



**CITY OF HERMOSA BEACH CONTRACT  
DOCUMENTS AND SPECIFICATIONS FOR**

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT**

**602732-25**

**Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2**

**CIP NO. 626**

## City of Hermosa Beach

### NOTICE INVITING BIDS

Notice is hereby given that the City of Hermosa Beach will receive electronic bids until **3PM on Thursday, February 12, 2026**, at which time the electronic bids will be publicly opened at the City Council Chambers at 1315 Valley Drive, Hermosa Beach, CA 90254 and posted on Planet Bids for **CIP No. 626, CDBG Project 602732-25, Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2.**

The project includes, but is not limited to, removal and replacement of sidewalks and removal and installation of ADA curb ramps at multiple locations within the City of Hermosa Beach.

The engineer's cost estimate for the project is \$151,000. License requirement is a valid **State of California Contractors License Class "A"**.

The duration of the project is **25 working days**. All bids must be submitted electronically on Planet Bids Portal, accessible through the City's webpage at <https://www.hermosabeach.gov/our-government/city-clerk/bids-and-proposals> where you must first register as a vendor through our Planet Bids Portal. Contract Documents, plans, and specifications will be available for review on Planet Bids. All relevant materials shall be obtained from the link above.

**This is a Federally-assisted construction contract. Federal Labor Standards Provisions including prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. In the event of a conflict between Federal and State prevailing wage rates, the higher of the two will prevail. The contractor's duty to pay State prevailing wages can be found under Labor Code, Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment. The Prime Contractor shall be responsible for complying and ensuring compliance with the Federal Labor Standards Provisions by all sub-contractors.**

**Pursuant to Labor Code section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project submitted unless registered with the Department of Industrial Relations. Ready-mix haulers and companies that deliver ready-mixed concrete for public works projects are considered subcontractors under Labor Code section 1722.1. Furthermore, all bidders are hereby notified that no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations.**

Prior to contract award, the contractor's status and eligibility will be checked and verified with the California Department of Industrial Relations at <http://www.cslb.ca.gov> at: <https://efiling.dir.ca.gov>, <http://www.dir.ca.gov/dlse/debar.html> and, excluding parties list at the federal System for Award Management (SAM) website <https://www.sam.gov>.

The Bid must include completed and signed federal labor compliance forms found in **VI. SPECIAL PROVISIONS, APPENDIX D – FEDERAL LABOR STANDARDS COMPLIANCE FORMS AND INSTRUCTIONS.**

Each proposal must be accompanied by a cash deposit, a certified or cashier's check, or a

Bidder's bond, made payable to the City of Hermosa Beach, in an amount not less than 10 percent of the total bid submitted.

The successful Bidder will be required to furnish a faithful performance bond in the amount of 100 percent of the Contract price, a payment bond in the amount of 100 percent of the Contract price, and a warranty bond all in the attached form satisfactory to the City Attorney. The successful Bidder will also be required to pay the State of California prevailing wage scale as determined by the Department of Industrial Relations, available at <http://www.dir.ca.gov/dlse/dlsePublicWorks.html>.

The Contractor must be registered with the Department of Industrial Relations at the time of bid. Contractor's registration information is available at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received. The award, if made, will be made to the lowest responsive and responsible Bidder.

Please submit any questions related to this bid on Planet Bids portal no later than **3 PM on Wednesday, February 4, 2026.**

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Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2  
CIP NO. 626**

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**City of Hermosa Beach**

**CDBG Project 602732-25**

**Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2**

**CIP NO. 626**

**I. PROJECT DESCRIPTION AND UNDERSTANDING**

This project is funded in whole or in part with Community Development Block Grant (CDBG) funds provide by the U.S. Department of Housing and Urban Development (HUD). Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wage rates, the higher of the two will prevail.

All Bidders are hereby noticed that new Los Angeles County insurance requirements must now be met prior to the award of a construction contract. Please see Exhibit D for the specific insurance requirements.

The scope of the work is to reconstruct curb ramps and sidewalks along Monterey Blvd. To ensure pedestrian safety and uninterrupted flow through the work area, pedestrian and vehicular traffic control measures are required, including signage and protective barriers.

