



DEPARTMENT OF PUBLIC WORKS, WATER AND DEVELOPMENT SERVICES

4305 Santa Fe Avenue, Vernon, California 90058

Telephone (323) 583-8811

August 22, 2016

Via e-mail

NOTICE TO BIDDERS – ADDENDUM NO. 1

FIRE DEPARTMENT REGIONAL TRAINING CENTER, PHASE 2

CONTRACT NO. CS-0671

IN THE CITY OF VERNON, CALIFORNIA

This notice shall be considered as Addendum No. 1 to the Plans and Specifications for the above-mentioned project and modifies the original Contract Documents, as noted below. Portions of the Contract, not specifically mentioned in the Addendum, remain in force.

Bid Plans:

In the Bid Plans, the following sheets are to be amended as follows:

1. Sheets 1, 3 and 4 of 9 – TITLE SHEET, GRADING and DETAILS: Construction Note No. 6 shall be amended to read:
Construct 6” thick PCC pavement with #3 bar at 12” O.C. both direction over compacted (95% relative) native. Contraction transverse joints shall be spaced at 15’ max. Mix shall be 560-C-3250.
2. Sheet 3 of 9 – GRADING: Earthwork Quantities shall be amended to read:
CUT (CY) 457 CY
FILL (CY) 78 CY
NET (CY) 379 CY (CUT)

Bid Specifications:

In the Bid Specifications, the following items are to be amended as follows:

1. BIDDING FORMS – SCHEDULE OF BID PRICES:
Item No. 8 on Page BF 5 of 35 shall be amended to read:
Construct 6” thick PCC pavement with #3 bar at 12” O.C. both direction over compacted (95% relative) native. Contraction transverse joints shall be spaced at 15’ max. Mix shall be 560-C-3250.
Item No. 20 on Page BF 6 of 35, the quantity shall be amended to read:
379 CY

Exclusively Industrial

2. EXHIBIT B – SPECIAL PROVISIONS: Section B-15.01 shall be amended to read:
B-15.01 Use of City Yard for Disposal of Excess Material – The Contractor shall use the City owned yard located at 2221 55th Street (between Santa Fe Avenue and Alameda Street) for the disposal of excess material. The temporary use of the site will be available to the contractor at no cost.

Excess material hauled to the City yard shall be cleared of all brush, grass, weeds and all other objectionable materials.

3. ATTACHMENT A – BID ITEM SPECIFICATIONS: Bid Item 21: Earthwork (Export) shall be amended to read:
**Earthwork operations shall conform to the requirements of Section 300-2, “Unclassified Excavation” (SSPWC) and Section 300-4. Grading shall be performed to construct the lines and grades shown on the plans.
Add the following to Subsection 300-2.1, “General”, (SSPWC):**

Unclassified excavation shall include all excavation not covered under clearing and grubbing nor in any of the removal items.

The Contractor’s attention is directed to the Geotechnical Report boring locations regarding existence of underground water.

If underground water is encountered during excavation, it shall be the responsibility of the Contractor to dewater and use special grading techniques and/or material to handle this condition prior to placing fill. All cost for complying with this requirement shall be included in the contract unit price for unclassified excavation. Any other methods or techniques implemented shall be included in the bid item for unclassified excavation.

Add the following to the end of Subsection 300-4.9, “Measurement and Payment,” (SSPWC):

The measurement of material will be based on the volume it occupies in its final position after compaction. Unit price bid per CY shall include payment for transporting and disposal of surplus dirt in accordance to all applicable local, State and Federal regulations.

Contractor shall haul and dispose of all excess material to the City yard located at 2221 55th Street (West of Santa Fe Avenue).

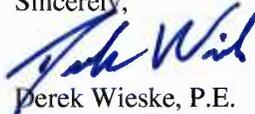
Material hauled to City yard shall be cleared of all brush, grass, weeds and all other objectionable materials.

Payment for excavation and export of materials off-site shall be per contract unit price per CY and shall include hauling and disposal of material to City yard in accordance with all applicable federal, state and local regulations. No additional compensation will be allowed therefor.

Payment for grading shall be included in the contract unit price for various items of work and no additional compensation will be allowed therefor.

If you have any questions, please contact Lissette Melendez of my staff at (323) 583-8811 extension 246.

Sincerely,

A handwritten signature in blue ink that reads "Derek Wieske". The signature is written in a cursive style with a large initial "D".

Derek Wieske, P.E.
Director of Public Works, Water, & Development
Services

DW/lm
Enclosures
c: Deputy City Clerk
Lissette Melendez
Cindy Mireles

BIDDING FORMS

BIDDER’S PROPOSAL

The undersigned submits this Bid in response to the Notice Inviting Bids issued by the City to construct the Work of the following Project in accordance with the Contract Documents:

PROJECT: Fire Department Regional Training Center, Phase 2, Contract No. CS-0671

A. Enclosed herewith and by this reference incorporated herein and made a part of this Bidder’s Bid are the following completed forms:

- 1. Bidder’s Proposal
- 2. Schedule of Bid Prices
- 3. Incumbency Certificate
- 4. Bid Security in the following form (*check one*):

Cashier’s Check
 Certified Check
 Bid Bond
 Cash

- 5. Bidder’s Statement of Qualifications
- 6. Experience Form
- 7. Statement of Violations of Federal, State or Local Law, if applicable
- 8. Contractor Safety Questionnaire
- 9. Designation of Subcontractors
- 10. Contractor’s Affidavit of Noncollusion
- 11. Insurance Requirements Affidavit
- 12. Statement of Disqualification or Debarment.
- 13. Pre-Bid Site Inspection Certification.

B. Acknowledgment of Addenda. The Bidder shall acknowledge the receipt of all Addenda by attaching a signed copy of all Addenda, and by listing all Addenda received and attached in the space below.

If an Addendum or Addenda have been issued by the City and not attached and noted above as being received by the Bidder, the Bid may be rejected.

C. Inspection of the Work and Contract Documents. Bidder certifies that it has carefully examined and is fully familiar with all of the provisions of the Bidding Documents and said Bidding Documents contain sufficient detail regarding the Work to be performed; that it has notified City of any errors or omissions in the Bidding Documents and/or any unusual site conditions; and that it has carefully checked all words, prices, and statements in this Bidding Document. Bidder hereby certifies that he/she and his/her Subcontractors have inspected the site and related Drawings and Specifications of Work and fully acquainted themselves with all conditions and matters which may in any way affect the Work, time of completion or the costs thereof.

Bidder also certifies he/she has observed the designated Contractor Work areas and access routes, if disclosed or shown, as part of the Work in this Contract.

SITE INSPECTION – CERTIFICATION:

Person(s) who inspected site of the proposed Work for your firm:

Name: _____ Date of Inspection _____

Title: _____

Name: _____ Date of Inspection _____

Title: _____

D. Bidder agrees that all costs of Work shown in the Bidding Documents, including work reasonably inferable therefrom and necessary thereto, are included in his/her Bid. All Work shown in the Contract Documents for which a specific line item is not provided in the Bidding Form is included in the Bidder’s Total Base Bid Price.

E. Forfeiture of Bid Security. Bidder further agrees that, in case of his/her default in executing the required Contract and the required bonds, or furnishing the required insurance, the money payable under the Bid Security accompanying this Bid shall be applied by the City towards payment of the damage to the City on account of such default, as provided in the Bidding Documents.

F. Period of Irrevocability. Bidder agrees that this Bid shall remain open and shall not be withdrawn for a period of not less than ninety (90) calendar days from the date of award of Contract, or until rejected by the City, whichever period is shorter.

G. Bid Dispute Indemnification. In the event of a Bid dispute based upon the Bidder’s submission of this Bid and the City acceptance of same, the Bidder shall indemnify, defend (with counsel acceptable to City), and hold harmless the City, its City Council members, employees, and agents from liability, claims, demands, damages, and costs arising therefrom if such dispute or action arises solely upon the award of a Contract in compliance with federal, state, and local laws.

The Bidder declares that neither he/she nor any member of his/her firm or corporation is an officer or employee of the City of Vernon.

I hereby certify under penalty of perjury under the laws of the State of California that the representations made herein are true and correct.

Executed this ____ day of _____ at _____, _____
City State

**Bidder’s Proposal
Respectfully Submitted,**

NAME OF BIDDER

COMPANY
NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL: _____

CALIFORNIA STATE CONTRACTOR'S LICENSE NUMBER: _____

EXPIRATION DATE: _____

TAX IDENTIFICATION NO.: _____

SURETY COMPANY: _____

All Bid forms must be signed where so indicated by the person or persons duly authorized to sign on behalf of the Bidder. By signing the Bid, the person signing is deemed to represent that he or she has authority to bind the Bidder. Failure to sign the Bidder's Proposal may invalidate the Bid.

BIDDER'S PROPOSAL – SIGNATURE(S):

Form of Entity of Bidder:

Please check the appropriate signature block below and fill in all related information.

Sole Proprietorship:

By: _____
Title: _____
Printed name of person signing

Signature

List all d/b/a's: _____

Partnership: General Partner Limited Partner

By: _____
Title: _____
Printed name of person signing

Signature

Corporation:

By: _____
Printed name of person signing

Corporate Officer Title: _____

Signature

Corporate Seal

Joint Venture: Corporation Partnership
 Individual Other _____

By: _____
Title: _____
Printed name of person signing

Signature

Name of all Joint Venturers: _____

[If the Bidder is a corporation or a limited liability company, enter state or county of incorporation in addition to the business address and include an incumbency certificate executed by a Secretary thereof in the form set forth herein listing each officer with signing authority and his/her corresponding office. If the Bidder is a partnership or joint venturer stating that the respective partner or joint venturer agrees to be held jointly and severally liable for any and all of the duties and obligations of the Bidder under the Bid and under any contract arising therefrom. Attach evidence to the Bid Proposal Form that the individual signing has authority to do so.]

