

CITY OF BELL GARDENS

CONTRACT DOCUMENTS PLANS, SPECIFICATIONS AND STANDARD DRAWINGS

FOR

CITYWIDE SHARED BIKE LANE (SHARROW) RE-STRIPING CIP NO. 3934

IN THE CITY OF BELL GARDENS

PREPARED BY:



3060 Saturn Street Suite 250 Brea, CA 92821 714-940-0100

Contact: Douglas Benash, P.E., City Engineer

Infrastructure Engineers Project No. 6027.321-0004

BID OPENING: June 11, 2024, TUESDAY AT 10:00 AM

CITYWIDE SHARED BIKE LANE (SHARROW) RE-STRIPING CIP NO. 3934

IN THE CITY OF BELL GARDENS

BID SCHEDULE

Bid Period May 15, 2024 – June 11, 2024

Bid Opening
 June 11, 2024 at 10:00 AM

Mandatory Pre-Bid Meeting
 May 23, 2024 at 9:00 AM

Bidder Information Sheet Deadline May 30, 2024 at 5:00 PM

Request for Information Deadline May 30, 2024 at 5:00 PM

Anticipated Award of Contract
 June 24, 2024, City Council meeting

Pre-Construction Meeting
 July 08, 2024 (tentative)

Construction Begins
 July 15, 2024 (tentative)

Bids will be received at the office of the City Clerk, City Hall, 7100 Garfield Avenue, Bell Gardens, CA 90201, 10:00 AM on June 11, 2024.

These Specifications have been prepared under the direction of:

No. 80620 Exp. 3/31/25

Christopher Ley, P.E. Civil No. 80620

CITYWIDE SHARED BIKE LANE (SHARROW) RE-STRIPING CIP NO. 3934

IN THE CITY OF BELL GARDENS

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NOTICE INVITING SEALED BID

FOR

CITYWIDE SHARED BIKE LANE (SHARROW) RE-STRIPING CIP NO. 3934

IN THE CITY OF BELL GARDENS

PUBLIC NOTICE IS HEREBY GIVEN that the City of Bell Gardens as AGENCY, invites sealed bids for the above-stated project and will receive such bids in the offices of the City Clerk, City Hall, 7100 South Garfield Avenue, Bell Gardens, California 90201, up to the hour of 10:00 AM on June 11, 2024, at which time they will be publicly opened.

Copies of the Plans, Specifications, and contract documents are available on the City's website at https://www.bellgardens.org/i-want-to/view-bids-rfps/rfps-and-bids. To be on the Plan Holders List for this project, each bidder must submit a Bidder's Information Sheet which is also available on the City's website, to dbenash@infengr.com. Bids will not be accepted unless the bidder is on the Plan Holder List. All Bidder Information Sheets are required to be submitted no later than 5:00 PM on May 30, 2024. Bids will not be accepted unless the Bidder Information Sheet is submitted and logged onto the plan holders list. Failure to submit the Bidder Information Sheet by the deadline noted above will result in declaring any submitted bids as non-responsive.

To comply with SB 854, beginning January 1, 2015 the following applies:

- No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- 2. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.
- 3. The project is subject to compliance monitoring and enforcement by the DIR.
- 4. Require the prime contractor to post job site notices prescribed by regulation (regulation not created yet) or the City must post the notices itself.

The Contractor shall fill in the Department of Industrial Relations (DIR) Contractor Registration Number Form provided in Appendix "B" and submit it with the sealed Bid.

Attendance at a pre-bid meeting is mandatory and will be held on Thursday, May 23, 2024, at 9:00 AM at the Public Works Yard office, 8327 South Garfield Avenue, Bell Gardens, California 90201. All Prime Contractors are required to have a representative attend and sign in at the pre-bid meeting. Failure to comply with this attendance and sign in requirements will result in Bidder's proposal being found non-responsive to the required procedures.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California, the minimum prevailing rate of per hourly wages for each craft, classification or type of workman needed to execute the contract shall be those determined by the Director of Industrial Relations of the State of California, which are on file at the City Hall, City of Bell Gardens, 7100 South Garfield Avenue, Bell Gardens, California 90201, and are available to any interested party on request.

Attention is directed to the provisions of Section 1777.5 (Chapter 1141, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any such subcontractor under him. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, age, marital status, ancestry, sex, religion, or handicap will also be required.

The AGENCY will deduct 5 percent retention from all progress payments as specified in Section 9-3.2 of these specifications. The Contractor may substitute an escrow holder surety of equal value to the retention. The Contractor shall be beneficial owner of the surety and shall receive any interest thereon. Contractor shall provide AGENCY with weekly payroll reports.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, age, marital status, ancestry, sex, religion, sexual orientation or handicap in any consideration leading to the award of contract.

In entering into a public works contract, or a subcontract, to supply goods, services, or material pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

Bids must be prepared on the approved Proposal forms or copies thereof in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside as follows:

CITYWIDE SHARED BIKE LANE (SHARROW) RE-STRIPING

C.I.P. NO. 3934

The bid must be accompanied by cash, a certified or cashier's check, or bidder's bond, issued by an "admitted surety insurer" made payable to the AGENCY for an amount no less than 10 percent of the total base bid amount.

All bidders shall be licensed in accordance with the provisions of the Business and Professions Code and shall possess a State Contractor's License, Class A, at the time of bid submittal. The successful Contractor and each of his subcontractors will be

required to possess a Business License from the City.

The liquidated damages for this project is five hundred dollars (\$500.00) per calendar

day the project is not completed within the contract time.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity and to

take all bids under advertisement for a period of sixty (60) days.

The total contract period for this project is twenty (20) working days from the effective date of the Notice-to-Proceed to be issued by the City. This includes five (5) working days as move-in period and fifteen (15) working days for construction work.

BY ORDER OF the City of Bell Gardens, California.

Dated: May 13, 2024

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INSTRUCTION TO BIDDERS

CITYWIDE SHARED BIKE LANE (SHARROW) RE-STRIPING C.I.P. NO. 3934

IN THE CITY OF BELL GARDENS

PROPOSAL FORMS

Bids shall be submitted, in writing, on the Proposal forms provided by the AGENCY or copies thereof. All information requested thereon must be clearly and legibly set forth in the manner and form indicated. The AGENCY will not consider any proposal not meeting these requirements.

PROPOSAL GUARANTEE

Proposals must be accompanied by a proposal guarantee consisting of cash, a certified or cashier's check or bid bond by an "admitted surety insurer" payable to the AGENCY in the amount not less than 10 percent of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set for the in those documents, the proposal guarantee shall be forfeited to the AGENCY. The proposal guarantees of all bidders will be held until the successful bidder had properly executed all contract documents.

DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside "BID FOR CITYWIDE BIKE LANE SHARROW RE-STRIPING, FY 2024-2025 – IN THE CITY OF BELL GARDENS – DO NOT OPEN WITH REGULAR MAIL". Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY'S designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered.

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the AGENCY'S designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee. The withdrawal of the proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, facsimile, electronic, or telephonic proposal submittal, or modification, or withdrawal will be considered.

T<u>AXES</u>

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

DISQUALIFICATIONS OF BIDDERS

In the event that any bidder acting as prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor. No proposals will be accepted from bidders who are not licensed in accordance with the provisions of the State Business and Professions Code; and who do not possess a State Contractor's License, Class A, at the time of bid submittal.

DISCREPANCIES AND MISUNDERSTANDINGS

Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the AGENCY and clarified prior to the submission of proposals.

EQUIVALENT MATERIALS

Although the bidder may believe that by use of a different material than that specified on/in the plans and specifications a lower cost project/bid may result, the bidder is to bid the project on the basis of using the material(s) as named keeping in mind that all materials named herein by manufacturer is not to prohibit the bidder considering using in his bid what he considers to be an equal material except where the AGENCY has designated a sole product. Once the bids have been opened the successful Contractor may discuss with the AGENCY the use of another product; which may result in a determination by the AGENCY that the other product is equal and possibly that by the

AGENCY allowing the use of the Contractor proposed equal that a change in the contract amount may result.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made and executed in accordance with State laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

Additionally, any bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per hourly wages as provided in Section 1773, et seq. of the Labor Code for each craft, classification or type of workman required as set forth by the Director of Industrial Relations of the State of California in its wage sheets.

AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the AGENCY. Additionally, the AGENCY reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period of 60 days, all as may be required to provide for the best interest of the AGENCY. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the bidder to whom the award is contemplated. All bids will be compared with the City Engineer's Estimate.

LIQUIDATED DAMAGES

The Liquidated Damages for this project is five hundred dollars (\$500.00) per calendar day.

CONSTRUCTION SCHEDULE

The winning bidder must sign and submit the contract to the City within ten (10) days of awarded contract the bonds, insurance certificates and all other documentation necessary prior to start of construction must be submitted to the City at the preconstruction meeting on July 08, 2024. Construction must begin on July 15, 2024.