All sidewalks and access ramps must be replaced within 72 hours of removal and completed before Friday to ensure they are open to the public for the weekend.

## II. NOTICE TO BIDDERS

**Prospective Bidder:** To be considered as a responsive Bidder you must register on Planet Bids portal through the city's website at <https://www.hermosabeach.gov/our-government/city-clerk/bids-and-proposals> .

**Pre-bid Meeting:** pre-bid meeting will be held for this project. However, each prospective Bidder shall familiarize itself with the plans and work site(s) to satisfy itself that it has the abilities and resources to complete the work.

**Bid Documents:** Bid Documents, including but not limited to specifications and proposal forms, will be available for download on Planet Bids Portal, accessible through the webpage at: <https://pbsystem.planetbids.com/portal/51313/bo/bo-search>.

To the extent required by Section 20103.7 of the Public Contract Code, upon request from a Contractor plan room service, the City shall provide an electronic copy of the Contract Documents at no charge to the Contractor plan room.

It is the responsibility of each prospective Bidder to download and print all bid documents for review and to verify the completeness of Bid Documents before submitting a bid. The City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading, or printing of the Bid Documents.

**Questions:** All questions regarding this bid shall be submitted through Planet Bids no later than **February 4, 2026 at 3P.M.** Proposers shall not contact City personnel or Elected Officials with any questions or clarifications concerning this Invitation for Bids other than through Planet Bids. Any City response for this Bid that is not posted through Planet Bids is unauthorized and will be considered invalid.

**Submittal of Bids:** Electronic bids shall be submitted through Planet Bids until **February 12, 2026 at 3P.M.** at which time they will be publicly opened and read in the City Council Chambers at 1315 Valley Drive, Hermosa Beach, CA. All bids shall be valid for a period of 90 calendar days after the bid opening date.

**Bidder's Guarantee:** Each bid must be accompanied by cash or a certified check or a cashier's check or Bidder's bond made payable to the City of Hermosa Beach for an amount equal to at least ten percent (10%) of the bid price. In accordance with Public Contract Code Section 20170, the Bidder's Bond shall be issued by a surety company admitted to do business in the State of California. Further, in accordance with Public Contract Code Section 20172, such guarantee shall be forfeited should the Bidder to whom the Contract is awarded fail to enter into the Contract within the specified time.

**Payment, Performance Bonds:** The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond, each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein and shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

**Substitution of Securities:** Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by the City to ensure its performance under the Contract.

**Contractor License:** In accordance with provisions of Section 3300 of the California Public Contract Code, City of Hermosa Beach has determined that the **Contractor shall possess a valid “A” California Contractor’s License**. Failure to possess such license may render the bid as non-responsive and bar the award of the Contract to that non-responsive Bidder.

**Prevailing Wages:** Pursuant to Labor Code Section 1773, the Contractor shall pay the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Los Angeles County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this Contract. A copy of these prevailing wage rates may be obtained by visiting: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

In addition, a copy of the prevailing rate of per diem wages will be made available at the City’s Public Works Department upon request. The successful Bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory for the Bidder to whom the Contract is awarded, and for any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor, and debarment of Contractors and subcontractors.

**Contractor’s Registration with the Department of Industrial Relations (DIR):** The Bidder’s attention is directed to Labor Code Section 1725.5, which provides that a Contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any Contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. No Bid will be accepted, nor any Contract entered into without proof of the Contractor’s and subcontractors’ current registration with the DIR to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the Project.

**Compliance Monitoring and Enforcement:** Contractor’s performance of the Work described in the Notice Inviting Bids is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In bidding on this Project, it shall be the Bidder’s sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this Contract and applicable law in its Bid.

**Award of Contract:** The City shall award the Contract for the Project to the lowest responsive, responsible Bidder as determined by the City from the total base bid. City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

### III. INSTRUCTION TO BIDDERS

**Form of Proposal:** The proposal shall be fully executed and submitted on the forms provided by the City. Proposal forms can be obtained from Planet Bids.