SCHEDULE OF BID PRICES

PROJECT: Fire Department Regional Training Center, Phase 2, Contract No. CS-0671

BIDDER'S NAME: _____

BASE BID

Pursuant to and in compliance with your Notice Inviting Bids and Contract Documents relating to the Project including all Addenda (attach signed copies), Bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work at the place where the Work is to be done, hereby proposes and agrees to fully perform the Work within the time stated in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the Work and complete it in a workmanlike manner) for the total **Base Bid sum** of:

_____ Dollars (\$_____)

Item No.	Description	Quantity	Units	Unit Price	Total Cost
1	BONDING, MOBILIZATION AND INSURANCE	1	LS		
2	PREPARATION AND IMPLEMENTATION OF WATER POLLUTION CONTROL PLAN	1	LS		
3	SAWCUT AND REMOVE EXISTING AC PAVEMENT. REPLACE IN KIND (MIN. 4")	810	SF		
4	CONSTRUCT PCC CURB (TYPE B1-4) PER CALTRANS STD PLAN RSP A87A.	112	LF		
5	CONSTRUCT PCC CURB AND GUTTER (TYPE B2-4) PER CALTRANS STD PLAN RSP A87A.	257	LF		
6	CONSTRUCT PCC CURB (TYPE D-4) PER CALTRAN STD PLAN RSP A87A.	125	LF		
7	CONSTRUCT PCC LONGITUDINAL GUTTER (W=3') PER SPPWC STD PLAN 122-2.	244	LF		
8	CONSTRUCT 6" THICK PCC PAVEMENT WITH #3 BAR AT 12" O.C. BOTH DIRECTION. JOINTS SHALL BE SPACED AT 15' MAX. MIX SHALL BE 560-C-3250.	15,463	SF		
9	SAWCUT AND REMOVE EXISTING PCC CURB AND SPANDREL.	48	SF		
10	ADJUST UTILITY COVER TO FINISHED GRADE.	4	EA		
11	FURNISH AND INSTALL GRAVEL (6" MIN) PER DETAIL NO. 1, SHEET NO. 5.	117	CY		

12	CONSTRUCT PCC CURB ALONG EXISTING BLOCK WALL PER DETAIL NO. 2, SHEET NO. 5.	105	LF		
13	CONSTRUCT 6" PVC (SCHEDULE 80) DRAIN PIPE WITH BEDDING PER CITY OF VERNON STD PLAN V2264. FITTINGS PER PLAN.	165	LF		
14	FURNISH AND INSTALL RAINSTORE3 INFILTRATION SYSTEM BY INVISIBLE STRUCTURES OR APPROVED EQUAL PER MANUFACTURERS SPECIFICATIONS AND PER DETAIL NO. 1, SHEET NO. 6.	2	EA		
15	CONSTRUCT PIPE TO EXISTING GRATE INLET STRUCTURE PER SPPWC STD PLAN NO. 335-2.	1	EA		
16	CONSTRUCT PIPE TO EXISTING RCP PER SPPWC STD PLAN NO. 335-2.	1	EA		
17	CONSTRUCT 36"X36" GRATE INLET, MODEL 3636CB BY BROOKS PRODUCTS OR APPROVED EQUAL.	2	EA		
18	FURNISH AND INSTALL GRATE INLET SKIMMER BOX BY BIO-CLEAN ENVIRONMENTAL SERVICES OR APPROVED EQUAL.	3	EA		
19	CONSTRUCT TRENCH REPAIR PER CITY OF VERNON STD PLAN V2264.	86	SF		
20	EARTHWORK (EXPORT)	379	CY		
21	LANDSCAPE AND IRRIGATION	1	LS		
22	SURVEYING	1	LS		

All other work items, labor, materials, tools and incidentals which are not specifically listed in the above bid items, but are necessary to complete the project per specifications, and all other applicable standards and codes are considered to be included in the above bid items.

If there is a discrepancy between (1) the “Grand Total” (Base Bid Sum) shown immediately above, (2) any of the “total costs” shown in the far right column above, or (3) the individual Unit Price, then the Unit price shall control over the total cost, and the total cost shall control over the total. If, however, the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as the entry for the item total, then the item total shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

Bidder shall exclude the cost of Permit Fees from Bidder’s Base Bid sum; Base Bid sum shall include the cost of administration and coordination of Governmental Approvals and Utility Fees.

Respectfully submitted:

Signature

Address

Title

Date

License Number

Date of Expiration

(SEAL - if Bid is by a corporation)

Attest _____

Amount of Certified or Cashier's Check or Bid Bond

Name of Bonding Company

INCUMBENCY CERTIFICATE

Print legibly the names and title of the president and all officers of the Company who are authorized to sign the Bid Forms:

PRESIDENT'S & OFFICERS' NAME:

TITLE:

The undersigned hereby certifies to the City of Vernon that he/she is the duly elected and acting Secretary of _____ (the "Company"), and that, as such, he/she is authorized to execute this Incumbency Certificate on behalf of the Company, and further certifies that the persons named above are the duly elected, qualified and acting officers of the Company, holding on the date hereof, the titles and positions set forth opposite their names and are authorized to sign the Bid Forms.

IN WITNESS WHEREOF, the undersigned has executed this Incumbency Certificate this _____ day of _____, 20__.

Secretary's Name-Printed

Secretary's Signature

Bond No.: _____
Premium Amount: \$ _____
Bond's Effective Date: _____

BID BOND

RECITALS:

1. The City of Vernon, California ("City"), has issued a Notice Inviting Bids for the Work described as follows:
Contract No. CS-0671: _____ **in Vernon, CA.** ("Project").
2. In response to the Notice Inviting Bids, _____
(Name, address, and telephone of Contractor)

("Principal"),
has submitted the accompanying Bid for the Project.
3. Principal is required under the terms of the Specification—and all Bidding Documents referenced in it—to furnish a bond with the Bid.
4. The Specification, including all its amendments and supplements, and Principal's Bid are incorporated into this Bond and made a part of it by this reference.

OBLIGATION:

THEREFORE, for value received, We, Principal and

(Name, address, and telephone of Surety)

("Surety"),

a duly admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of _____ Dollars (\$ _____) ("the Bonded Sum"), this amount comprising not less than **FIVE PERCENT (5%)** of Principal's Base Bid, in lawful money of the United States of America.

The California Licensed Resident Agent for Surety is:

(Name, address, and telephone)
_____. Registered Agent's California Department of Insurance License No. _____.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if: (1) Principal does not (a) withdraw its Bid for the period specified in the Bidding Documents, or—if no period is specified—for ninety (90) calendar days after City awards the Contract for the Project, or (b) attempt to withdraw its Bid when the requirements of California Public Contract Code §5101 *et seq.*, or any successor legislation, are not met; or (2) City awards Principal the Contract in response to Principal's Bid, and within the time and manner specified by the Specification or Contract Documents or—if no period is specified—within fourteen (14) calendar days after the Contract's award, Principal (a) signs and delivers to City the Contract, in accordance with the Bid as accepted, (b) furnishes the required bonds for not only Principal's faithful performance and proper fulfillment of the Contract, but also Principal's payment for labor and materials used in the Project, and (c) furnishes the required insurance, then this obligation becomes null and void. Otherwise, this Bond remains in full force and effect, and the following terms and conditions apply to this Bond:

1. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing that upon City's awarding the Contract to Principal, the Principal will enter into the Contract with City.
2. No right of action accrues on this Bond to any entity other than City or its successors and assigns.
3. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay— in addition to the Bonded Sum— City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.

4. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.

On the date set forth below, Principal and Surety duly executed this Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Date: _____

PRINCIPAL:

SURETY:

(Company Name)

(Company Name)

(Signature)

(Signature)

By: _____
(Name)

By: _____
(Name)

Its: _____
(Title)

Its: _____
(Title)

Address for Serving Notices or Other Documents:

Address for Serving Notices or Other Documents:

CORPORATE SEAL

CORPORATE SEAL

-
- EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.
 - THE ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.
 - A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.
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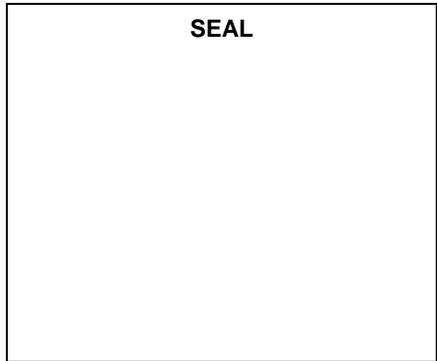
**BOND ACKNOWLEDGMENT
FOR
SURETY'S ATTORNEY-IN-FACT**

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____,
before me, _____(name), a Notary Public for said County,
personally appeared _____(name), who proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this instrument as the attorney
in fact of _____, and acknowledged to me that he/she subscribed the
name of _____ thereto as principal, and his/he own name as
attorney in fact.

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

Notary Public



BIDDER'S STATEMENT OF QUALIFICATIONS

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? _____

1.2 How many years has your organization been in business under its present name? _____

1.2.1 Under what other names has your organization operated?

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation/organization: _____

1.3.2 State of incorporation/organization: _____

1.3.3 Corporate ID number: _____

1.3.4 Name of President: _____

1.3.5 Agent for Service of Process: _____

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization/formation: _____

1.4.2 Type of partnership (if applicable): _____

1.4.3 Name(s) of general partner(s): _____

1.4.4 List all states in which you are registered and state ID numbers for each:

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: _____

1.5.2 Name of owner: _____

1.6 If the form of your organization is other than those listed above, describe it and name the principals: _____

2. LICENSING

2.1 List jurisdictions in which your organization is legally qualified to do business, indicate registration or license numbers, and category of license, if applicable.

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

2.3 List any licensing suspensions and/or violations assessed against your organization within the past five years.

3. EXPERIENCE

3.1 List the categories of Work that your organization normally performs with its own personnel.

3.2 On the Experience Form, list the project information that establishes that Bidder meets the essential requirements for qualification set forth in the Mandatory Qualifications paragraph of the Notice Inviting Bids for this Project.

3.3 On a separate sheet, list projects to which your firm or business has been awarded a government contract since your firm or business has been in existence (giving the name and address of the project, the government agency, contact name and phone number, the contract amount, and contract's starting date and ending date).

3.4 On a separate sheet, list the experience and present commitments of the key individuals of your organization.

4. CLAIMS; LAWSUITS; CRIMINAL ACTS

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly-traded corporation.