BID PROTEST PROCEDURES

1. The lack of prompt procedures to resolve disputes regarding the City's bidding process impair the City's ability to carry out its purpose of completing this Project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein.

- all disputes and/or protests regarding the City's bidding process shall be subject to the mandatory procedures and time limits set forth in this Section.
- 2. Protests regarding any Bid received by the City must be delivered to the City Clerk's Office on or before 5:00 p.m. on the fourth (4th) City Business Day after the Bid Submittal Deadline. City Business Day shall mean those days of the week in which the City is open for business and excludes Friday, Saturday, Sunday, and any City-observed holiday After this date, Bidders shall be deemed to have waived any objection to any Bid received by the City.
- 3. Written protests must be delivered to and accepted by the City Clerk at the address below on or before the protest submittal deadline specified in this Section. Protests filed electronically with the City Clerk's Office shall be emailed to the City Clerk at:

CityClerkDesk@bellgardens.org
City Clerk's Office
City of Bell Gardens
7100 Garfield Avenue
Bell Gardens, CA 90201

- 4. Protests delivered to the City Clerk's Office by U.S.P.S. or similar delivery method after the deadline for submitting protests specified in this Section, regardless of the date mailed or the pickup date, will be deemed untimely and shall not be considered further.
- 5. The delivery of a protest to any person (including any other City official, officer, or employee) other than a designated representative of the City Clerk's Office shall be deemed to have not been delivered to the City Clerk's Office in strict compliance with the requirements of this Section, will be deemed defective, and shall not be considered further.
- 6. To submit a protest, the Protestor must have submitted a Bid as the Prime Contractor. Protests from subconsultants, subcontractors, or suppliers to the project do not have standing to submit a protest.
- 7. To be considered valid, each protest shall include the information specified below. Protests that fail to comply with this Section will be deemed defective and shall not be considered further.
 - a. Name and business address for the entity responsible for the protest ('Protestor'), and the name, business address, phone number, and email address for the contact individual representing the Protestor.
 - A complete and detailed description of the factual and legal justification supporting the protest including the potential prejudice that Protestor will suffer.

- c. Support for the protest shall include true copies of specific references to the Bid Documents forming the basis for the protest.
- d. Statement identifying the form of relief requested by the Protestor.
- 8. Bidders are specifically prohibited from relying on the protest of another Bidder. Each Bidder shall pursue its own protest.
- 9. Concurrent with delivery of the protest to the City Clerk's Office, Protestor must deliver a copy of the protest to all Bidders to this Project having a direct financial interest in the outcome of the protest or who may be adversely affected by the outcome of the protest. The proof of delivery required by this paragraph shall be delivered to the City Clerk's Office within two (2) City Business Days of the date the subject protest was received by the City Clerk's Office, and the proof shall include a declaration under penalty of perjury that a copy of the protest was concurrently delivered to all Bidders identified in this paragraph. Failure to provide the proof of delivery required by this paragraph shall render the protest defective and untimely, and the protest shall not be considered further.
- 10. Where a protest identifies a specific Bid, the Bidder submitting the identified Bid ('Protestee') shall have until 4:00 p.m. on the fourth (4th) City Business Day following the protest submittal deadline specified in this Section to provide a written response to the Protestor. The Protestee shall concurrently deliver a copy of the written response to the City Clerk's Office by the deadline specified in this paragraph.
- 11. Where a protest is timely, complies with all requirements of this Section, and is not otherwise deemed defective, the City will designate an individual or individuals to review all documents received by the City and to prepare a written response and City decision on the protest. The City's decision shall be final. Except as otherwise required by law, no public hearing will be held.
- 12. Because time is of the essence, the City reserves the right to Award the Construction Contract and proceed with the Project despite any pending protest or legal challenge.
- 13. City reserves the right to deem a Bidder nonresponsible on this and any future projects where the Bidder has submitted a protest deemed frivolous by the City. Such designation as nonresponsible shall remain in place for one (1) year from the date the frivolous protest was received by the City.
- 14. In accordance with §4104(a)(2) of the California Public Contract Code, an inadvertent error in listing the California contractor license number or public works contractor registration number (DIR Registration No.) provided pursuant to paragraph 4104(a)(1) shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the public entity by the prime contractor within twenty-four (24)

- hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.
- 15. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claims Act claim or legal proceedings.

PROPOSAL

FOR

CITYWIDE SHARED BIKE LANE (SHARROW) RE-STRIPING CIP NO. 3934

IN THE CITY OF BELL GARDENS

TO THE CITY OF BELL GARDENS, as AGENCY

In accordance with AGENCY'S Notice Inviting Sealed Bid, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required for the above-stated project as set forth in the Plans, Specifications, and contract documents therefor, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump-sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump-sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates by the dates stablished by the agency after the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

BID SCHEDULE

FOR

CITYWIDE SHARED BIKE LANE (SHARROW) RE-STRIPING CIP NO. 3934

IN THE CITY OF BELL GARDENS

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of BELL GARDENS, California, in accordance with the specifications for the unit price set forth in the following items:

BID SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Unit Price \$	Extended Amount \$
1	Provide Traffic Control.	1	LS	LS	\$
2	Re-stripe Existing Bike Lane Sharrow Total of 238 – Confirm Quantities From Map	238	EA	EA	\$
	TOTAL AMOUNT BASE BID IN FIGURES:			\$	
	TOTAL AMOUNT IN WORDS BASE BID:				
				DO	LLARS.
	Company Name Bid	lder's Signat	ure		

IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

If the City determines to award a contract for this Base Bid, the City's determination will be based on the best interest of the City.

All work of this project shall be completed within twenty (20) working days of the effective date of the Notice-to-Proceed to be issued by AGENCY, including five (5) working days for Mobilization and fifteen (15) working days for Construction.

DESIGNATION OF SUBCONTRACTORS

(Complete subcontractor information below shall be submitted with the Sealed bid)

BIDDER proposes to subcontract certain portions of the work that are in excess of one-half of 1 percent of the total amount bid or \$10,000, whichever is greater, as follows:

-	
Name:	
Address:	
Telephone No.:	
State License No.:	
Portion of Work:	
Name:	
Address:	
Telephone No.:	
State License No.:	
Portion of Work:	
Name:	
Address:	
Telephone No.:	
State License No.:	
Portion of Work:	
Name:	
Address:	
Telephone No.:	
State License No.:	
Portion of Work:	
Name:	
Address:	
Telephone No.:	
State License No.:	
Portion of Work:	
Name:	
Name: Address:	
Name: Address: Telephone No.:	
Name: Address:	

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

REFERENCES

BIDDER shall provide the names, addresses, and telephone numbers for three public agencies (consisting of cities or counties) for which BIDDER has performed similar STREET IMPROVEMENT WORK IN THE PUBLIC RIGHT OF WAY within the past 2 years. Special districts, i.e., school, water or taxing districts are not acceptable references:

Name and Address of Owner Name and telephone number of person familiar with project	Name and telephone nu	ımber of person familiar with p	roject
Name and Address of Owner Name and telephone number of person familiar with project Contract amount Type of work Date complete Name and Address of Owner Name and telephone number of person familiar with project Contract amount Type of work Date completed	Contract amount	Tuna af wards	Data asymptote
Name and telephone number of person familiar with project Contract amount Type of work Date complete Name and Address of Owner Name and telephone number of person familiar with project Contract amount Type of work Date completed	Jontract amount	rype or work	Date completed
Contract amount Type of work Date complete Name and Address of Owner Name and telephone number of person familiar with project Contract amount Type of work Date completed	lame and Address of C	wner	
Name and Address of Owner Name and telephone number of person familiar with project Contract amount Type of work Date completed	lame and telephone nu	mber of person familiar with p	roject
Name and telephone number of person familiar with project Contract amount Type of work Date completed	Contract amount	Type of work	Date completed
Contract amount Type of work Date completed	lame and Address of C	wner	
,	lame and telephone nu	mber of person familiar with p	roject
following are the names, addresses, and telephone numbers of all brol	Contract amount	Type of work	Date completed
	following are the nam	es. addresses. and telephon	e numbers of all brok
ties from whom BIDDER intends to procure insurance and bonds:			

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any AGENCY, State or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NONCOLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following in	formation is true and correct:
Bidder's Name	
Business Address	
Telephone	
State Contractor's License No. and C	lass
Original Date Issued	Expiration Date
individuals, firm members, partners,	es, addresses, and telephone numbers of al joint ventures, and/or corporate officers having a additional 8 ½" x 11" sheets if needed):
The date of any voluntary or involu	ntary hankruntay judamente againet any principa
having an interest in this proposal, or	ntary bankruptcy judgments against any principa r any firm, corporation, partnership or joint venture nterest in this proposal was an owner, corporate s follows:
All current and prior DBA's, alias, a having an interest in this proposal are	and/or fictitious business names for any principa e as follows:

		R executes and submits med principals this		
BIDDER				
The undersig	ned declares unde	er penalty of perjury und	der the laws of	the State of
		s made hereto are true ar		
		Signature of Contractor's	- Representative	
				, –
		Printed Name		_
		Title		
Subscribed a	nd sworn to this	day of	, 20	
NOTARY PUI	BLIC			

PROPOSAL GUARANTEE

BID BOND

FOR

CITYWIDE SHARED BIKE LANE (SHARROW) RE-STRIPING CIP NO. 3934

IN THE CITY OF BELL GARDENS

KNOW ALL PERSONS BY THESE PRESENTS that
as BIDDER, and,
as BIDDER, and, corporation organized and existing under the laws of the State of, and duly authorized to transact business under the laws of the State of California, a
duly authorized to transact business under the laws of the State of California, a
SURETY, are held and firmly bound unto the City of Bell Gardens, as AGENCY, in the
penal sum of
Dollar
(\$), which is ten (10) percent of the total amount bid by BIDDER to AGENCY for the above-stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.
THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to AGENCY for the above-stated project, if said bid is rejected, or if sa bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and voided, otherwise it shall remain full force and effect in favor of the AGENCY.
IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of, 20
BIDDER*
SURETY*
Subscribed and sworn to this day of, 20
NOTARY PUBLIC

* Provide BIDDER/ADMITTED SURETY name, address, title and telephone number and the name, title, address, and telephone number of authorized representative.