**Signatures:** All places where signatures are required must be fully executed.

**Proposal:** Documents which shall be signed and returned to the City with the Bid Proposal are:

- A. Proposal
- B. Bid Schedule
- C. Bid Bond
- D. Bidder's Assurance
- E. Bidder's Declaration
- F. Certificate of Non-Discrimination by Contractors
- G. Certification of Principal
- H. Declaration of Eligibility to Contract
- I. Non-Collusion Declaration
- J. References for Work
- K. SubContractor List
- L. Iran Contracting Act Certification
- M. Public Works Contractor Registration Certification
- N. Fleet Compliance Certification Form
- O. Addenda (if applicable)

**Contract:** Documents which shall be signed and returned to the City by the successful Bidder within 10 days of notification of intent to award Contract:

- A. Contract Agreement
- B. Agreement of Indemnification and Hold Harmless and Waiver of Subrogation and Contribution
- C. Equals
- D. Faithful Performance Bond
- E. Payment Bond (Labor and Materials)
- F. Guarantee to the City of Hermosa Beach
- G. General Comprehensive Liability Additional Insured Endorsement
- H. Automobile Liability Additional Insured Endorsement
- I. Instructions for Completing, Executing, and Submitting Evidence of Insurance to the Owner
- J. Worker's Compensation Insurance Certificate
- K. Supplemental Information to be Completed by Principal
- L. W-9 Form
- M. Copy of City Business License
- N. Pollution Liability Insurance Additional Insured Endorsement

**Delivery of Proposal:** Each Bid prepared by Bidder shall be completed in itself and shall be submitted electronically through Planet Bids.

**Prevailing Wage:** In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wages which is the minimum amount which shall be paid to all workers employed to perform the work. A copy of the determination is on file in the office of the City Clerk and is hereby incorporated herein and made a part hereof as though fully set forth herein.

A copy of the determination will be made available to any interested person upon request and shall be posted at the job site.

**Overtime:** As per Labor Code Section 1810 et seq., eight (8) hours is the legal working day. The Contractor shall pay overtime for each worker who works in excess of the legal working day.

**Payment:** Refer to the Contract Agreement for payment information. Contractor shall submit progress payment requests on City approved form.

**Required Bonds:** Prior to the execution of the Contract, the successful Bidder shall file with the City surety bonds in the amounts and for the purposes noted below. The surety insurer shall be a California admitted surety insurer, as defined in Code of Civil Procedure section 995.120. Contractor shall pay all premiums and costs thereof and incidental thereto.

Per Civil Code section 3247, a Payment Bond is required if the Contract is for more than \$25,000.

The successful Bidder shall give three (3) surety bonds with good and sufficient sureties:

"Payment Bond – Labor and Materials" shall be so conditioned as to insure to the benefit of persons furnishing materials for or performing labor upon the work. Bond to be in the sum of not less than 100% of the Contract price to assure the claims of materialmen supplying materials to Contractor, and for payment to laborers and subcontractors employed on the project.

"Faithful Performance Bond" in the sum of not less than 100% of the Contract price to assure the faithful performance of the Contract; shall be conditioned as to assure the faithful performance by the Contractor of all work under said Contract, in a manner that is satisfactory and acceptable to the City; that all materials and workmanship supplied by him will be free from original or developed defects; and that should original or developed defects or failures appear, the Contractor shall, at his own expense, make good such defects and failures and make all replacements and adjustments required, within a reasonable time after being notified by the City to do so, and to the satisfaction of the City.

**Rejection of Proposals:** The City reserves the right to reject any and all proposals and to waive any minor or technical discrepancies or irregularities. Proposals may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

**Agents:** When proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign Contracts on its behalf or a member of a partnership, a "Power of Attorney" must be on file with the City prior to opening bids or shall be submitted with the proposal; otherwise, the proposal will be rejected as irregular and unauthorized.

**Withdrawal of Proposals:** Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids only by written request for the withdrawal of the bid filed with the City Engineer. The request shall be executed by the Bidder or their duly authorized

representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid. Bids are opened exactly at the time fixed in the public notice for opening bids. A bid will not be received after that time, nor may any bid be withdrawn after that time. No Bidder may withdraw his bid within ninety (90) days after the actual date of the opening thereof.

**Insurance:** Without limiting Contractor's indemnification, Contractor shall maintain in force at all times during the performance of this agreement the insurance provisions set out in the Contract Agreement.