4.1 In the past five (5) years, have, you, your firm or any of its owners, partners, officers, or employees been a defendant in court, or participated in an arbitration or mediation, on a matter related to:

4.1.1 The performance, non-performance, default, violation, or breach of a contract or agreement?

YES NO

4.1.2 A vehicle collision or accident involving your firm's employees?

YES NO

4.1.3 Damage to real property arising out of your services or operations?

YES NO

4.1.4 Employment-related litigation brought by an employee of your firm?

YES NO

4.1.5 Payment to a subcontractor or supplier?

YES NO

4.1.6 Defective, deficient, or substandard work?

YES NO

If the answer to any questions in 4.1.1 to 4.1.6 is **YES**, identify the name of the person or entity that sued (i.e., "the plaintiff") or was involved in the mediation or arbitration; list the date, court, court address, and case number; describe the facts and circumstances giving rise to the lawsuit, mediation, or arbitration; and set forth the outcome or disposition. Attach additional sheets as necessary.

4.2 Have you or your firm ever filed a claim for damages or a lawsuit, or requested arbitration or mediation, against a government entity or a Client?

YES NO

If **YES**, identify the government entity or client; list the date, court and case number; describe the facts and circumstances about the claim for damages, or the lawsuit, or both; and set forth the outcome or disposition. Attach additional sheets as necessary.

4.3 Are there any pending or outstanding judgments or liens against you, your firm, or any of its owners, partners, officers, or employees?

YES NO

If **YES**, identify the name of the person or entity entitled to payment; list the date court and case number; describe the facts and circumstances giving rise to the judgment or lien; and set forth the amount of the judgment or lien. Attach additional sheets if necessary.

4.4 In the past five (5) years, has any government entity ever: (a) investigated, cited, disciplined, or assessed any penalties against you, your firm, or any of its owners, partners, officers, or employees, or (b) determined or concluded that your firm or any of its owners, partners, officers, or employees violated any laws, rules, or regulations?

YES NO

If **YES**, identify the government entity; list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 4.5 In the past five (5) years, have you, your firm or any of its owners, partners, officers or employees been convicted of a crime related to the bidding of a government contract, the awarding of a government contract, or the performance of a government contract? (“Convicted” includes a verdict of guilty by a judge or jury, a plea of guilty, a plea of nolo contendere, or a forfeiture of bail.)

YES **NO**

If **YES**, identify the government entity; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

- 4.6 In the past five (5) years, have you, your firm, or any of its owners, partners, officers or employees been convicted of a crime involving embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, or receiving stolen property, or making or submitting a false claim?

YES **NO**

If **YES**, identify the crime or offense; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

- 4.7 Have you or, if Bidder is a corporation, any principal of the corporation ever been convicted of a felony?

YES **NO**

If **YES**, please explain the details of that conviction and, if so, whether you or said officer have served his or her sentence.

- 4.8 In the past five (5) years, has a government entity determined or concluded that you, your firm, or any of its owners, partners, officers or employees made or submitted a false claim (including a false claim for payment), or made a material misrepresentation?

YES **NO**

If **YES**, identify the government entity, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 4.9 Have you or your company ever been charged by any governmental agency for failure to follow safety procedures? If **YES**, please explain.

YES **NO**

- 4.10 Has any governmental agency ever submitted a complaint against you or your firm to the California State Labor Commission for failure to submit certified payrolls? If your answer is "Yes", please provide the details of such complaint.

YES NO

5. FIRM'S OPERATIONAL STATUS

- 5.1. In the past seven (7) years, has your firm, or anyone else acting on behalf of your firm, filed for bankruptcy, insolvency, receivership, or reorganization?

YES NO

If **YES**, list the filing date, identify the court and case number; describe the facts and circumstances giving rise to each instance; and set forth the disposition or current status. Attach additional sheets as necessary.

- 5.2. In the past five (5) years, has your firm had an consolidations, mergers, acquisitions, closings, layoffs or staff reductions?

YES NO

If **YES**, list the filing date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 5.3. Is your firm in the process of, or in negotiations toward: (a) consolidating, merging, selling, or closing its business, or (b) laying off employees or reducing staff?

YES NO

If **YES**, describe the transaction; list the anticipated date for completing the transaction, laying off employees, or reducing staff; and describe the facts, circumstances, and reason for taking the action. Attach additional sheets as necessary.

6. BIDDING; DEBARMENT; CONTRACT PERFORMANCE

- 6.1. Has a government entity ever debarred, disqualified, removed, suspended, or otherwise prevented you or your firm from bidding on, contracting, or completing a construction project?

YES NO

If **YES**, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance, and state the reason for the government entity's action against your firm. Attach additional sheets as necessary.

- 6.2. Has a government entity ever rejected your firm's Bid or Proposal on the ground that you or your firm is a "non-responsible" bidder or proposer?

YES NO

If **YES**, identify the name of the government entity, list the date, describe the facts and circumstances about each instance, and state the reason or basis for the government entity's determining that your firm was a "non-responsible" bidder. Attach additional sheets as necessary.

- 6.3. Have you or your firm ever failed to fulfill or perform – either partially or completely – a contract or an agreement with a government entity or a client?

YES NO

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.4. In the past five (5) years, have you or any officer or principal of your firm been an officer of another firm which failed to perform a contract or agreement?

YES NO

If **YES**, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.5. Has your firm ever advised a government entity or a client, while your firm was under contract with the government entity or client, that your firm could not (or would not) fulfill or perform – either partially or completely – the contract or the agreement based on the prices that your firm had originally submitted in a Bid or a Proposal?

YES NO

If **YES**, list the date, identify the name of the government entity or client, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.6. Has your firm ever requested a government entity or a client, while your firm was under contract with the government entity or client, to renegotiate one or more terms of the existing contract or agreement?

YES NO

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.7. Has your firm ever requested a government entity or a client, while your firm was under contract with the government entity or client, to: (a) cancel the contract or agreement, or (b) release or discharge your firm from the contract or agreement?

YES NO

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.8. Has a government entity or a client ever terminated, suspended, or non-renewed your firm's contract or agreement before its completion?

YES **NO**

If **YES**, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.9. Has a government entity or a client ever notified or advised your firm that your firm's performance under a contract or agreement was poor, sub-standard, deficient, or non-compliant?

YES **NO**

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.10. In the past five (5) years, has your firm paid, or has your firm been assessed, liquidated damages on a contract or agreement?

YES **NO**

If **YES**, identify all such contracts/projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed, and all other information necessary to fully explain the assessment or payment of liquidated damages. Attach additional sheets as necessary.

7. INSURANCE AND BONDS

- 7.1. In the past ten years, has an insurance company or a surety company:

- 7.1.1. Refused to insure your firm for liability coverage?

YES **NO**

- 7.1.2. Canceled or non-renewed your firm's insurance coverage?

YES **NO**

- 7.1.3. Refused to issue your firm a bond?

YES **NO**

- 7.1.4. Canceled or revoked a bond obtained by your firm?

YES **NO**

If the answer to any questions in 7.1.1 to 7.1.4 is **YES**, identify the name of the insurance company or surety company, list the date, and describe the facts and circumstances about each instance. Attach addition sheets as necessary.

7.2 In the past ten (10) years, has an insurance company or surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims against a performance bond, payment bond, or maintenance bond issued on your firm's behalf?

YES NO

If YES, identify each contract completed or amount of each claim, the name and telephone number of the claimant, the date, grounds and current status of the claim, and if resolved, the method, nature, and amount of the resolution. Attach addition sheets as necessary.

8. SURETY

8.1 If a performance and/or payment bond is required by this bid, identify the bonding company if arrangements for the bond have been made; if not, identify the bonding company for the Contractor's most recent project:

8.2 Name and address of agent:

All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Bidder.

I hereby certify under penalty of perjury under the laws of the state of California that the representation made herein are true and correct.

Signature of Bidder _____

BIDDER’S EXPERIENCE FORM

PROJECT NAME: Fire Department Regional Training Center, Phase 2

CONTRACT NO. CS-0671

COMPANY NAME: _____

*****Please use additional sheets if necessary**

List below the project information that establishes that Bidder meets the essential requirements for qualification set forth in the Mandatory Qualifications paragraph of the Notice Inviting Bids for this Project.

	CONTRACT START DATE	CONTRACT END DATE	CONTRACT \$ AMOUNT	PROJECT NAME	ADDRESS	CONTACT NAME	CONTACT PHONE NUMBER
1							
2							
3							

All of the above statements as to experience are submitted in conjunction with the proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Bidder. I hereby certify under penalty of perjury under the laws of the state of California that the representation made herein are true and correct.

Signature of Bidder _____

Print name: _____

State of California Contractor’s License No. _____ Contractor’s License expiration date _____

CONTRACTOR SAFETY QUESTIONNAIRE

Company Name: _____

Primary Type of Work: _____

Person Completing Form: _____

Title: _____ Phone Number: _____

Date: _____

SAFETY PERFORMANCE

1. List your company's Interstate Experience Rating Modifier (ERM)¹ for the three most recent years.

20	_____
20	_____
20	_____

2. List your company's number of injuries/illnesses from your OSHA 300 logs for the three most recent years.

	20	20	20
a. Fatalities	_____	_____	_____
b. OSHA recordable incidents	_____	_____	_____
c. Lost work day incidents	_____	_____	_____
d. Total lost work days	_____	_____	_____
e. Total hours worked	_____	_____	_____

3. Upon request from the City, the contractor(s) shall provide copies of the following items (a-g); and Items (d-g) for each listed Subcontractor

- | | |
|--|---|
| a). OSHA 300 logs for the most recent three years and current year-to-date | e). Training Plans |
| b). Verification of ERM from your insurance carrier | f). Training Certificates for Employees |
| c). Injury/Illness Report | g). Emergency Response Training |
| d). Complete written Safety Program | |

4. Company Safety Contact:

a. Name _____

b. Phone _____

¹ ERM = applies to workers' compensation policies. It compares the experience of this contractor to others of similar size, type and ratio. Used against annual premium. It has a direct correlation to how much the contractor pays in workers' comp premium.