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder v	vho has a
proprietary interest in the Bidder ever been disqualified, removed or	otherwise
prevented from bidding on or completing a Federal, State or local government	ent project
because of a violation of law or a safety regulation?	

Yes	No
If the answer is ves explain the	he circumstances in the space provided.

Note: This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this questionnaire.

CITY OF BELL GARDENS

CONSTRUCTION CONTRACT AGREEMENT

FOR

CITYWIDE SHARED BIKE LANE (SHARROW) RE-STRIPING CIP NO. 3934

IN THE CITY OF BELL GARDENS

THIS CONSTRUCTION CONTRACT (hereinafter, "Contract") is made and entered into this day of 2024 (hereinafter, the "Effective Date") by and between the CITY OF BELL GARDENS, a municipal corporation (hereinafter, "CITY") and [INSERT CONTRACTOR NAME] (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably as appropriate.
RECITALS
WHEREAS, City requires public works construction services for the (hereinafter, the "Project"); and
WHEREAS, CITY issued notice inviting competitive bids for the Project on; and
WHEREAS, following the opening of bids on, CONTRACTOR was determined to be the lowest responsive and responsible bidder for the Project.
NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and CONTRACTOR agree as follows:
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<u>ARTICLE I (CONTRACT DOCUMENTS)</u>

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements (hereinafter "Contract Documents") clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II (WORK TO BE PERFORMED)

The CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner INSERT PROJECT NAME, as called for, and in the manner designated in, and in strict conformity with, the Contract Documents. It is understood and agreed that the tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and the work performed and completed as required in the Drawings and Specifications under the sole direction and control of the CONTRACTOR, and subject to inspection and approval of the CITY, or its representatives.

ARTICLE III (CONTRACT PRICE)

<u>ARTICLE IV (NOTICE AND SERVICE THEREOF)</u>

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

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

City of Bell Gardens
Public Works Department
Attn: Public Works Director
Bell Gardens City Hall
7100 Garfield Avenue
Bell Gardens, CA 90201

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

NAME ADDRESS Attn: Phone: ()

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

ARTICLE V (INSURANCE)

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensations, or to undertake self-insurance in accordance with the provisions of that code and certified compliance with such provisions.

CONTRACTOR agrees to indemnify, defend and hold harmless CITY and all if its officers and agents from any claims, demand or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder. The liability insurance coverage values shall be:

Insurance Coverage Requirements	Limit Requirements
Comprehensive General Liability Product/Completed Operations Hazard Comprehensive Automobile Liability Contractual General Liability Worker's Compensation	\$2,000,000 \$2,000,000 \$2,000,000 \$2,000,000 Statute

A combined single-limit policy with aggregated limits in the amount of \$4,000,000 will be considered equivalent to the required minimum limits.

The issuer shall be an "admitted surety insurer" duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage shall be placed with the carriers admitted to write insurance in California or carriers with a rating of or equivalent to A:VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval, in writing, from the CITY.

Insurance shall name the City of Bell Gardens, its officers, agents, and employees, including INFRASTRUCTURE ENGINEERS, as additional insured by endorsement of the CONTRACTOR's policy. A copy of the endorsement, showing policy limits, shall be provided to the CITY on or before signing this contract.

ARTICLE VI (EXECUTION)

CONTRACTOR affirms that the signatures, titles and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having principal interest herein.

ARTICLE VII (COMPLETION DATE)

The total contact time for completion of this project is twenty (20) working days from the effective date of notice to proceed to be issued by the Agency. This includes five (5) working days for Mobilization and fifteen (15) working days for construction.

The liquidated damage for this project is five hundred dollars (\$500.00) per calendar day for each calendar day the project is not completed to the satisfaction of the CITY within the contract time including any extension of time granted by the CITY.

ARTICLE VIII (RECORDS & AUDITS)

The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds. These records will be made available for audit purposes to the CITY or any authorized representative and will be retained for 5 years after the expiration of this contract unless permission to destroy them is granted by the CITY.

ARTICLE IX (PREVAILING WAGES)

- (a) CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1773.8, which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.
- (b) By the execution of this Contract, CONTRACTOR hereby certifies that it is registered with the California Department of Industrial Relations as required pursuant to Labor Code section 1725.5 (contractor registration).

- (c) CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The CONTRACTOR shall, as a penalty to the CITY, forfeit no more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by a subcontractor.
- (d) CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1776 which requires CONTRACTOR and each subcontractor to (i) keep accurate payroll records, (ii) certify and make such payroll records available for inspection as provided by Section 1776, and (iii) inform the Agency of the location of the records. The CONTRACTOR is responsible for compliance with Section 1776 by itself and all of its subcontractors.
- (e) CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that the CONTRACTOR is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
- (f) CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours without approval of the CITY. The CONTRACTOR shall, as a penalty to the Agency, forfeit twenty-five dollar (\$25) for each worker employed in the execution of the contract by the CONTRACTOR or by any subcontractor for each calendar day or portion thereof during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division, 2, Part 7, Chapter 1, Article 3 of the California Labor Code. The CONTRACTOR may, with the approval of the City Engineer, use his employees to carry out work on the project beyond the normal eight (8) hour workday and on Saturdays, Sundays and Holidays provided the employees are paid at the following hourly rates:
 - Week days (Monday through Fridays) after eight (8) hours daily and not to exceed twelve (12) hours daily total per day and not exceeding forty-eight (48) hours work in a seven (7) day period week at one and one-half (1.5) times the prevailing hourly wage for the initial eight (8) hours of regular work time for the time worked after the initial eight (8) hours regular time.
 - Saturdays, Sundays and Holidays for time worked after forty (40) hours
 of regular work time in a seven (7) day period week at the rate of two
 (2.0) times the prevailing hourly wage for the initial eight (8) hours of
 regular weekday work time and not to exceed a total of forty-eight (48)
 hours of work within the seven (7) day work week period.

(g) California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to under self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

ARTICLE X (PROMPT PAYMENT)

Prompt Progress Payment to Subcontractors

Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than 10 days of receipt by the Contractor of each progress payment, unless otherwise agreed to in writing.

(SIGNATURES ON NEXT PAGE)

administrator covenants he	S THEREOF the parties hereto for themselves, their heirs, execurs, successors, and assigns do hereby agree to the full performance of erein contained and have caused this contract agreement to be executed setting hereunto their names, titles, hands, and seals this	f the ed in
Contractor:		
	(Signature)	
Name and Ti	itle (Printed)	
Contractor's	License No License Class	
AGENCY Bu	ısiness License No	
Federal Tax	Identification No.	
Subscribed a	and sworn to this day of	
NOTARY PU	JBLIC	
AGENCY:		
	Mayor of the City of Bell Gardens	
Attested:	City Clerk of the City of Bell Gardens	
	Date	
Approved as to form:	City Attorney of the City of Bell Gardens	
	Date	

FAITHFUL PERFORMANCE BOND

FOR

CITYWIDE SHARED BIKE LANE (SHARROW) RE-STRIPING CIP NO. 3934

IN THE CITY OF BELL GARDENS

KNOW ALL PERSON	IS BY THESE PF	RESENTS that _		, as
CONTRACTOR and organized and existing	t		,	a corporation
organized and existing	ng under the laws	of the State of	, and	duly authorized
to transact business t	under the laws of	the State of Ca	illiornia, as SURE	i Y, are neid and
firmly bound unto t	he City of Bell	Gardens, as	AGENCY, in the	penal sum of
			_Dollars (\$),
which is 100 percent				
payment of which su		JR and SURE	Y agree to be bo	ound, jointly and
severally, firmly by th	ese presents.			
THE CONDITIONS (OF THIS OBLIGA	TION ARE SU	CH that whereas	CONTRACTOR
has been awarded a			-	
AGENCY for the abo				•
all obligations under				
then this obligation s				
effect in favor of AG				
completion made pur				
release either CONT				
waived by SURETY.		,		,
,				
IN WITNESS WHER			et their names, tit	iles, hands, and
seals this da	ay of, 20_	•		
CONTRACTOR*				
CONTRACTOR _				
_				
SURETY* _				
_				
Subscribed and swor	n to this day	y of	, 20	
NOTARY PUBLIC				

* Provide CONTRACTOR/ADMITTED SURETY name, address, and telephone number and the name, title, address, and telephone number of authorized representative.

