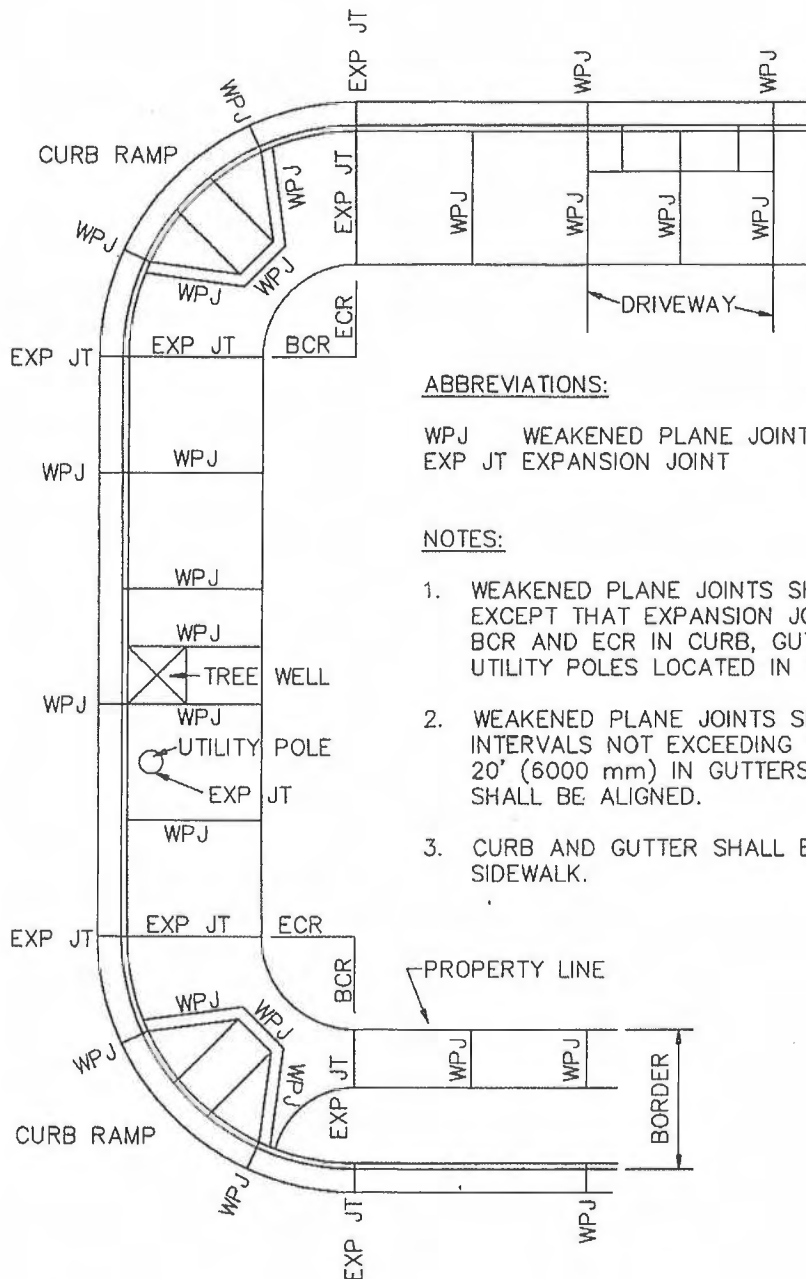


DETAIL D

GENERAL NOTES:

1. CONCRETE SHALL BE CLASS 520-C-2500 (310-C-17) CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. R = 3' (900 mm) UNLESS OTHERWISE SHOWN ON PLAN. SEE SHEET 7.
7. ANGLE =  $\Delta/2$  UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.





#### ABBREVIATIONS:

WPJ WEAKENED PLANE JOINT  
EXP JT EXPANSION JOINT

BCR BEGINNING OF CURB RETURN  
ECR END OF CURB RETURN

#### NOTES:

1. WEAKENED PLANE JOINTS SHALL BE USED FOR ALL JOINTS, EXCEPT THAT EXPANSION JOINTS SHALL BE PLACED AT THE BCR AND ECR IN CURB, GUTTER AND SIDEWALK, AND AROUND UTILITY POLES LOCATED IN SIDEWALK AREAS.
2. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT REGULAR INTERVALS NOT EXCEEDING 10' (3000 mm) IN WALKS AND 20' (6000 mm) IN GUTTERS. JOINTS IN CURB AND WALK SHALL BE ALIGNED.
3. CURB AND GUTTER SHALL BE CONSTRUCTED SEPARATELY FROM SIDEWALK.

#### STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1984  
REV. 1996, 2009

### CURB AND SIDEWALK JOINTS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

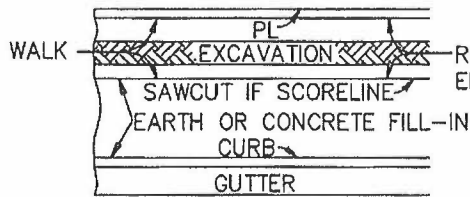
112-2

SHEET 1 OF 1

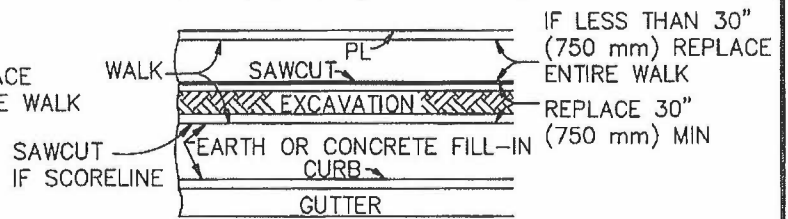
## WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE

### WALK ADJACENT TO PROPERTY LINE

WALK LESS THAN 5' (1500 mm) WIDE

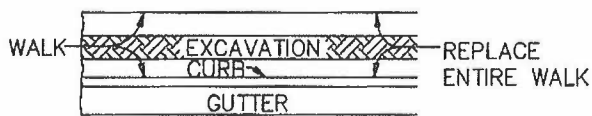


WALK 5' (1500 mm) WIDE OR MORE

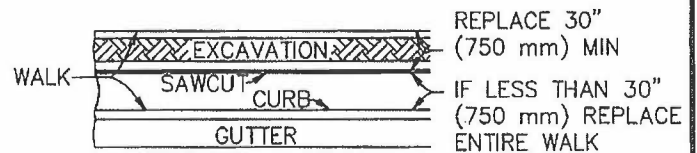


### WALK ADJACENT TO CURB

WALK LESS THAN 5' (1500 mm) WIDE

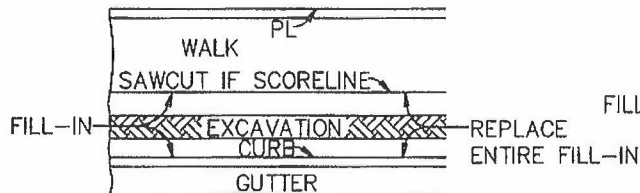


WALK 5' (1500 mm) WIDE OR MORE

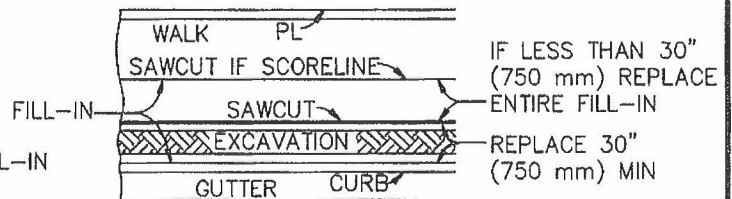


### FILL-IN REPLACEMENT

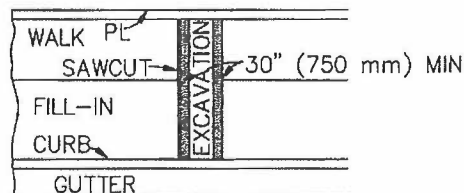
FILL-IN LESS THAN 5' (1500 mm) WIDE



FILL-IN 5' (1500 mm) WIDE OR MORE



## WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE NORMAL TO CURB OR PROPERTY LINE



THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS.

IF AN EXCAVATION FALLS WITHIN 30" (750 mm) OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.

IF AN EXCAVATION FALLS WITHIN 12" (300 mm) OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT BEFORE CONCRETE REMOVAL. THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 30" (750 mm).

### STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1993  
REV. 1996, 2009

## SIDEWALK & DRIVEWAY REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

# 113-2

SHEET 1 OF 2

## NOTES

1. CONCRETE WALK, FILL-IN AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO NEATLY SAWED EDGES. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB; ON CURVES, THE CUT SHALL BE RADIAL TO THE CURB.
2. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS LESS THAN 11' (3300 mm) SHALL BE REPLACED IN THEIR ENTIRETY IF CUT IN ANY AREA.
3. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT WITHIN THE "W" SECTION. THE MINIMUM REPLACEMENT SHALL BE 30" (750 mm) IN LENGTH. THE MINIMUM DISTANCE ALLOWED BETWEEN SUCH CUTS SHALL BE 14' (4200 mm).
4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT IN THE "X" OR "R" SECTION. REPLACEMENT SHALL BE THE ENTIRE "X" OR "R" SECTION.
5. DRIVEWAY APRONS SHALL BE REPLACED FROM THE BACK OF THE CURB TO THE FRONT EDGE OF THE WALK, EXCEPT, WHERE WALK IS ADJACENT TO CURB, REPLACEMENT SHALL BE FROM BACK OF CURB TO BACK OF WALK.
6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.
7. REPLACEMENT OF THE "X" OR "R" SECTION SHALL MATCH EXISTING CONSTRUCTION.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

**SIDEWALK & DRIVEWAY REPLACEMENT**

STANDARD PLAN

**113-2**

SHEET 2 OF 2