CONTRACTOR SAFETY QUESTIONNAIRE (continued)

SAFETY PROGRAM

1. SAFETY PROGRAM DOCUMENTATION Circle One
- a. Do you have a written safety program manual? Yes No
 1) Last revision date _____
- b. Do you have a written safety field manual? Yes No
- c. Are all workers given a booklet that contains work rules, responsibilities, and other appropriate information? Yes No
2. POLICY AND MANAGEMENT SUPPORT
- a. Do you have a safety policy statement from an officer of the company? Yes No
- b. Do you have a disciplinary process for enforcement of your safety program? Yes No
- c. Does management set corporate safety goals? Yes No
- d. Does executive management review:
- | | | |
|--------------------------|---------------------|--------|
| <input type="checkbox"/> | Accident reports? | Yes No |
| <input type="checkbox"/> | Safety statistics? | Yes No |
| <input type="checkbox"/> | Inspection reports? | Yes No |
- e. Do you safety pre-qualify subcontractors? Yes No
- f. Do you have a written policy on accident reporting and investigation? Yes No
- g. Do you have a light-duty, return-to-work policy? Yes No
- h. Is safety part of your supervisor’s performance evaluation? Yes No
- i. Do you have a personal protective equipment (PPE) policy? Yes No
- j. Do you have a written substance abuse program? Yes No
 If yes, does it include (check all applicable boxes):
- | | | | |
|--------------------------|--------------------------|--------------------------|----------------------------------|
| <input type="checkbox"/> | Pre-employment testing | <input type="checkbox"/> | Return-to-duty testing |
| <input type="checkbox"/> | Random testing | <input type="checkbox"/> | Disciplinary process |
| <input type="checkbox"/> | Reasonable cause testing | <input type="checkbox"/> | Alcohol testing |
| <input type="checkbox"/> | Post accident testing | <input type="checkbox"/> | National Institute on Drug Abuse |
| <input type="checkbox"/> | Panel Screen | | |
- k. Does each level of management have assigned safety duties and responsibilities? Yes No

3. TRAINING AND ORIENTATION

- a. Do you conduct safety orientation training for each employee? Yes No
- b. Do you conduct site safety orientation for every person new to the job site? Yes No
- c. Does your safety program require safety training meetings for each supervisor (foreman and above)? Yes No
 How often?
 Weekly Monthly Quarterly Annually Other_____
- d. Do you hold tool box/tailgate safety meetings focused on your specific work operations/exposures? Yes No
 How often?
 Weekly Daily Other_____
- e. Do you require equipment operation/certification training? Yes No

4. ADMINISTRATION AND PROCEDURES

- a. Does your written safety program address administrative procedures? Yes No
- If yes, check which apply:
- | | |
|---|--|
| <input type="checkbox"/> Pre project/task planning | <input type="checkbox"/> Emergency procedures |
| <input type="checkbox"/> Record keeping | <input type="checkbox"/> Audits/inspections |
| <input type="checkbox"/> Safety committees | <input type="checkbox"/> Accident investigations/reporting |
| <input type="checkbox"/> HAZCOM | <input type="checkbox"/> Training documentation |
| <input type="checkbox"/> Substance abuse prevention | <input type="checkbox"/> Hazardous work permits |
| <input type="checkbox"/> Return-to-work | <input type="checkbox"/> Subcontractor prequalification |
- b. Do you have project safety committees? Yes No
- c. Do you conduct job site safety inspections? Yes No
 How often?
 Daily Weekly Monthly Other_____
- Do these inspections includes a routine safety inspection of equipment (e.g., scaffold, ladders, fire extinguishers, etc.)? Yes No
- d. Do you investigate accidents? Yes No
 How are they reported?
 Total company By superintendent
 By project By project manager
 By foreman In accordance with OSHA
- e. Do you discuss safety at all preconstruction and progress meetings? Yes No

- f. Do you perform rigging and lifting checks prior to lifting? Yes No
 For personnel For equipment Heavy lifts (more than 10,000 lbs.)

5. WORK RULES

- a. Do you periodically update work rules? Yes No
 When was the last update? _____

- b. What work practices are addressed by your work rules?

<input type="checkbox"/> CPR/first aid <input type="checkbox"/> Barricades, signs, and signals <input type="checkbox"/> Blasting <input type="checkbox"/> Communications <input type="checkbox"/> Compressed air and gases <input type="checkbox"/> Concrete work <input type="checkbox"/> Confined-space entry <input type="checkbox"/> Cranes/rigging and hoisting <input type="checkbox"/> Electrical grounding <input type="checkbox"/> Environmental controls and Occupational health <input type="checkbox"/> Emergency procedures <input type="checkbox"/> Fire protection and prevention <input type="checkbox"/> Floor and wall openings <input type="checkbox"/> Fall protection <input type="checkbox"/> Housekeeping <input type="checkbox"/> Ladders and scaffolds <input type="checkbox"/> Mechanical equipment/ maintenance/pre-op checks/ operation <input type="checkbox"/> Welding and cutting (hot work)	<input type="checkbox"/> Access—entrances/stairs <input type="checkbox"/> Respiratory protection <input type="checkbox"/> Material handling/storage <input type="checkbox"/> Temporary heat <input type="checkbox"/> Vehicle safety <input type="checkbox"/> Traffic control <input type="checkbox"/> Site visitor escorting <input type="checkbox"/> Public protection <input type="checkbox"/> Equipment guards and grounding <input type="checkbox"/> Monitoring equipment <input type="checkbox"/> Flammable material handling/storage <input type="checkbox"/> Site sanitation <input type="checkbox"/> Trenching and excavating <input type="checkbox"/> Lockout/Tagout <input type="checkbox"/> Energized/pressurized equipment <input type="checkbox"/> Personal protective equipment <input type="checkbox"/> Tools, power and hand <input type="checkbox"/> Electrical power lines <input type="checkbox"/> Other _____
--	---

6. OSHA INSPECTIONS

- a. Have you been inspected by OSHA in the last three years? Yes No
- b. Were these inspections in response to complaints? Yes No
- c. Have you been cited as a result of these inspections? Yes No

If yes, describe the citations (add additional sheets if necessary):

DESIGNATION OF SUBCONTRACTORS

NAME OF BIDDER: _____

Each Bidder must list, on the form provided on the next page, each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed in the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Drawings and Specifications, in an amount in excess of one-half of one percent of the Contractor's Base Bid Amount. Each Subcontractor must have an active and current license, and all requisite specialty certifications, when listed.

Bidder must provide the following information for **EACH** Subcontractor.

1. The name of the Subcontractor;
2. The trade and type of work that the Subcontractor will perform;
3. Location (address) of Subcontractor's place of business;
4. Subcontractor's license number; and any specialty licenses; and
5. Dollar value of the Work that the Subcontractor will perform.

Subletting or subcontracting of any portion of the Work in excess of one-half of one percent of the Contractor's Base Bid to which no Subcontractor was designated in the original Bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City setting forth the facts constituting the emergency or necessity.

If the Contractor violates any of the above provisions the Contractor may be in breach of this Contract and the City may exercise the option, in its own discretion, to (1) cancel this Contract, or (2) assess the Contractor a penalty in an amount not more than ten percent (10%) of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime Contract is awarded.

If the Contractor fails to specify a Subcontractor, or if the Contractor specifies more than one Subcontractor for the same trade or type of Work to be performed under the Contract in excess of one-half of one percent of the Contractor's Base Bid Amount, then the Contractor agrees that he/she is fully qualified to perform that Work himself/herself, and that he/she shall perform that Work himself/herself. If after award of Contract, the Contractor subcontracts any such Work, the Contractor will be subject to the statutory penalties.

**DESIGNATION OF SUBCONTRACTORS FORM
IS ON THE FOLLOWING PAGE**

The Contractor shall not:

- A. Substitute any person as Subcontractor in place of the Subcontractor listed in the original Bid, except that the City may consent to the substitution of another person as Subcontractor in any of the following situations:
 - 1. When the Subcontractor listed in the Bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of Work specified in the Subcontractor's bid and at the price specified in the Subcontractor's bid, when that written contract, based upon the general terms, conditions, Drawings and Specifications for the Project or the terms of Contractor's written Bid, is presented to the Subcontractor by the Contractor;
 - 2. When the listed Subcontractor becomes insolvent or the subject of an order for relief in bankruptcy;
 - 3. When the listed Subcontractor fails or refuses to perform his/her subcontract;
 - 4. When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth in Public Contract Code Section 4108;
 - 5. When the Contractor demonstrates to the City that the name of the Subcontractor was listed as the result of an inadvertent clerical error;
 - 6. When the listed Subcontractor is not licensed pursuant to the Contractors License Law;
 - 7. When the City determines that the Work performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the Drawings and Specifications, or that the Subcontractor is substantially delaying or disrupting the progress of the Work;
 - 8. When the listed Subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code; or
 - 9. When the City determines that the listed Subcontractor is not a responsible contractor.
- B. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the original Bid, without the consent of the City.
- C. Other than in the performance of "change orders" causing changes or deviations from the original Contract, sublet or subcontract any portion of the Work in excess of one-half of one percent of the Contractor's Base Bid Amount as to which his/her original Bid did not designate a Subcontractor.

Prior to approval of the Contractor's request for a Subcontractor substitution, the City shall give notice in writing to the listed Subcontractor of the Contractor's request to substitute and of the reason for the request. The notice will be served by certified or registered mail to the last known address of the Subcontractor. The listed Subcontractor who has been so notified shall have five (5) Working Days within which to transmit to the City written objections to the substitution. Failure to file these written objections shall constitute the listed Subcontractor's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least five (5) Working Days to the listed Subcontractor of a hearing by the City on the Contractor's request for substitution.

The Contractor, as a condition to asserting a claim of inadvertent clerical error in the listing of a Subcontractor, shall within two (2) Working Days after the time of the Bid Deadline, give written notice to the City and copies of such notice to both the Subcontractor he/she claims to have listed in error and the intended Subcontractor who had bid to the Contractor prior to the Bid Deadline.

QUESTIONNAIRE REGARDING SUBCONTRACTORS

Bidder shall answer the following questions and submit with his/her Contract proposal.

1. Were bid depository or registry services used in obtaining subcontractors bid figures in order to compute your bid? Yes No

2. If the answer to No. 1 is "Yes", please forward a copy of the rules of each bid depository you used with this questionnaire.

3. Did you have any source of subcontractors' bids other than bid depositories?

4. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes No

5. If the answer to No. 4 is "Yes", please explain the following details:

- (a) Date:
- (b) Name of person or group:
- (c) Job involved (if applicable):
- (d) Nature of the threats:
- (e) Additional comments:
(Use additional paper if necessary)

6. Was a conscious effort made to recruit or provide equal opportunity for bids by minority or project area subcontractors? Yes No

7. Was a conscious effort made to recruit and hire project area lower-income residents? Yes No

Please submit statement.