MATERIAL AND LABOR BOND

FOR

CITYWIDE SHARED BIKE LANE (SHARROW) RE-STRIPING CIP NO. 3934

IN THE CITY OF BELL GARDENS

KNOW ALL PERSO	ONS BY THESE PRESENTS that	,
	R, and, ed and existing under the laws of the State of, I to transact business under the laws of the State of California,	
SURETY, are held	firmly bound unto the City of Bell Gardens, as AGENCY, in	the
contract amount of CONTRACTOR and presents.	Dollars (\$), which is 100 percent of the to for the above-stated project, for payment of which so SURETY agree to be bound, jointly and severally, firmly by the	otal um, ese
has been awarded AGENCY for the ab pay for any labor or under said contract. Insurance Act with r not exceeding the spersons entitled to f any alterations in the made pursuant to the same as the sam	OF THIS OBLIGATION ARE SUCH that, whereas CONTRACT and is about to enter into the annexed Contract Agreement of cove-stated project, if CONTRACTOR or any subcontractor fails material of any kind used in the performance of the work to be dot, or fails to submit amounts due under the State Unemployment respect to said labor, SURETY will pay for the same in an amount set forth above, which amount shall inure to the benefit of file claims under the State Code of Civil Procedures; provided to e work to be done, materials to be furnished, or time for complete the terms of the contract documents shall not in any way released or SURETY, and notice of said altercations is hereby waived	with s to one nent ount f all that tion ase
IN WITNESS WHER	REOF the parties have set their names, titles, hands, and seals _, 20	this
CONTRACTOR*		
SURETY*		
Subscribed and swo	orn to this day of, 20	
NOTARY PUBLIC _		

* Provide CONTRACT/ADMITTED SURETY name, address, and telephone number and the name, title, address, and telephone number for authorized representative.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT

STATE OF CALIFORNIA)
COUNTY OF)
being first duly sworn, deposes and says that he is
(sole owner, a partner, president, etc.)
the foregoing bid, that such bid is not made in the interest of or behalf of any undisclosed person, partnership, company, association, organization or corporation, that such bid is genuine and not collusive or sham, that said bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to submit a sham bid, or that anyone shall refrain from bidding, that said bidder has not in any manner, directly or indirectly, sought by agreements, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the overhead, profit or cost element of such bid price, or of that of any bidder, or to secure any advantage against the public body awarding the Contractor or anyone interested in the proposed contract; that all statements contained in such bid are true and, further, that said bidder has not, directly or indirectly, submitted his bid price, or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection there with to any corporation, partnership, company, association, organization, bid depository or to any member or agency thereof, or to any other individual, except to such person or persons as have a partnership or other financial interest with said bidder in his general business.
Signed
Title
Subscribed and sworn to before me this day of, 20
Notary Public

CITYWIDE SHARED BIKE LANE (SHARROW) RE-STRIPING CIP NO. 3934

IN THE CITY OF BELL GARDENS

GENERAL SPECIFICATIONS

SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the work described in the Bid Schedule and these Specifications. The general items of work include replacing bicycle sharrow symbols including painting (2 coats) of background and all other incidental work required to complete the improvements indicated in the Plans and Specifications.

LOCATION OF WORK

The general location of the work is as follows:

- Garfield Avenue
- Eastern Avenue
- Florence Avenue
- Gage Avenue
- Florence Place

TIME FOR COMPLETION

The Contractor shall complete all work in every detail within **twenty (20) working days** comprised of **five (5)** working days for mobilization and fifteen **(15)** days for construction, after the effective date in the Notice-to-Proceed with the Work to be issued by the CITY.

NOTIFICATION

The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

AT&T INQUIRIES

Attention: Mr. Jospeh Forkert (510) 645-2929

CALIFORNIA WATER SERVICE

Attention: Mr. Phillip Delgado (323) 263-4145

CENTRAL E	BASIN MWD Mr. Joe Covarrubias	(323) 491-6715			
CHEVRON Attention:	Mr. John Lopez	(310) 701-9460			
CITY OF CO Attention:		(323) 722-4805			
CITY OF BE Attention:		(323) 923-3590			
	ELL GARDENS – WATER & SEWER Public Works Inspector	(562) 806-7775			
	LL GARDENS Mr. Douglas Benash	(562) 806-7770			
CITY OF DO Attention:	OWNEY Public Works Inspector	(562) 904-7202			
CITY OF SC Attention:	OUTH GATE Leo Trujillo	(323) 563-5790			
COUNTY SA Attention:	ANITATION DISTRICT – COMPTON Mr. Arthur McCullough	(310) 638-1161			
CRIMSON F Attention:	PIPELINE Utility Coordinator	(562) 285-4100			
CROWN CA Attention:	STLE – LA & VEN Fiber Dig	(888) 632-0931			
FRONTIER Attention:	Ms. Cathy Brown	(310) 264-5100			
GOLDEN STAttention:	TATE WATER COMPANY Mr. Ray Burk	(562) 907-9200			
LUMEN Attention:	TECH ON DUTY	(877) 366-8344			
MAYWOOD Attention:	MUTUAL WTR CO Mr. Steven Rojo	(323) 581-5816			
MCI (VERIZON BUSINESS)					

Attention:	MCI Operator	(800) 289-3427
METROPOL Attention:	ITAN WATER Mr. Daniel Diaz	(323) 276-7623
METROPOL Attention:	ITAN WATER DISTRICT – SOTO ST Substructures Team	(213) 217-7663
PLAINS ALL Attention:	. AMERICAN PIPELINE Ms. Paula Bawden	(562) 728-2371
SAN GABRI Attention:	EL VALLEY WATER COMPANY Mr. John Sanchez	(626) 448-6183
SAN GABRI Attention:	EL VALLEY WATER - MONTEBELLO Mr. Oscar Ramos	(626) 448-6183
SOUTHERN Attention:	I CALIFORNIA EDISON – TRANSMISSION Design Support/UND	(562) 903-3167
SOUTHERN Attention:	I CALIFORNIA GAS COMPANY – DOWNEY Mr. Steve Gomez	(714) 456-2419
SPECTRUM Attention:	I - IRWINDALE Engineering	(866) 874-2389
SPECTRUM Attention:	I - BELLFLOWER Engineering	(562) 383-9989
SOUTHERN Attention:	I CALIFORNIA EDISON – DISTRIBUTION Design Support/UND	(562) 903-3167
SOUTHERN Attention:	CALIFORNIA EDISON – TELECOMMUNICATIONS Design Support/UND	(562) 903-3167
TERRADEX Attention:	Mr. Peter Biffar	(650) 227-3252
UNDERGRO	OUND SERVICE ALERT	811

EMERGENCY INFORMATION

The names, addresses, and telephone numbers of the Contractor and sub-contractors, or their representatives, shall be filed with the City Engineer, the County Fire Department (local station) and the City Police Department prior to beginning work.

STANDARD SPECIFICATIONS

The Standard Specifications and Plans of the AGENCY are contained in the 2022 Caltrans Standard Plans and Specifications and Latest Edition of the Standard Specifications for Public Works Construction (Greenbook) and Standard Plans for Public Works Construction, including all supplements, as written and promulgated by the Public Works Standards, Inc., and all amendments thereto. Copies of these Standard Specifications and Plans are available from the publisher, Building News, Incorporated, 1612 South Clementine Street, Anaheim, California 92802, telephone (714) 517-0970.

The Standard Specifications and Plans set forth above will control the general provisions, construction materials, and construction methods for this contract, except as amended by these Plans, Special Provisions, or other contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications and Plans. Only those sections requiring elaborations, amendments, specifying of options or additions are called out.

WAGE RATES AND LABOR CODE REQUIREMENTS

The City has determined that the work on this Project requires work of labor categories which are subject to the State of California Department of Industrial Relations prevailing rates of per diem wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the work provided pursuant to the Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of the Agreement. Contractor understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700].

NEGOTIATED CONTRACT CHANGE ORDERS

Whenever a revision to the CONTRACT scope of work results in a potential difference in CONTRACT sum, the CONTRACTOR shall submit in the form prescribed by the CITY, an itemized breakdown of CONTRACTOR and subcontractor direct costs, including labor, material, equipment, and approved services, pertaining to such revised work with complete supporting data for the quantities and prices quoted. Labor documentation shall include, but not be limited to, timecards for all employees of the

CONTRACTOR and its Subcontractors performing all additional labor. This information shall be submitted by the CONTRACTOR to the CITY as part of a change order request.