**City Business License and Permits:** The successful Bidder shall obtain a valid City of Hermosa Beach Business License prior to commencing work under this Contract.

The successful Bidder will be required to obtain City Right of Way Permit to work in public right-of-way, issued at no fee for the project.

**Increased or Decreased Quantities:** The City reserves the right to increase, or decrease, or to entirely eliminate items or portions of items from work if found desirable or expedient.

**Approximate Estimate:** The quantities in the Bid Schedule are approximate only, being given as a basis for the comparison of bids. The City does not, expressly or by implication, agree that the actual amount of work will correspond therewith. The Contractor shall verify in the field the accuracy of the estimated quantities.

**Examination of Plans, Specifications, Contract, and Site of Work:** The Bidder shall examine carefully the site of the work contemplated, the Plans and Specifications, and the proposal and Contract forms therefor. The submission of a bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the proposal, Plans, Specifications, and the Contract.

Where the City may have made investigations of subsurface conditions in areas where work is to be performed under the Contract, such investigations are made only for the purpose of study and design. Where such investigations have been made, Bidders or Contractors may, upon written request, inspect the records of the City as to such investigations subject to and upon the conditions hereinafter set forth. Such inspection of records may be made at the office of the City Engineer.

The records of such investigations are not a part of the Contract and are shown solely for the convenience of the Bidder or Contractor. It is expressly understood and agreed that the City assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretations set forth therein or made by the City in its use thereof and there is no warranty or guaranty, either expressed or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked for developments may not occur, or that materials other than, or in proportions different than these indicated, may not be encountered.

Bidders shall satisfy themselves by personal examination of the locations of the proposed work, and by such other means as they may choose as to actual conditions and requirements and as to the accuracy of the quantities stated in the Proposal forms. Information derived from the maps, plans, specifications, profiles, or drawings, or from the Engineer or his assistants (or the

Architects or their assistants), shall not relieve the Bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not guaranteed nor is any liability assumed by the City.

If a prospective Bidder is in doubt as to the true meaning or intent of any part of the Contract Documents including the Specifications, or discovers discrepancies in, or omissions from, the Specifications or Drawings, they may submit to the Engineer a written request for an interpretation or a correction thereof via Planet Bids. Interpretations or corrections of the Contract Documents including the Specifications and Drawings, shall be made only by addendum duly issued by the Engineer, and a copy of such addendum will be uploaded on Planet Bids and such addendum shall be considered a part of and incorporated in the Contract Documents.

**Relief of Bidders:** If the Bidder claims a mistake was made in their bid, the Bidder shall give the City written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

**Disqualification of Bidders:** More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation, or combination thereof is interested in more than one proposal for the work contemplated may cause the rejection of all proposals in which such individual, firm, partnership, corporation, or combination thereof is interested. If there is reason for believing that collusion exists among the Bidders, any or all proposals may be rejected. Proposals in which the prices obviously are unbalanced due to mathematical errors may be rejected.

**Award of Contract:** The award of the Contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all of the requirements prescribed. Such award, if made, will normally be made within in ninety (90) calendar days of the opening of the proposals.

If the lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the second lowest responsible Bidder. If the second lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible Bidder.

**Execution of Contract:** The Contract shall be signed by the successful Bidder and returned, together with the Contract bonds, insurance endorsements and certificates, and all other required documents within ten (10) business days after the Bidder has received notice of intent to award.

**Failure to Execute Contract:** Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds as provided herein within ten (10) business days after such Bidder has received notice that the Contract has been awarded to them shall be just cause for the forfeiture of the proposal guaranty. The successful Bidder may file with the City Engineer a written notice, signed by the Bidder, or his authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to him. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds within the time herein above prescribed.

**Return of Proposal Guaranties:** Within ten (10) business days after the award of the Contract to the lowest responsible Bidder, the City will return the proposal guaranties, other than Bidder's

bonds, accompanying such of the proposals as are not to be further considered in making the award. Retained proposal guaranties will be held until the Contract has been finally executed, after which all proposal guaranties, except Bidder's bonds and any guaranties which have been forfeited, will be returned to the respective Bidders whose proposals they accompany.

**Qualifications of Bidders:** Each Bidder shall be skilled and regularly engaged in the general class or type of work called for under the Contract. A statement setting forth their experience shall be submitted by each Bidder on the References of Work form provided herein.