8. We declare under penalty of perjury that the foregoing is true and correct.

Dated this _____ day of _____, 20____.

All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the bidder.

Name of Company

By: _____

Title: _____

CONTRACTOR’S AFFIDAVIT OF NONCOLLUSION

STATE OF CALIFORNIA)
)
COUNTY OF _____)

_____ being first duly sworn, deposes and says:

- 1. That he/she is the _____ (Title of office if a corporation, "sole owner," "Partner," or other proper title) of _____, (hereinafter called "Contractor") who has submitted to the City of Vernon a Bid for the construction of the **FIRE DEPARTMENT REGIONAL TRAINING CENTER, PHASE 2, CS-0671**;
- 2. That said Bid is genuine; that the same is not sham; that all statements of fact therein are true;
- 3. That said Bid is not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not named or disclosed;
- 4. That Contractor did not, directly or indirectly induce, solicit, agree, collude, conspire or contrive with anyone else to submit a false or sham bid, to refrain from bidding, or withdraw his/her bid, to raise or fix the Bid price of Contractor or of anyone else, or to raise or fix any overhead profit, or cost element of Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interests of the City of Vernon, or of any other Bidder, or anyone else interested in the proposed Contract;
- 5. That the Contractor has not in any manner sought by collusion to secure for himself an advantage over any other Bidders or induce action prejudicial to the interests of the City of Vernon or of any other Bidder, or anyone else interested in the proposed Contract;
- 6. That the Contractor has not accepted any bid from any Subcontractor or material supplier through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any Subcontractor or material supplier, which is not processed through said bid depository, or which prevent any Subcontractor or material supplier from bidding to any Contractor who does not use the facilities of or accept bids from or through such bid depository;
- 7. That the Contractor did not, directly or indirectly, submit the Contractor's Bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or

///
///
///
///
///
///
///

to any individual or group of individuals, except to the City of Vernon, or to any person or persons who have partnership or other financial interest with said Contractor in his/her business.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this _____ day of _____ at _____, _____
Month/Year City State

Contractor (Please Print)

Contractor's Signature

Title

CONTRACTOR'S SIGNATURE MUST BE NOTARIZED

THE BIDDER’S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM
AND
THE BIDDER MUST SUBMIT THIS CERTIFICATION WITH THE BID FORMS.

I, the undersigned (Please check one box) underwriter agent, certify that I and the Contractor listed below have jointly reviewed the “Insurance Requirements” in these Bidding Documents and the Contract Documents. If the City of Vernon (“City”) awards the Contractor the Contract for this project, I will be able—within fourteen (14) calendar days after the Contractor is notified of the Contract’s award—to furnish the City with valid insurance forms (including one or more insurance certificates and additional insured endorsements) that fully meet all of the Insurance Requirements.

Name of Insurance Company	Date		
Insurance Agent’s Name (Printed)	Insurance Agent’s Name		
(signature) _____			
Address	City	State	Zip Code
Telephone Number	FAX Number	Email Address	

Contractor’s Name	City Specification Number
-------------------	---------------------------

Below State the Name of Insurance Company Providing Coverage:
DO NOT write “Will Provide,” “To Be Determined,” “When Required,” or similar phrases.

Commercial General Liability	Automobile Liability
Workers’ Compensation Liability	
City Will Purchase Policy, if required	Pollution Liability
Builders Risk	

[NOTE TO CONTRACTOR: See “Insurance Requirements” EXHIBIT 4 of the Contract for the requirement of obtaining Pollution Liability Insurance.]

NOTE TO THE UNDERWRITER / AGENT: If the insurance forms that the Contractor submits to the City do not fully comply with the Insurance Requirements, and/or if the Contractor fails to submit the forms within the 14-day time limit, the City may: (1) declare the Contractor’s Bid non-responsive, and (2) award the Contract to the next lowest responsible Bidder.

LIVING WAGE COMPLIANCE CERTIFICATION

This contract is subject to the City of Vernon’s Living Wage Ordinance, Vernon Municipal Code Chapter 2, Article XVIII (“Ordinance”). The Ordinance requires that service contractors providing labor or services to the City by contract in excess of \$25,000:

- ◆ Pay no less than ten dollars and thirty cents (\$10.30) per hour with medical benefits, or eleven dollars and fifty-five cents (\$11.55) per hour without medical benefits to all employees, as defined in the Ordinance who, at any time, provide labor or delivery services to the City of Vernon. Additionally, on July 1st of each year thereafter the Living Wage rate shall be adjusted by the change in the Federal Bureau of Labor Statistics Consumer Price Index, for the Los Angeles area, for the most recently available 12 month period. Accordingly, current City contractors will be required to adjust wage rates no later than July 1st, to remain in compliance.
- ◆ Notify employees who spend any of their time providing labor or delivering services to the City of Vernon who make less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit (EITC) under § 32 of the Internal Revenue Code of 1954, 26 U.S.C. § 32, and making available to such employees forms required to secure advance EITC payments.
- ◆ If there is a difference between the Vernon Living Wage rates and the California Prevailing wage rates for the same classification of labor, the Contractor and subcontractor shall not pay less than the highest wage rate for that classification.

The selected contractor will be required to show compliance with the Living Wage Ordinance by submitting payroll records as requested by the City. Each record shall include the full name of each employee performing labor or providing services under the contract; job classification; rate of pay and benefit rate.

Provisions of the Living Wage Ordinance may be waived in a bona fide collective bargaining agreement, but only if the waiver is explicitly set forth in clear and unambiguous terms. If this provision applies, you must provide a copy of the collective bargaining agreement to the City.

I do hereby certify and declare under penalty of perjury that if awarded the contract for which this bid/proposal is made. _____ will comply with the

(Name of Company)

requirements of the Vernon Living Wage Ordinance, Vernon Municipal Code Chapter 2 Article XVIII and the rules and regulations promulgated thereunder. I understand that failure to comply with the provisions of the Vernon Living Wage Ordinance may result in termination of the contract as well as other penalties as stated in Vernon Municipal Code Chapter 2 Article XVIII.

 (Name) (Title)

 (Signature) (Date)

Please return this form with your bid/proposal. Questions concerning the Living Wage Ordinance should be directed to the Department of Finance – Purchasing Division 323.583.8811.



CERTIFICATE OF EQUAL OPPORTUNITY PRACTICES

**Purchasing & Payables Division
4305 Santa Fe Avenue Vernon, CA 90058
(323) 583-8811 Fax (323) 826-1433**

Internet: www.cityofvernon.org/departments/finance

- Article I. Affidavit of Equal Opportunity Employment & Non-segregation (Form AA-1)**
- Article II. Vendor List Questionnaire (Forms AA-2 &3)**

In order to be placed to the City’s vendor list and be eligible to receive City business, you must provide the following information except where indicated as “optional.” By submitting this form you are declaring under penalty of perjury under the laws of the State of California and the laws of the United States that the information is true and correct. Furthermore, you are certifying that your firm will adhere to equal opportunity employment practices to assure that applicants and employees are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex or age. And, your firm does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Name of Company: _____ Business Telephone _____

Address: _____ Fax number: _____
(optional)

City _____ State _____ Zip _____

Contact Person _____ E-mail Address _____
(optional)

Tax ID Number (or Social Security Number) _____

Remit Address (if different) _____

Please state clearly and concisely the type(s) of goods and services your company provides:

The following section is OPTIONAL and is for statistical reporting purposes only. Ownership (please check all that apply):

African-American____ Asian____ Armenian____ Hispanic____ Native American____
Disabled____ Female____

Project Workforce Utilization (Form AA-2)

This form is to be included in all bid documents for projects involving labor or services valued at \$25,000 or more.

Instructions: Please indicate the job titles/classifications to be used in the performance of this contract should it be awarded to your firm. Please indicate the number of employees in each job classification as well as the number of new hires, if any, as a result of this contract.

Name of Company: _____ Project: _____

Job Titles/Classification	Estimated number of existing staff to be employed in this classification if awarded the contract	Estimated number of new hires to be employed in this classification if awarded the contract
Are any current employees or potential new hires Vernon residents? If so, how many?		

Current Permanent Workforce Utilization (Form AA-3)

Name of Company: _____ Project: _____

Completion of this form is OPTIONAL. Any information supplied by vendors is for reporting purposes only and will not be factored into the award of any contract.

Instructions: Please indicate the number of employees in each Job Classification belonging to the following groups.

	White (not of Hispanic origin)	African-American (not of Hispanic origin)	Hispanic	Asian/Pacific Islander	Native American	Armenian	Male	Female
CLASSIFICATION								
Officials/ Managers								
Professionals								
Technicians								
Office/Clerical								
Skilled Craft Workers								
Operators (semi-skilled)								
Laborers								
Service Workers								
TOTAL								

**STANDARD FORM OF
CONSTRUCTION CONTRACT BETWEEN
CITY AND CONTRACTOR**

This Agreement is made and entered into at Vernon, California this ___ day of _____, 20____, by and between the CITY OF VERNON, a chartered municipal corporation (hereinafter "City") and _____, a _____ [Insert State of Incorporation] _____ corporation (hereinafter "Contractor"), for construction of **FIRE DEPARTMENT REGIONAL TRAINING CENTER PHASE 2, CONTRACT NO. CS-0671.**

THE PARTIES HERETO AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS

The "Contract Documents" except for modifications issued after execution of this Agreement, shall consist of the following documents which are either attached hereto as exhibits or are incorporated into this Agreement by this reference, with the same force and effect as if set forth at length herein:

- A. Governmental Approvals including, but not limited to, permits required for the Work;
- B. This Agreement;
- C. Exhibit 1 –Performance Bond;
- D. Exhibit 2 – Payment Bond;
- E. Exhibit 3 – Maintenance Bond
- F. Exhibit 4 – Insurance Requirements
- G. Notice Inviting Bids;
- H. Instructions to Bidders;
- I. Bid Forms;
- J. Designation of Subcontractors; and
- K. Bidding Addenda Nos. _____.