Where the CONTRACTOR's change order request includes costs submitted from any subcontractor, at any tier, for labor, material, equipment, and approved services, the CONTRACTOR shall be solely responsible for verifying the accuracy of said subcontractor costs in accordance with applicable law and the CONTRACT DOCUMENTS prior to submitting the change order request to the ENGINEER.

The CONTRACTOR's direct costs shall be limited to the following:

Payroll costs for workers and foremen, including wages, fringe benefits as established by negotiated labor agreements or Federal or State prevailing wages, Workers' Compensation and Labor Insurance, and labor taxes as established by Law. No other fixed labor burdens will be considered, unless approved in writing by the Construction Manager. The CONTRACTOR's direct costs shall not include any costs associated with documenting employee labor hours associated with any revision in CONTRACT scope of work as all such indirect costs form a part of the CONTRACTOR's overhead expense.

The cost of materials, including sales tax, if paid for by the CONTRACTOR or its subcontractor, in such work as can be substantiated by documentation considered acceptable to the Construction Manager.

The cost of equipment based on fair rental or ownership value as accepted by the Construction Manager. The rates for rented or contractor-owned equipment shall not exceed the rates as published in the State of California, Business, Transportation, and Housing Agency, Department of Transportation, Construction Program, Labor Surcharge & Equipment Rental Rates, latest Edition. For equipment, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use.

The cost of incidentals directly related to such work. The direct costs shall not include any labor or office costs pertaining to the Contractor's Managers or Superintendents, its office and engineering staff, its office facilities, or anyone not directly employed on such work, nor the cost of small tools as all such indirect costs form a part of the CONTRACTOR's overhead expense.

Under the methods described in Paragraphs 2.A.2 and 2.A.3 above, the maximum percentage which will be allowed for the CONTRACTOR's combined overhead and profit shall be limited to the following:

For WORK by its own organization, the CONTRACTOR may add the following percentages:

Direct Labor Twenty Percent (20%)
Materials Five Percent (5%)
Equipment (owned or rented) Five Percent (5%)

For all such work done by subcontractors, such subcontractor may add the same percentages as for the CONTRACTOR in Paragraph 3.D.1 above to its actual net

increase in costs for combined overhead and profit. The CONTRACTOR may add up to five percent (5%) of the subcontractor's total for its combined overhead and profit.

For all such work done by subtier-subcontractors, such subtier-subcontractors may add the same percentages as for the CONTRACTOR as listed in Paragraph 3.D.1 above to its actual net increase in costs for combined overhead and profit, and the subcontractor may add up to five percent (5%) of the subtier-subcontractor's total for its combined overhead and profit. The CONTRACTOR may add up to five percent (5%) of the subcontractor's total for its combined overhead and profit.

To the total of the actual costs and fees allowed herein, not more than two percent (2%) shall be added for additional bond and insurance costs.

The above fees represent the maximum limits which will be allowed, and they include all and any costs, markups, profits, etc. associated with the preparation and performance and completion of the WORK.

When both additions and credits are involved in any one CONTRACT change order, the combined overhead and profit shall be figured on the basis of the net increase, if any, for each area of work; i.e., labor, material, equipment, approved services, and subcontractors. The amount of credit to be allowed by the CONTRACTOR to the CITY for any such change which results in a net decrease in the CONTRACT sum will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method for Force Account Payment.

The CONTRACTOR shall not claim for anticipated profits on WORK that may be omitted.

RESOLUTION OF CONSTRUCTION CLAIMS

California Public Contract Code (PCC) section 9204 as adopted by Assembly Bill 626 prescribes a process to present, confer, and mediate all construction claims relating to the City's public works project.

"Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or another public improvement of any kind.

"Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested for (A) a time extension, including, without limitation for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or the amount the payment of which is disputed by the local agency. (PCC 9204(c)(1)).

For any claim subject to this article, PCC section 9204 shall be followed.

Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under PCC Section 20104.4 to mediate after litigation has been commenced.

PCC Section 9204 does not preclude the City from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program if mediation under this section does not resolve the parties' dispute.

Should the City fail to respond to a claim, or fail to issue written statements as required, the Contractor's claim is deemed denied. A claim denied by reason of the City's failure to respond shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

Amounts not paid in a timely manner as required by PCC 9204 shall bear interest at seven percent per annum.

NOTICE OF THIRD-PARTY CLAIMS

In accordance with PCC Section 9201, the City will provide timely notification to Contractor of the receipt of any third-party claim relating to the Agreement. The Contractor agrees to reimburse the City for its reasonable costs incurred in providing such notice.

ENVIRONMENTAL PROVISIONS

The Contractor shall as appropriate, comply with all provisions of Public Contracts Code Section 7104 (SB1470). The requirements of this code are summarized as follows: In the event Contractor is required to dig any trench or excavation that extends deeper than 4 feet below the surface in order to perform the work authorized under this contract, Contractor agrees to promptly notify AGENCY in writing and before further disturbing the site if any of the conditions set forth below are discovered.

- 1. Materials that the Contractor believed may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
- Subsurface or latent physical conditions at the site differing from those indicated.
- 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally reorganized as inherent in the work of the character provided for in this Contract.
 - a. AGENCY agrees to promptly investigate the conditions, and if AGENCY finds that the conditions do materially differ, or do involve hazardous

- waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in this Contract.
- b. That, in the event a dispute arises between AGENCY and Contractor as to whether the conditions materially increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for in this Contact, but shall proceed with all work to be performed under the Contract. Contractor shall retain any and all right provided either by this Contract or by law, which pertain to the resolution of disputes and protests between contracting parties.

SPECIAL PROVISIONS

FOR

CITYWIDE SHARED BIKE LANE (SHARROW) RE-STRIPING CIP NO. 3934

IN THE CITY OF BELL GARDENS

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SPECIAL PROVISIONS

PART 1 – GENERAL SECTION

FOR

CITYWIDE SHARED BIKE LANE (SHARROW) RE-STRIPING CIP NO. 3934

IN THE CITY OF BELL GARDENS

The work for the completion of the Project shall be performed in accordance with the Standard Specifications for Public Works Construction (SSPWC), latest Edition, including all the supplements.

For purposes of this Project, the following General Provisions are amended, as follows:

SECTION 1 – GENERAL

The following additions/modifications are hereby made to Subsection 1-2 of the Standard Specifications:

1-2 TERMS AND DEFINITIONS.

AGENCY: City of BELL GARDENS

Board: City Council of the City of BELL GARDENS

Caltrans: State of California, Department of Transportation

County: County of Los Angeles

Engineer: The City Engineer of the City of BELL GARDENS or

his authorized representative

Federal: United States of America

Contractor: The word Contractor means the Contractor as defined herein

or his/her authorized representative.

Working Day: The Contractor's activities shall be confined to the hours between 7:00 a.m. and 4:30 p.m., Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the

Contractor. Should the Contractor choose nighttime work, any and all lighting and traffic control, as needed, shall be provided by the Contractor.

1-7 AWARD AND EXECUTION OF CONTRACT.

Subsection 1-7 of the Standard Specifications is hereby replaced with the following:

Within ten working days after the date of the AGENCY's notice of award, the Contractor shall execute and return the following contract documents to the AGENCY:

- Contract Agreement
- Faithful Performance Bond
- Material and Labor Bond
- Public Liability and Property Damage Insurance Certificate
- Worker's Compensation Insurance Certificate
- Project Schedule

Failure to comply with these requirements will constitute non-responsiveness on the part of the Contractor and will result in annulment of the award by the Agency and forfeiture of the Proposal Guarantee by the Contractor.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY official.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and of the authority of its officers to sign contracts and bonds for the corporation.

1-7.2 Contract Bonds.

The second sentence of the fourth paragraph of Subsection 1-7.2 of the Standard Specifications is hereby deleted and replaced with the following: The Faithful Performance Bond (Warranty Bond) shall remain in force until one (1) year of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until thirty-five days after the date of recordation of the Notice of Completion.

The second and third sentences of the third paragraph of Subsection 1.7-2 of the Standard Specifications are hereby deleted and replaced with the following: The "Payment Bond" (Material and Labor Bond) shall be for not less than 50 percent of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by it on the work. The Payment Bond shall remain in effect until thirty-five days after the date of recordation of the Notice of Completion.

SECTION 2 – SCOPE OF THE WORK

2-2 PERMITS.

The text of Subsection 2-2 of the Standard Specifications is hereby deleted and replaced with the following:

Prior to the start of any work, the Contractor shall take out the applicable AGENCY permits and make arrangements for AGENCY inspections. The AGENCY will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain an AGENCY business license, and shall be licensed in accordance with the State Business and Professions Code. The Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

The Contractor shall pay all costs incurred by the permit requirements.

SECTION 3 – CONTROL OF THE WORK

3-2 SELF-PERFORMANCE.

The whole paragraph of Section 3-2 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at least 50 percent of the Contract Price. The contract labor performed or provided by the Contractor shall amount to at least 25 percent of the total contract labor for the Contract. Contract labor shall exclude the Contractor's superintendent. Any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount of contract labor, materials, and equipment required to be performed or provided by the Contractor with its own organization. Where an entire item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or Lump Sum Price, determined from information submitted by the Contractor, subject to approval by the Engineer.

The Contractor with the bid package shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractors total bid. The prime contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

3-7 CONTRACT DOCUMENTS.

3-7.1 General.

The following is added to the General Specifications:

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

3-10 SURVEYING.

3-10.1 General.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor will furnish a Surveyor as needed for layout of the work and the resetting of monuments and shall be considered as paid for in the various Bid items and no additional compensation shall be allowed thereafter.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL.

The following is hereby added to this subsection of the Standard Specification:

The Contractor and all subcontractors, suppliers, and vendors shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one (1) years after the date of recordation of the Notice of Completion. Within this one-year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance. The Contractor shall make all repairs, replacements, and restorations within thirty (30) days after the date of the City Engineer's written notice.

4-6 TRADE NAMES.

The first and second paragraphs of this subsection of the Standard Specifications are hereby replaced with the following:

Although the bidder may believe that by use of a different material than that specified on/in the plans and specifications, a lower cost project/bid may result, the bidder is to bid the project on the basis of using the material(s) as named keeping in mind that all materials named herein by manufacturer is not to prohibit the bidder considering using in his bid what he consider to be an equal material except where the AGENCY has

designated a sole product. Once the bids have been opened the successful Contractor may discuss with the AGENCY the use of another product; which may result in a determination by the AGENCY that the other product is equal and possibly that by the AGENCY allowing the use of the Contractor proposed equal that a change in the contract amount may result.

<u>SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES</u>

5-3 LABOR.

5-3.1 General.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor, and all subcontractors, suppliers, and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers. In accordance with the labor Code, as provided in Section 1773 et seq., the City has on file in the City Clerk's office the latest prevailing rates as established by the Director of Industrial Relations of the State of California. The Contractor shall not pay less than these rates.

5-4 INSURANCE.

5-4.2 General Liability Insurance.

The liability insurance coverage values are hereby amended to be:

Insurance Coverage Requirements	<u>Limit Requirements</u>	
Comprehensive General Liability	\$2,000,000	
Product/Completed Operations Hazard	\$2,000,000	
Comprehensive Automobile Liability	\$2,000,000	
Contractual General Liability	\$2,000,000	
Worker's Compensation	Statute	

A combined single limit policy with aggregate limits in the amount of \$4,000,000 will be considered equivalent to the required minimum limits. A pro forma copy of the policy(s) shall be submitted to the City. A certificate of endorsement naming the City and its Agents as additional insured identifying the coverage limits, dates of coverage insurance provided, and project number is required.

5-7 SAFETY.

5-7.1 Work Site Safety. 5-7.1.1 General.

Subsection 5-7.1.1 is hereby added to Section 5 of the Standard Specifications as follows:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as its operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public services, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work, which will require that immediate and unusual 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 Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten working days after the date of the Agency's execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed Construction Schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the last day of each month. The Report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-2 PROSECUTION OF THE WORK.

The following is hereby added to this subsection of the Standard Specifications:

- **6-2.1** A noise level limit of 86 dba at the distance of fifty feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel
- **6-2.2** All noise producing project equipment and vehicles using internal combustion engines shall be equipped with mufflers, and air inlet silencers where appropriate, in good operating condition that meet or exceed original factory specifications. Mobile or fixed "package" equipment (e.g. arc-welders, air compressors) shall be equipped with shrouds and noise control features that are readily available for that type of equipment.
- **6-2.3** All mobile or fixed noise producing equipment used on the project, which is regulated for noise output by a local, state, or federal agency, shall comply with such regulation while in the course of project activity.
- **6-2.4** Electrically powered equipment instead of pneumatic or internal combustion powered equipment shall be used, where feasible.
- **6-2.5** Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practical from residences.
- **6-2.6** The hours of conventional construction activities shall be restricted to the periods and days permitted by the local noise or other applicable ordinance. In accordance with the City of BELL GARDENS Noise Ordinance, these activities include (but are not limited to) construction, noisy maintenance activities, all spoils and material transport, demolition, and grading and are prohibited between the hours of 4:00 p.m. and 7:00 a.m. on weekdays (Monday through Friday), Saturday and Sundays, and legal holidays, except in cases of emergency as determined and approved in writing by the City Engineer.
- **6-2.7** The use of noise producing signals, including horns, whistles, alarms, and bells shall be for safety warning purposes only.
- **6-2.8** No project related public address, paging, two-way radio, or music system shall be audible at any adjacent residence.
- **6-2.9** The on-site construction supervisor shall have the responsibility and authority to receive and resolve noise complaints. An appeal process to the City shall be established prior to construction commencement that will allow for resolution of noise problems that cannot be immediately solved by the site supervisor.

- **6-2.10** The Contractor shall develop a project noise control plan, which shall be approved and implemented prior to commencement of any construction activity.
- **6-2.11** Noise control features and plans shall be reviewed and approved by a noise control engineering professional.
- **6-2.12** Contract incentives may be offered to the construction contractor to minimize or eliminate noise complaints resulting from project activities.
- **6-2.13** The erection of temporary sound wall barriers shall be considered where project activity is unavoidably close to residences.
- **6-2.14** Caltrans Standard Specifications (Sections 7, 14 and 84) and Standard Special Provisions (that provide limits on construction noise levels) shall be applied and enforced by the City on the project Contractor.
- **6-2.15** Arrange noisiest operations together in the construction program to avoid continuing periods of annoyance.
- **6-2.16** If practical, implement project noise abatement features prior to construction.

6-3 TIME OF COMPLETION.

6-3.1 General.

This subsection of the Standard Specifications shall be replaced by the following:

All construction work is to be completed within **twenty (20) working days** comprised of **five (5)** working days for mobilization and fifteen **(15)** days for construction, after the effective date in the Notice-to-Proceed with the Work to be issued by the Agency.

6-9 LIQUIDATED DAMAGES.

The liquidated damages value is hereby amended to be \$500.00 per day.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.2 Partial and Final Payment.

The text of Subsection 7-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be on or about the twenty-fifth (25th) day of each month. The Contractor shall prepare the approximate measurement of the work performed through the closure date and submit it to the AGENCY for approval along with an updated construction schedule.

When the work is complete, the Engineer will determine the final quantities of the work performed and prepare the final progress payment.

Payments are commonly authorized and made within forty five days following the last day of the month submitted. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions and any other required documents.

A full five percent (5%) retention will be deducted from all progress payments. The final retention will be authorized for final payment thirty-five (35) days after the date of recordation of the Notice of Completion.

The Contractor, however, may receive interest on the retention for the length of construction, or receive the retention itself as long as the retention is substituted with escrow holder surety of equal value.

At the request and expense of the Contractor, surety equivalent to the retention may be deposited with the State Treasurer or a State or Federally chartered bank as the escrow agent, who shall pay such surety to the Contractor upon satisfactory completion of the contract.

Sureties eligible for investment shall include those listed in Section 16430 of the State Government Code or bank or savings and loan certificates of deposit.

Any escrow agreement entered into shall contain the following provisions:

- (a) The amount of surety to be deposited;
- (b) The terms and conditions of conversion to cash in case of default of the Contractor; and
- (c) The termination of the escrow upon completion of the contract.

7-3.3 Delivered Materials.

This subsection of the Standard Specifications is hereby replaced in its entirety by the following:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress partial payment.

SECTION 8 – FACILITIES FOR AGENCY

8-1 GENERAL.

The following is hereby added to this Subsection 8-1 of the Standard Specifications:

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

SECTION 9 - CITY STANDARDS, STANDARD PLANS AND DRAWINGS

Section 9 is hereby added to the Standard Specifications as follows:

All public improvements, construction and dedications required and described in this manual shall conform to the standards and specifications of the City. Standards, Standard Plans of the following agencies are used by the City of BELL GARDENS and are part of the City's standards. Where there is ambiguity or conflict between standards over which standard shall apply, the City Engineer shall determine what shall apply, and his determination shall be final. All construction is subject to the approval of the City Engineer.

<u>Standard Plans</u> – Standard Plans for Public Works Construction, SPPWC, "Latest Edition and Supplement".

<u>Los Angeles County Public Works Department</u> – Greybook and all plans except those modified or replaced by City Standards.

<u>Los Angeles County Waterworks District</u> - Applicable water.

Los Angeles County Flood Control District - Applicable storm drains.

<u>Sanitation Districts of Los Angeles County</u> - Applicable sewer and manholes.