2. REFERENCE DOCUMENTS

The following Reference Documents are not considered Contract Documents and were provided to the Contractor for informational purposes. Contractor may rely upon the technical data contained in such documents but not upon non-technical data, interpretations, opinions or provisional statements contained therein:

- A. Geotechnical Reports dated _____;
- B. Sewer Utility Plans
- C. Geotechnical Investigation Report

3. SCOPE OF WORK

Within the Contract Time and for the stated Contract Sum, subject to adjustments thereto, and pursuant to the Contract Documents, the Contractor shall perform and provide all necessary: labor; services; supervision; materials; tools; equipment; apparatus; facilities; supplies; tools; permits, inspections, plan checks, and similar Governmental Approvals; temporary utilities; utility connections; and transportation necessary to complete the Work in strict conformity with the Contract Documents for:

Fire Department Regional Training Center,
Phase 2

Contract No. CS-0671

4. TIME FOR PERFORMANCE

Contract Time. Contractor shall achieve Substantial Completion of the Work within 30 calendar days from the Date of Commencement established in City's written Notice to Proceed ("Contract Time"), subject to adjustment in accordance with the Contract Documents. Contractor shall achieve Final Completion of the Work, within the time established by the Certificate of Substantial Completion issued by the City. The Contract Time may only be adjusted as permitted by this Construction Contract and the General Conditions.

Time is of the essence of this Agreement. Except when the Contract Documents state otherwise, time is of the essence in the performance of the Work. Contractor acknowledges that the time limits and deadlines set forth in the Contract Documents are reasonable for Contractor to perform and complete the Work.

Liquidated Damages. If Contractor fails to achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay City as liquidated damages the amount of **one thousand five hundred dollars (\$1,500.00)** per day for each calendar day occurring after the expiration of the Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work, as required by Article 3 of the General Conditions of Contract.

Contractor Initial here: _____.

5. CONTRACT SUM

In consideration of the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, City shall pay Contractor the sum of _____ dollars/no cents (\$ _____), payable as set forth in the General Conditions ("Contract Sum").

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the date and year first above written.

Executed at _____, California.

[Contractor's Corporate Seal]

[Contractor]:

By: _____
An Authorized Signatory

Printed Name: _____

Title: _____

Date: _____

CITY OF VERNON:

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

CONTRACTOR'S SIGNATURE MUST BE NOTARIZED

EXHIBIT B

SPECIAL PROVISIONS - SPECIFIC FOR THIS PROJECT

FIRE DEPARTMENT REGIONAL TRAINING CENTER PHASE 2,
CONTRACT NO. CS-0671

GENERAL

B-1.01 Scope of Work –

Scope of Work for Base Bid consists of clear and grub, sawcut and removal of existing AC pavement, excavation, earthwork and grading, construction of PCC curb and curb & gutter, PCC longitudinal gutter, PCC pavement, adjust utility covers to grade, furnish and install gravel, construct PVC storm drain, Rainstore infiltration system or approved equal, grate inlets and grate inlet skimmer box and landscape and irrigation.

B-1.02 Contract Plans – The details for the work in this project are shown on the City of Vernon Contract No. CS-0671 sheet drawings (Plan No. B2747), incorporated into this Agreement by this reference:

<u>Sheet No.</u>	<u>Description</u>
1	Title Sheet & Notes
2	Horizontal Control Plan
3-4	Precise Grading Plan and Details
5-6	Drainage Improvement Plan and Details
7-9	Landscape Plans

B-1.03 Specifications – Installation and payment for all the work shall conform to the “GREENBOOK” STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (2015 Edition), the Standard Plans for Public Works Construction (2009 Edition), State of California, Department of Transportation Standard Plans and Standard Specifications (2010 Edition), and the City of Vernon Standard Plans.

B-1.04 Length of Contract – All work in this project shall be completed within **45 (forty-five) calendar days** as specified in the Bidder's Proposal.

B-1.05 Delays and Extensions of Time – The provisions of Section 6-6 entitled "Delays and Extensions of Time" of the Standard Specifications shall apply except as modified and supplemented below.

The second paragraph of subsection 6-6.1 is hereby deleted and the following paragraph shall be inserted in its place:

No extension of time will be granted for a delay caused by the inability of the Contractor to obtain materials, equipment and labor, except as authorized by the City Engineer. The length of contract time stipulated includes any time which may be required to obtain materials, equipment and labor, and the Contractor in submitting a bid shall be deemed to have ascertained the availability of materials, equipment and labor and considered same in his proposed construction schedule.

B-1.06 Quality of Work – The provisions of Section 4-1.1 entitled "Materials and Workmanship" of the Standard Specifications (2015) shall apply. In addition, any work deemed unacceptable by the City Engineer, whether a cause is determined or not shall be repaired or replaced by the Contractor at his expense.

B-1.07 Liquidated Damages – In accordance with Section 6-9 of the Standard Specifications (2015), for each consecutive calendar day required to complete the work in excess of the time specified herein for its completion, as adjusted in accordance with Section 6-6 of the Standard Specifications (2015), the Contractor shall pay to the City, or have withheld from monies due it, the sum of **\$1,500.00**. In addition, liquidated damages shall apply for the non-completion of intermediate milestones.

B-1.08 Unit Prices - All costs not covered by specific unit prices but required for a complete job in place, shall be included in the items most related to the work.

B-2.01 Scheduling of Work – The Contractor shall submit his work schedule to the City Engineer at the pre-construction meeting. The construction schedule shall show the sequence of work, critical path and estimated time for completion of each segment of work. This schedule must be reviewed and accepted by the City Engineer before the Contractor will be permitted to begin work. **In addition, the Contractor shall submit a detailed schedule forecasting two weeks of work describing each day's work. This schedule shall be updated and submitted to the City every other Monday during the construction period.** The Contractor shall give 48 hours notice to the City Engineer prior to the start of the work.

B-2.03 Construction Hours –

- **Monday - Friday between the hours of 7 a.m. - 4 p.m.**

B-2.04 Coordination – Contractor shall coordinate with the following during construction:

- City of Vernon Public Works Department (Building and Engineering Divisions).

B-3.01 Stockpiling and/or storage of materials – The Contractor shall not stockpile or store materials on any public right-of-way or parking areas without specific permission of the Engineer. Materials spilled along or on said right-of-way or parking areas shall be removed completely and promptly. All stockpile and/or storage shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.

B-4.01 Extra Work – In the event the City and the Contractor are unable to negotiate an agreed price for extra work, which is acceptable to both parties, payment shall be made based on time and materials as follows:

- a. Work by the Contractor: The following percentages shall be added to the Contractor's cost and shall constitute the markup for all overhead and profits:

1.	Labor	20%
2.	Materials	15%
3.	Equipment Rental	15%
4.	Other Items and Expenditures	15%

b. Work by the Subcontractor - When all or any part of the extra work is performed by a subcontractor, the above markups shall apply to the aggregate sum of the extra work, regardless of the number of tiers of subcontractors used. In addition, a markup of 10-percent on the first \$5,000 of extra work and 5-percent on work in excess of \$5,000 may be added by the Contractor.

B-4.02 Compliance with Laws, Regulations, and Safe Practices – The Contractor shall perform all work in a safe, competent manner and in accordance with all federal, state, and local statutes, regulations, ordinances, rules, and governmental orders. The Contractor will be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Inspection of the Contractor's performance by the City, its agents, or employees is not intended to include review of the adequacy of the Contractor's safety measures in or near the job site.

B-4.03 Notification of Affected Residents/Businesses – The Contractor shall be responsible for distribution of the general information letter of the project to all *affected* residents and businesses.

The Contractor shall notify in person and with printed notification at least five (5) working days prior to commencing work, to all agencies, firms, institutions, residents, utilities and waste disposal service fronting or affected by the work. Additional printed notification shall be given not less than forty-eight (48) hours prior to performing any work which will restrict property access, close or partially close the street, or which will restrict or disallow street parking.

The Contractor shall coordinate with waste disposal collection and the postal service to ensure delivery of mail.

The printed notices shall contain a general description of the work to be done and the date that the work is to be done. The notices shall also include a statement that parking will be restricted as called for on the "NO PARKING" signs to be posted along the street. All public notices must be reviewed and approved by the Resident Engineer prior to its distribution.

The Contractor shall also post printed "NO PARKING-TOW AWAY" signs at one-hundred-foot (100') (thirty meters (30m)) maximum spacing along each side of the affected street for forty-eight (48) hours prior to the commencement of the street improvement work. The Contractor

shall document the day, date and time the "NO PARKING" signs were posted. Posting of signs on trees and utility poles will not be allowed.

The signs shall contain the day, date, hours and vehicle code that parking will be prohibited on that particular street, CVC 22651L and CVC 22654D. The signs shall be removed immediately upon completion of work that will prohibit parking.

The printed notices and the "NO PARKING" signs shall be furnished by the Contractor.

Full compensation for compliance with the preceding requirements shall be considered as being included in the various Contract items in the bid schedule and no additional compensation will be allowed therefor.

B-4.04 Notification of Utilities – The provisions of Section 5 entitled "Utilities" of the Standard Specifications shall apply. The Contractor shall contact the Underground Service Alert of Southern California (U.S.A.) at least two working days in advance of the construction work.

II-5.01 Noise Restrictions – The Contractor may not operate certain power equipment, within a residential area or within a radius of 500 feet from a residential area, except during the following times:

1. From 7:00 am to 4:00 pm, Monday through Friday

In addition, the noise level from the Contractor's operations shall not exceed 85 dBA when measured within a one hundred (100) foot radius at any time.

B-6.01 Construction Order of Work – Work shall be scheduled so as to lessen the impact upon businesses.

Requirements – General:

1. All construction shall conform to Sections 6-1 and 6-2 of the latest edition of the Standard Specifications for Public Works Construction and shall proceed in a smooth, efficient, timely and continuous manner. As such, once construction is started in a work area, the Contractor will be required to work continuously in that work area until construction has been completed and the work area is open and accessible to both vehicular and pedestrian traffic in a manner approved by the City Engineer before the next stage of work will be allowed to begin.

2. Once construction is started in a work area, the Contractor shall not withdraw manpower or equipment from that work area in order to start construction in another work area if doing so, in the opinion of the City Engineer, delays the completion of the work presently under construction.