<u>State of California</u> – California Department of Transportation (Caltrans) Standard Specifications and Standard Plans - Pavement markings and traffic loops.

City Standards - All applicable standard plans.

<u>Standard Specifications</u> - The latest edition of, and applicable amendments to, the "Standard Specifications for Public Works Construction (SSPWC)."

California Manual on Traffic Control Devices (CA-MUTCD), "Latest Edition".

PART 4- EXISTING IMPROVEMENTS SECTION 400 - PROTECT AND RESTORATION

400-1 GENERAL.

The second paragraph of Subsection 400-1 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall relocate, repair, replace or re-establish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalks,

driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of the operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Reallocations, repairs, replacements, or re-establishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or re-establishing existing improvements shall be included in the bid.

400-2 PERMANENT SURVEY MARKERS.

The following is added after the first paragraph of this subsection of the Standard Specifications:

The Contractor shall reset distributed monuments and provide a Corner Record Survey filed with the County Surveyor and City engineer. Corner Record Surveys shall be completed by a Surveyor licensed in the State of California to practice surveying.

SECTION 402 - UTILITIES

402-1 LOCATION.

The agency did not perform any utility investigation. The Contractor shall be responsible to contact USA to mark all utilities and shall conduct this operation to protect all marked utilities in place. Any damaged utility line shall be repaired at the contractor sole expense. The price for protecting all utilities in place shall be considered as paid for in the various Bid items and no additional compensation shall be allowed thereafter

PART 6- TEMPORARY TRAFFIC CONTROL SECTION 600 – ACCESS

600-1 GENERAL.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor shall notify the occupants of all affected properties in writing at least forty-eight hours (2 working days) prior to any temporary obstruction of access. Vehicular access to the property shall be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed except as permitted by the Engineer.

600-2 VEHICULAR ACCESS.

There are some driveways that require replacement in order to be American with Disabilities Act (ADA) compliant. Where a property has two driveways, only one driveway at a time can be closed for replacement. Where a single driveway to a property has a considerable width, half of the driveway is to be closed, worked on and reopened for usage before the other half of the driveway can be worked on.

All driveways have to be open for access during project non-construction hours and days which may require use of plating and other devices or methods.

No driveway can be worked on until the owner/tenant has been informed in writing with five (5) working days' notice of the scheduled work and has agreed to the planned schedule of the Contractor.

Under situations of driveway closure to pedestrians, the Contractor shall post advance notice on barricades to direct pedestrian to use the sidewalk on the opposite side of the street or the Contractor may elect to provide continuous K-rail in the curb lane to allow pedestrians to walk in the curb lane behind the K-rail. Any and all devices such as plates, barricades, K-rails and notices shall be continuously maintained for pedestrian and vehicle safety. No curb lanes shall be closed during non-working days of the week. Appropriate advance warning signs shall be continuously maintained as needed during the project. All such devices, warning signs and interruptions of normal vehicle lanes, parking lanes and pedestrian walkways shall be shown on the Traffic Control Plan for advance approval by the Agency.

SECTION 601 - TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-1 GENERAL.

This subsection is added to section 601-1 of the Standard Specifications:

Street closures will not be allowed except as specifically permitted by the Engineer.

At the Pre-Construction meeting, the Contractor shall submit to the Engineer a detailed written plan for traffic control and construction sequencing for the project. The plan shall include drawings as necessary to clearly outline how traffic flow and pedestrian walkways will be handled during the course of construction and where detour and advance notice signs will be posted.

601-3 TEMPORARY TRAFFIC CONTROL (TTC) ZONE DEVICES.

601-3.6 Channelizing Devices.

601-3.6.1 General.

Traffic lane transitions shall not be sharper than a taper of thirty to one.

Temporary traffic channelization shall be accomplished with barricades, K-rail sections or delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed to remain on finish pavement surfaces.

In no case shall traffic be diverted from the existing traveled way without prior approval of the City Engineer.

601-3.7 Traffic Sign Enhancement Devices.

601-3.7.1 General.

The contractor shall include in his Traffic Control Plan use of lighted message boards to notify traffic of project and any changes in vehicle or pedestrian travel routes.

If the Contractor shall fail to provide and install any of the signs or traffic control devices ordered by the Engineer, the Engineer may either stop the work or cause such signs or traffic control devices to be placed by others and charge the cost therefor against the Contractor, and deduct same from the next progress payment

601-5 TRAFFIC LANE WIDTHS AND CLEARANCES.

601-5.2 Lane Widths.

At least one twelve foot-wide traffic lane shall be provided for each direction of travel on all streets at all times except as permitted by the Engineer. The Contractor must submit a traffic control plan to the City, signed by a registered traffic or civil engineer in the state of California, and obtain approval of same in writing from the City Engineer. The plan shall be prepared per latest edition of California Manual on Uniform Traffic Control Devices (CA-MUTCD).

601-5.3 Clearances.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

Any striped roadway shall be delineated by the Contractor with temporary raised reflective markers when it is to be left un-striped overnight.

SPECIAL PROVISIONS

PART 2 – BID ITEM DESCRIPTIONS

FOR

CITYWIDE SHARED BIKE LANE SHARROW RE-STRIPING CIP NO. 3934

IN THE CITY OF BELL GARDENS

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

Bid Items No. 1 – Provide Traffic Control

Traffic Control, Traffic Control plan, construction signing and traffic maintenance shall comply with the provisions of Subsections 5-7, 600 and 601 of the Standard Specification, Subsection 56-2 of the Caltrans Standard Specifications, and the current requirements set forth in the "Manual of Traffic Controls for Construction and Maintenance Work Zones" published by the Department of Transportation, State of California, and Manual on Uniform Traffic Control Devices (CA-MUTCD), Latest Edition, by the Federal Highway Administration and California, the traffic control plans and these Special Provisions.

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

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

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

PUBLIC CONVENIENCE

Within ten working days after the date of the Agency's execution of the Contract Agreement the Contractor shall submit a proposed Construction Schedule for approval. Based on the approved project schedule, the Contractor shall notify residents and businesses of the proposed work and post temporary "NO PARKING" signs at no cost to the City. Signs shall be posted at all intersections, and on each side of the street a maximum of 200 feet between signs. Signs may not be attached to existing poles, street lights standards or trees. All signs must be posted on delineators or stakes provided by the Contractor. The "NO PARKING" signs shall be in place not less than

seventy two (72) hours prior to performing the work; therefore a request for changes in the schedule requiring additional posting shall be submitted by the Contractor for approval by the Engineer at least seventy-two (72) hours prior to reconstruction and paving the street. All conflicting parking signage shall be covered.

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

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

The Contractor shall also coordinate with the street sweeping, trash disposal, Bell Gardens Bus Lines and postal services agencies to ensure the safe operation of their vehicle and access in the construction area.

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

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

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project as specified in Subsection 5-7 of the General Provisions.

PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged pavement as a result of vandalism (i.e., vehicle tracks, footprints, graffiti, etc.) If deemed necessary by the City, the Contractor shall repair the defective area in accordance with these special provisions.

No open trenches shall be allowed overnight without steel plate covers.

CONSTRUCTION SIGNING

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades as required by the "California Manual on Uniform

Traffic Control Devices", CA-MUTCD. The traffic control system shall be installed on a road prior to starting work for that road and shall not be removed until all work has been completed on that road. Existing speed limit signs, which conflict with the work zone speed limit, shall be covered during the entire construction period. If any Traffic Control is required within 100ft from a signalized intersection, the contractor shall submit a Traffic Control Plan.

TRAFFIC MAINTENANCE

The Contractor shall be responsible for handling vehicular and pedestrian traffic in accordance with Subsection 601 of the Standard Specifications and these Special Provisions.

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

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

The plans shall be submitted to the City at the preconstruction meeting prior to commencing work and shall incorporate a complete and separate plan for each stage of construction proposed by the Contractor. This plan shall indicate the sequence of lanes or portions of lanes being closed for each phase. The traffic control plans shall indicate the travel plan for each phase of construction. The traffic control plans shall state:

- 1. That the plan will conform to "California Manual on Uniform Traffic Control Devices", CA-MUTCD.
- 2. Emergency contact person and phone number.
- Minimum lane widths and minimum clearance to obstructions.

The traffic control plan shall be approved by the City of Bell Gardens prior to beginning any removals.

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

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

The Contractor shall provide for controlled pedestrian crossings through the work. Crossings shall provide pedestrians a means of passing over or through the work without tracking tack coat or hot asphalt concrete or P.C.C. work or endangering pedestrian safety. All temporary pedestrian crossings shall be in compliance with the

latest Americans with Disabilities Act design standards and supplements.

At intersections, if a cross road needs to be temporarily closed when work is in progress through the intersection and the anticipated traffic delay is more than five (5) minutes, a detour sign shall be installed on the cross street and shall include the installation of advance signing displaying the anticipated delay time. The signing of the detour route shall be approved by the Engineer prior to installation of the detour and closure of the road.

The Contractor shall provide for one lane of travel in each direction at all times unless approved by the Engineer. When two-way traffic is restricted to one lane in each direction, and when applying paving past intersecting roads, traffic shall be controlled as required by the "California Manual on Uniform Traffic Control Devices", CA-MUTCD. A pilot car and driver will be required at various locations if control by flaggers and/or control devices proves deficient in the opinion of the Engineer. In no case shall the Contractor provide less than one (1) lane of travel in each direction through the construction zone including cross-streets.

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

TEMPORARY GUIDE MARKERS

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

Temporary guide markers shall be placed adjacent to the edge of all vertical lips or excavations that exceed 3/4 inches. If the temporary guide markers are damaged, or are not in an up-right position, from any cause, said markers should immediately be replaced or restored to their original locations, in an upright position by the Contractor.

PORTABLE DELINEATORS

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

Two 4-inch nominal width reflective bands shall be mounted a minimum of 1 $\frac{1}{2}$ inches apart and at a height on the post so that one reflective band will be between 2.5 feet and 3 feet above the roadway surface.

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

Dry Reflective Value

Angle of Incidence	_4°	5°_	<u>30°</u>
White	250	165	50
Yellow	10	110	50

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

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

FLUORESCENT TRAFFIC CONES

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

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

STRIPING

Temporary striping and marking which has no further use shall be removed by wet sandblasting, and all sand used in sandblasting shall be removed without delay as the sandblasting operation progresses.

RESTRICTIONS ON CLOSURE OF STREETS AND TRAFFIC LANES

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

The Contractor shall construct temporary A.C. ramps or equal to provide safe and drivable access to residents and business properties daily.

The Contractor shall coordinate all shipments and deliveries to businesses. If steel plates are required, they shall be provided by the Contractor at no additional cost to the City.

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

No additional amounts shall be paid for erosion control, erosion damage clean-up, and

removal of debris from the project site, NPDES requirements, or removal of soil deposited on public streets by construction traffic.

Payment for Traffic Control shall be included in the Lump Sum (LS) Price bid and shall be considered full compensation for providing and maintaining safe traffic control including all temporary signs, striping and delineation, preparing and providing traffic control plan during the project, obtaining all approvals and permits, as required, from all related agencies, including, but not limited to, public agencies and the City of Bell Gardens; and complying with the requirements specified in those licenses and permits, coordination, field office facility; and incidentals necessary to perform all related items of work.

Bid Item No. 2 – Re-stripe Existing Bike Lane Sharrow

Traffic Signing, Striping, and Markings as shown on Contract Drawings shall conform to the Standard Specifications of the State of California (latest edition), Department of Transportation, Sections No. 81, 82 and 84 (CALTRANS) and also as modified below.

Paint: PTWB-01R2 (WHITE), or TT-P-1952F (GREEN)

- Bike Sharrows (Underlay Paint): Green Color
- Bike Sharrows (Overlay Markings/Symbols): White Color

Bicycle striping shall include two (2) coats, with the 2nd coat following once the 1st coat is dry. For existing striping or markings located within the path of the proposed bicycle striping, Contractor shall remove existing conflicting striping by wet sandblasting. Raised dots and markings shall be removed by grinding. Prior to removal work, Contractor shall video or photograph all existing markings, painting, and pavement devices. The Contractor shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the City of Huntington Park.

MEASUREMENT

Bike Lane Sharrow Striping shall include all labor, material, and equipment required for bicycle striping as specified herein. Contractor shall apply bicycle striping (painting) to the locations shown on the plans. Painting and shall include a primer coat, and a finish coat. Where there is existing interfering marking, Contractor shall remove the existing interfering markings prior to primer coat. All work shall conform to these Specifications and shall be completed to the satisfaction of the City.

PAYMENT

This/These TRAFFIC CONTROL Item(s) will be compensated at the unit per each named in the Bid Schedule. Progress payments for this bid item shall be paid for in accordance with the completion percentage of the project, to the satisfaction of the City.

Mobilization and Demobilization (NOT A BID ITEM)

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and

incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all nonworking days during construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

Compensation for mobilization shall be included in the other items of work and no additional compensation will be allowed.

All Other Items of Work (NOT A BID ITEM)

Compensation for all other items of works that are not identified shall be included in the other items of work and no additional compensation will be allowed.

APPENDIX "A"

CONTRACT DRAWING



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CITYWIDE BIKE LANE SHARROW RE-STRIPING PROJECT



APPENDIX "B"

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) CONTRACTOR REGISTRATION NUMBER FORM

Department of Industrial Relations (DIR) Contractor Registration Number

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: http://www.dir.ca.gov/Public-Works/PublicWorks.html.

Per this requirement, provide the following information:				
Contractor Name	-			
Contractor Department of Industrial Relations Registration Number:	_			
Expiration Date of Registration Number	-			

*(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID) *

APPENDIX "C"

STANDARD PLAN

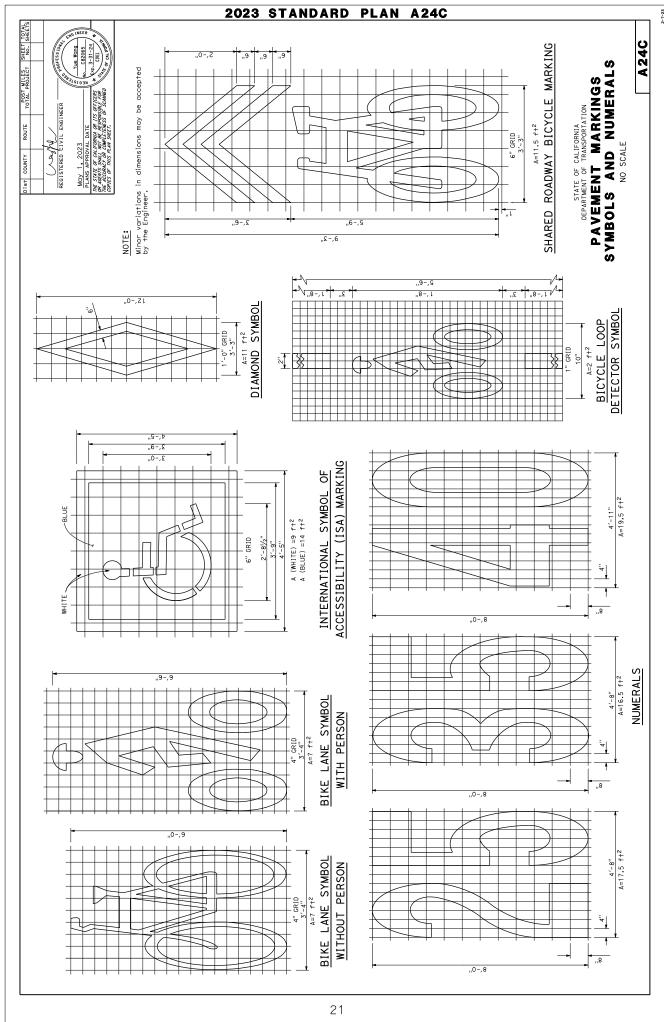
LIST OF STANDARD PLAN

CALTRANS Std. Plan No.

Description

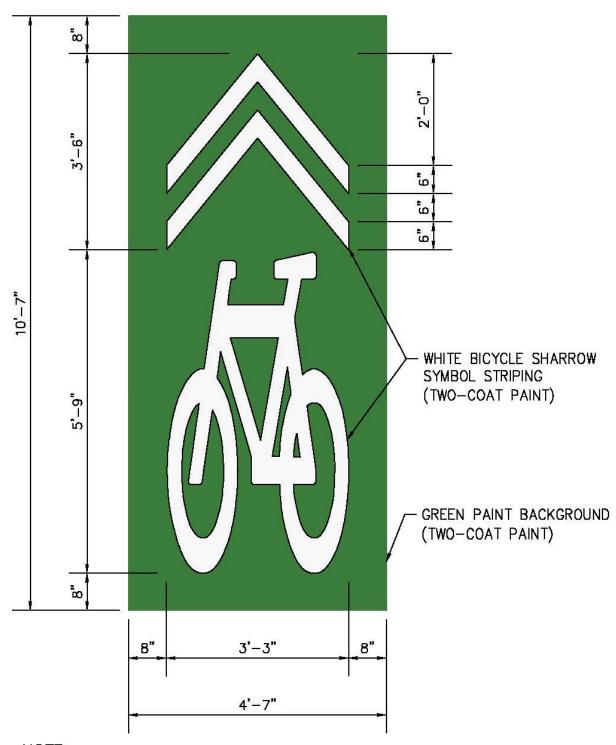
A24C

Pavement Markings Symbols and Numerals



APPENDIX "D"

BICYCLE SHARROW (SHARED ROADWAY) MARKING DETAIL



NOTE: WHITE "SHARROW" BICYCLE PER CALTRANS STANDARD A24C WITH SOLID GREEN BACKGROUND PAINT.