4. No stockpiling of material and construction equipment on public streets or sidewalks will be permitted on this project unless approved by the City Engineer. Material and equipment placed on public streets, sidewalks and on the construction areas shall be used the same day.

B-7.01 Character of Workers – If any subcontractor or person employed by the Contractor shall appear to the City Engineer to be incompetent, intemperate, troublesome, or acts in a disorderly or otherwise objectionable manner, he shall be immediately discharge from the project on the requisition of the City Engineer, and such person shall not be reemployed on the work. If said individual has an ownership interest in the contracting entity, the City Engineer will serve written notice upon the Contractor and the Surety providing the faithful performance bond, in accordance with Section 6-4, "Default by Contractor," of the Standard Specifications, demanding complete and satisfactory compliance with the Contract.

B-8.01 Examination of the Site – The Contractor is required to examine the site and judge for themselves the location, physical conditions, substructures, and surroundings of the proposed work.

B-8.03 Dust Control – Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the Contractor shall abate dust nuisance by cleaning, sweeping and sprinkling water, or other means as necessary when requested by the City. Failure of the Contractor to comply with the City Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation or extension of contract completion time will be allowed as a result of such suspension. The cost of furnishing and operating dust control during the construction project must be included in the various bid items, and no extra compensation will be paid to the Contractor.

B-8.04 Temporary Water Meter – If necessary, the Contractor shall obtain a temporary water meter from the City of Vernon Water Department by placing a deposit of \$1000.00. Contractor shall pay for all water used. Contractor shall not relocate the service. The Contractor shall call the City of Vernon Water Department to relocate the service and will be charged \$50.00 for each relocation.

B-8.05 Cleaning of Site During Construction – During construction, all existing improvements adjacent to the work area shall be swept free from soils, gravel, dirt or debris on a daily basis. The Contractor will be responsible for such cleaning.

B-9.01 Best Management Practices (BMP's) – The Contractor shall submit a copy of their Best Management Practices (BMPs) to the City Engineer for review ten (10) days prior to the beginning of any work.

The Contractor is hereby notified that specific construction practices in the Standard Specifications, Section 7-8.6.2, "Best Management Practices (BMPs)" are considered to be Best Management Practices. The Contractor shall implement and maintain such BMP's as are relevant to the work, and as are specifically required by the Plans or Special Provisions. The Contractor shall not commence activity until the BMP submittal has been reviewed and approved.

B-10.01 Protection of the Public – The Contractor shall take such steps and precautions as his/her operations warrant to protect the public from danger, loss of life, loss of property or interruption of public services. Unforeseen conditions may arise which will require that immediate provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract. Whenever, in the

opinion of the City Engineer, a condition exists in which the Contractor has not taken sufficient precaution of public safety, protection of utilities, and/or protection of adjacent structures or property, the City Engineer will order the Contractor to provide a remedy for the condition. If the Contractor fails to act on the situation within a reasonable time period as determined by the City Engineer, or in the event of an emergency situation, the City Engineer may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the City Engineer, may seem reasonable and necessary.

The cost and expense of all repairs (including labor and materials) as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the final payment due to the Contractor.

B-11.01 Material Submittals – The Contractor shall provide all required submittals including, but not limited to shop drawings and materials to the City upon reward of the contract for review and approval before the construction. The “Notice to Proceed” will not be issued to the Contractor until all the submittals have been reviewed and approved by the City.

B-12.01 Clearing and Grubbing

Clearing and grubbing shall be performed in accordance with the plans, Section 300-1, "Clearing and Grubbing," of the Standard Specifications and these Special Provisions.

Clearing and grubbing shall include removal of all existing natural and artificial objectionable materials from the right-of-way in construction areas, road approaches, material sites within the right-of-way not specifically addressed in these special provisions. Tree pruning/root trimming shall be performed as necessary for curb, gutter and asphalt construction as well as other related work. This work shall only be done with the express approval of the Engineer. All materials shall be removed as approved by the Engineer. This work shall be performed in advance of grading and paving operations and in accordance with section 300-1 of the Standard Specifications.

Full compensation for conforming to the requirements of this article shall be considered as included in contract bid prices paid for the various items of work and no additional compensation will be allowed therefor.

B-13.01 Benchmark Replacement – If benchmarks and/or centerline ties are displaced or damaged during construction, the Contractor shall replace them per City of Vernon Standards at **no** cost to the City. Contractor shall notify the City within 24 hours of displacing a benchmark and/or centerline ties.

B-14.01 Contractor Responsibility – **The Contractor shall be responsible for the final product and shall make any quality control, adjustments and corrections necessary to obtain the final product accepted by the City Engineer.** The Contractor shall perform process and quality control sampling and testing and exercise management control the work of his/her subcontractors, technicians and workers to ensure that the milling, transporting, recycling, spreading, compaction, and finishing processes conform to these Specifications.

B-15.01 Use of City Yard for Disposal of Excess Material – The Contractor shall use the City owned yard located at 2221 55th Street (between Santa Fe Avenue and Alameda Street) for the disposal of excess material. The temporary use of the site will be available to the contractor at no cost.

Excess material hauled to the City yard shall be cleared of all brush, grass, weeds and all other objectionable materials.

B-16.01 Underground conduit construction – All existing utility lines shall be potholed prior to any installation of the conduits. Conduits shall be placed per plans.

B-17.01 Equipment List and Drawings - All incidental parts which are not shown on the Plans, in the Specifications, and which are necessary to complete or modify the existing systems, shall be furnished and installed as though such parts were shown on the Plans or specified in the Specifications. The cost for furnishing and installing these incidental parts shall be considered as included in the bid item price. All systems shall be in satisfactory operation at the time of completion and acceptance of the Work.

B-18.01 Final Cleaning of Site and Restoration – The Contractor shall be responsible for cleaning and restoration of all damaged existing improvements such as sidewalk, driveway, curb and gutter, and private property at no cost to the City.

Upon completion and before making application for acceptance of the work, the Contractor shall clean rights-of-way, streets, borrow pits and all other grounds occupied by him in connection with the work of all rubbish, excess materials, temporary structures and equipment, and all parts of the work and grounds occupied by him shall be left in neat and presentable condition.

The Contractor shall remove all loose aggregates by sweeping all the sidewalks and gutters. The cost of furnishing and operating such sweeping after the construction of the project must be included in the various bid items, and no extra compensation will be paid to the Contractor.

Full compensation for conforming to the requirements for RELATED WORK and FINAL CLEAN-UP in this article shall be considered as included in contract bid prices paid for the various items of work and no additional compensation will be allowed therefor.

ATTACHMENT A – BID ITEM SPECIFICATIONS

Bid Item 1: BONDING, MOBILIZATION AND INSURANCE

Mobilization shall be in accordance with Subsection 9-3.4 “Mobilization,” of the Standard Specifications, and these special provisions.

Mobilization shall consist of the following:

- Preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, incidentals to the project site
- Cleaning up the site at the completion of project
- Establishment of all offices, buildings, construction yards, sanitary facilities, and any other facilities necessary for work on the project
- All other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site
- Demobilization costs anticipated at the completion of the project.

The cost of all bonds and insurance policies, including premiums and incidentals, shall be included in mobilization.

No additional compensation will be allowed for additional mobilizations required, including but not limited to, delays caused by the relocation of existing utility facilities shown on the plans or discovered during construction operations.

The deletion of work or the addition of extra work as provided for herein shall not affect the price paid for Mobilization.

Payment for mobilization, site cleanup at the completion of the project, additional mobilizations, cost of all bonds and insurance policies, and all costs incurred prior to beginning work shall be considered to be included in the contract lump sum price paid for Mobilization and no additional compensation will be allowed. Payment will be made on a basis of the percentage of work completed on the entire project.

Bid Item 2: PREPARE AND IMPLEMENT EROSION CONTROL PLAN

The Contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications, requirements in the State Construction General Permit (CGP) Order 2009-0009-DWQ and shall conduct his operations so as to prevent Portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

The Contractor shall prepare an Erosion Control Plan in conformance with the CGP, and shall submit the document for City review and obtain approval from the City prior to start of construction. The Erosion Control Plan shall be include, but not limited to Best Management Practices (BMP's) necessary for the prevention of sediment, building materials and other building materials from entering the underground storm drain system.

Full compensation for preparation of Erosion Control Plans as required by the CGP, implementation of the approved Erosion Control Plans, prevention of water pollution and all

required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the lump sum price bid. No separate payment will be allowed.

Bid Item 3: ASPHALT CONCRETE PAVEMENT AND BASE REMOVAL

All work shall conform to the provisions in Subsection 300-1.3, "Removal and Disposal of Materials," of the Standard Specifications, and these Special Provisions.

Removal and disposal of existing AC pavement and Base (except for cold milling) as shown on the plans shall include conformance to the provisions of Subsection 300-1.3, "Removal and Disposal of Materials," of the Standard Specifications and these Special Provisions.

All AC pavement to be removed shall be machine saw cut. In no instance shall the saw-cut depth be less than one and one (1-½) inches in depth. *It is the contractor's responsibility to determine the method of removal that best satisfies the project requirements.*

Payment for Removal of AC and Base shall be per unit price bid for Sawcut and Remove Existing AC Pavement and Base and will be considered full compensation for furnishing all labor, tools, equipment, and materials necessary for saw cutting, removal and disposal of the existing asphalt concrete and base material and no additional compensation will be allowed therefor.

Bid Items 4, 5, 6, 7, 8, 9, 12: PORTLAND CEMENT CONCRETE CONSTRUCTION

All removal work shall conform to the provisions in Subsection 300-1.3, "Removal and Disposal of Materials," of the Standard Specifications, and these Special Provisions.

Removal of existing concrete Curb & Gutter, Sidewalk, Cross Gutter and Spandrel and Driveway shall include sawcut and removal of concrete, base material and subgrade as necessary and per these special provisions.

Portland Concrete Removal shall include removal of any existing PCC walkway in the immediate vicinity of the planned work necessary to allow for the installation of standard sidewalk. This shall include removal of any additional walkway needed to join existing walkway and new sidewalk at a maximum slope of five percent (5%).

All PCC (concrete) pavement removals shall be machine saw cut. Pavement saw-cut shall be made so that removal is to the saw-cut line at score line or joint without additional cracking or breakage beyond the saw-cut line.

The installation of sidewalk, walkways, curb, cross gutters, driveways and appurtenant PCC improvement shall be constructed in the areas designated herein and shall comply with Subsections 302-6 and 303-5 of the Standard Specifications and City Standards.

All improvements shall be constructed of concrete prepared in accordance with Subsection 201-1 of the Standard Specifications using symbol designation class 520-C-2500 except for PCC pavement which shall be 560-C-3250.

All expansion joints shall be no more than 15 feet and per Engineer's direction.

The certified tickets accompanying each batch of ready mix concrete delivered to the job site shall clearly show the "class designation" of the specified concrete mix in addition to the requirements of Subsection 201-1.4.3, "Transit Mixers" of the Standard Specifications.

PCC Pavement: PCC pavement improvements shall be constructed over 95% (relative) compacted native and as shown on the plans and modified only as required and approved by the Engineer.

Curb & Gutter: Curb and Gutter improvements shall be constructed as shown on the plans and modified only as required and approved by the Engineer. Curb and Gutter shall be constructed over 5 inches of CMB. All affected irrigation and planting shall be repaired by the Contractor to the satisfaction of the Engineer.

PCC Longitudinal Gutter: The longitudinal gutter construction shall conform to SPPWC Standard Plan 122-2, 2012 Edition, and details on the Plans. The flowline of the gutter shall be troweled smooth for a width of approximately four (4) inches on either side of the flowline. The outer edges of the gutter shall be rounded to a radius of ½ inch. The Gutter shall be constructed over 6 inches of CMB.

Any appurtenant PCC Improvement constructed as part of this project and not included with a unit price bid quote or otherwise covered for payment herein shall be paid at the unit price for 4 inch Sidewalk per square foot prorated to reflect the true amount of PCC material being constructed, as approved by the Engineer's Representative. The prorated unit price bid for the appurtenant PCC improvement shall include all costs of subgrade preparation, and the excavation, furnishing and compacting of backfill material and no additional compensation will be allowed therefor.

Tests: All compaction tests and tests for Portland Cement Concrete will be performed by and at the expense of the City except the costs for failed tests shall be borne by the Contractor. The total cost of failed tests will be determined at the conclusion of construction.

The unit price bid for PCC Sidewalk, Curb & Gutter, Driveways, Cross Gutter shall include all costs of removal of existing improvements and base material, as necessary, subgrade preparation, and the excavation, and/or removals, furnishing and compacting of crushed miscellaneous base and/or backfill material, installing concrete and reinforcement, if applicable, per plans, and the adjustment to finish grade of all street light pull boxes and water meter boxes within the limits of new construction as required by these specifications.

Payment shall be per unit price bid for each item and will be considered full compensation for furnishing labor, tools, equipment, and materials necessary for the removal of each item listed in these special provisions and will include the Cost of saw cuts, removal of concrete, base and subgrade as necessary and disposal of said items in accordance with all governing federal, state and local rules and regulations, placement and compaction of CMB and precise grading under each PCC item per plans, complete construction of each item and repair and restoration of all affected irrigation and planting to the satisfaction of the Engineer. No additional compensation will be allowed therefor.

Bid Item 10: ADJUST UTILITY COVER TO GRADE

All petroleum, monitoring well covers, gas, water and other underground utility covers, valve

cans and lids, within the areas to be paved or covered with gravel shall be adjusted to grade in accordance with the requirements of their respective owners. The Contractor shall clean the interiors of all debris. It is the Contractor's responsibility to verify the number and location of these structures and to notify the owners thereof prior to doing this work.

Valves, valve boxes and valve covers within an area to be paved, graded or overlaid shall be set to the finish grade by the contractor. It shall be the responsibility of the Contractor to obtain written approval from the Engineer prior to setting valves to finish grade. In any event, it shall be the responsibility of the Contractor to identify, locate and protect in place all existing utilities including but not limited to manholes, valves and pull boxes, unless otherwise directed by the Engineer.

Payment to adjust valve to grade shall be made at the contract unit price per EACH and shall constitute full compensation for all labor, materials, tools, and equipment to disconnect, reset, reconnect and provide any required repaving as a result of adjusting the valve to grade as approved by the Engineer and no additional compensation will be allowed.

Bid Item 11: FURNISH AND INSTALL GRAVEL

All work shall conform to the provisions in Subsections 200-1, "Rock Products", of the Standard Specifications, and these Special Provisions.

The Contractor shall furnish and place the gravel over native soil as shown on the Plans.

Payment for Gravel shall be at the contract price bid per Cubic Yard and shall include full compensation for furnishing all labor, equipment and materials for doing the work and for disposal and removal of any excess materials.

Bid Items 13 and 17: CONSTRUCT PVC DRAIN PIPE WITH BEDDING

Work shall consist of furnishing and installing PVC plastic pipe as shown on the plans over bedding per manufacturer's recommendations. PVC pipe shall comply with Subsection 207-17 of the standard specifications. Bedding shall be per City of Vernon Standard Plan V2264.

Contractor shall exercise care during removal of the cap at the end of the existing drain pipe and shall be responsible for repair of any damage to the pipe caused by the removal.

Payment shall be at the contract unit price per linear foot of pipe and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing pipe and cap complete in place, including excavation, backfill and compaction, including furnishing, installing and compaction of bedding.

Bid Item 14: CONSTRUCT RAINSTORE 3 INFILTRATION SYSTEM OR APPROVED EQUAL

Work shall consist of furnishing and installing Rainstore 3 Infiltration system by Invisible Structures or approved equal, per manufacturer's recommendations and as shown on the plans.

Payment shall be at the contract unit price per each and shall include full compensation for

doing all the work involved in installing the system in place, including excavation, filter fabrics, backfill and compaction.

Bid Items 15 & 16: CONSTRUCT PIPE CONNECTION TO EXISTING INLET OR RCP

Work shall consist of creating and opening in the existing inlet or RCP for and joining the new pipe as shown on the plans.

Payment will be at the contract bid price per each connection and shall include full compensation for all work necessary for joining the existing structure per SSPWC standard plan 335-2.

Bid Item 18: CONSTRUCT 36" X 36" GRATE INLET, BROOKS PRODUCTS MODEL 3636CB OR APPROVED EQUAL

Work shall consist of constructing a grating catch basin as shown on the plans. Work shall comply with subsections 302-6, 303-1 and 303-5 of the Standard Specifications and City Standards.

Payment shall be at the contract unit price per each and shall include full compensation for all costs of furnishing, pouring and installing PCC and/or reinforcement, subgrade preparation, excavation and/or removals, furnishing and compacting of crushed miscellaneous base and/or backfill material for structures, grates and all other miscellaneous items shown or referenced on the plans and as required by these specifications.

Bid Item 19: FURNISH AND INSTALL GRATE INLET SKIMMER BOX BY BIO-CLEAN ENVIRONMENTAL SERVICES OR APPROVED EQUAL

Work shall consist of furnishing and installing the grate skimmer box as shown on the plans and in accordance with the manufacturer's recommendations, unless directed otherwise by the Engineer.

Payment shall be at the contract unit price per each and shall include full compensation for all costs of excavation and/or removals, subgrade preparation, furnishing and compacting of crushed miscellaneous base and/or backfill material for structures, and furnishing and installing all hardware and all other miscellaneous items shown or referenced on the plans and as required by these specifications.

Bid Item 20: CONSTRUCT TRENCH REPAIR PER CITY OF VERNON STANDARD PLAN V2264

Work shall consist of furnishing and installing backfill and pavement as shown on the plans, City standard plan V2264 and directed by the Engineer.

Payment shall be at the contract unit price per square foot.

Bid Item 21: EARTHWORK (EXPORT)

Earthwork operations shall conform to the requirements of Section 300-2, "Unclassified Excavation" (SSPWC) and Section 300-4. Grading shall be performed to construct the lines and grades shown on the plans.

Add the following to Subsection 300-2.1, "General", (SSPWC):

Unclassified excavation shall include all excavation not covered under clearing and grubbing nor in any of the removal items.

The Contractor's attention is directed to the Geotechnical Report boring locations regarding existence of underground water.

If underground water is encountered during excavation, it shall be the responsibility of the Contractor to dewater and use special grading techniques and/or material to handle this condition prior to placing fill. All cost for complying with this requirement shall be included in the contract unit price for unclassified excavation. Any other methods or techniques implemented shall be included in the bid item for unclassified excavation.

Add the following to the end of Subsection 300-4.9, "Measurement and Payment," (SSPWC):

The measurement of material will be based on the volume it occupies in its final position after compaction. Unit price bid per CY shall include payment for transporting and disposal of surplus dirt in accordance to all applicable local, State and Federal regulations.

Contractor shall haul and dispose of all excess material to the City yard located at 2221 55th Street (West of Santa Fe Avenue).

Material hauled to City yard shall be cleared of all brush, grass, weeds and all other objectionable materials.

Payment for excavation and export of materials off-site shall be per contract unit price per CY and shall include hauling and disposal of material to City yard in accordance with all applicable federal, state and local regulations. No additional compensation will be allowed therefor.

Payment for grading shall be included in the contract unit price for various items of work and no additional compensation will be allowed therefor.

Bid Item 22: FURNISH AND LANDSCAPE AND IRRIGATION

All removal work for this item shall conform to the provisions in Section 308, "Landscape and Irrigation," of the Standard Specifications and as shown on the plans.

The unit price bid for Landscape and Irrigation shall include all costs for labor, equipment and materials fine grading, furnishing and installing all necessary irrigation equipment and plumbing, planting and hardscape including gravel and all other miscellaneous items shown or referenced on the plans and as required by these specifications.

Bid Item 23: SURVEYING

The Contractor shall be responsible for the accuracy of surveying adequate for construction; however the task of surveying itself shall be performed under the direction of a Licensed Land Surveyor or Professional Engineer, whom is authorized to practice land surveying in the State of California, retained or provided for by the Contractor.

All construction surveying necessary to complete the work as shown on the plans and provided for in these contract documents and specifications shall be accomplished by or under the direction of a Licensed Land Surveyor or Professional Engineer, with the authority to practice land surveying in the State of California, retained or provided by the Contractor. The AGENCY reserves the right to direct additional construction surveys to be performed by the Contractor when it feels it is required to adequately construct the work.