Each Bidder shall possess valid active Contractor's License issued by the Contractor's State License Board at the time their bid is submitted. The class of license shall be applicable to the work specified in the Contract. Each Bidder shall also have no less than five (5) years' experience in the magnitude and the character of the work bid.

Pursuant to section 1103 of the Public Contract Code, City staff has determined that the following non-exhaustive experience is reasonably necessary to satisfactorily perform the public works Contract:

The Contractor shall have a minimum of three (3) projects of similar type of construction and magnitude with other public agencies within the past five (5) years.

The Contractor shall have been in the business under the same name and California Contractor's License for a minimum of five (5) continuous years prior to the bid opening date for this project. The license used to satisfy this requirement shall be of the same type as that required by the Contract.

The Contractor shall perform above 50% of the Contract with its own forces.

Bidders must be thoroughly competent and capable of satisfactorily performing the work covered by the proposal. They shall have had project experience similar to the project scope of work. When requested, they shall furnish such statements relative to previous experience on similar work, the plan or procedure proposed, and the organization, machinery, plant, and other equipment available for the contemplated work, and the financial condition and resources of the Bidder, as may be deemed necessary by the City Engineer in determining such competence and capability.

The City of Hermosa Beach will not enter into a Contract with any Bidder who is not properly licensed to do the work of this Contract under the provisions of Section 7000 et seq., of the Business and Professions Code, unless particularly exempted by the terms thereof. A bid by a Contractor who is not properly licensed shall be considered non-responsive and will be rejected. The Contractor must hold all sub-Contractors to these same Contract requirements.

The sheet for Bidder's signature in the Bid Proposal shall clearly show the Contractor's name, address, telephone number, State of California Contractor's license number, classification, and date of expiration.

**Completeness of Bids:** Bids are required for the entire work. The amount of the bid for comparison purposes will be the total bid price of all items. The Bidder shall set forth the bid price for each item in the respective spaces provided for these purposes.

In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case where the unit price is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- a) As to lump sum items, the amount set forth in the "Total" column shall be the unit price.
- b) As to unit price items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

The City may waive technical or non-substantive inconsistencies in any bid.

**Non-discrimination:** Pursuant to the provisions of 31 CFR, Part 51, Section 51.55, the Revenue Sharing Act, notice is hereby given of the following policy, effective immediately:

The City of Hermosa Beach does not discriminate on the basis of handicapped status in admission or access to, or treatment of, or employment in, its programs and activities. The office that will coordinate compliance is that of Human Resources.

**Workers' Compensation Insurance:** Before execution of this Agreement by the City, the Contractor shall file with the City's Risk Manager the following signed certification:

"I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability for Workers' Compensation or to undertake self-insurance before commencing any of the work."

The Contractor shall also comply with Section 3700 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City's Risk Manager reflecting such insurance before this Agreement becomes effective. Contractor shall fully indemnify and hold harmless City, its attorneys, agents, officers, and employees for any claims in law or equity occasioned by the failure of Contractor to comply with the terms of this section. Every Workers' Compensation Insurance policy required hereunder, shall bear an endorsement, or shall have attached a rider, providing that in the event of expiration or proposed cancellation of such policy for any reason whatsoever, the City's Risk Manager shall be notified of such action by registered mail, postage prepaid, return receipt requested, at least 30 days before such expiration or cancellation becomes effective.

**Indemnification:** Bidders are instructed to refer to the Contract Agreement.

**Subcontractors:** Bidders must list the name, address of the place of business, Contractor license number, and DIR registration number for each subcontractor to be responsible for more than 1/2 of 1% of the total bid, and the portion of the job for which that subcontractor is responsible. Only one subcontractor may be listed for each portion of the job.

**Unfair Business Practices Claims:** In entering into a public works Contract or a subcontract to supply goods, services, or materials pursuant to a public works Contract, the Contractor or sub-Contractor 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 renders final payment to the Contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.)

**Bidder Registration Requirement:** Pursuant to Labor Code sections 1725.5 and 1771.1, all Contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations (DIR). No bid will be accepted, nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the DIR to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the Project. To this end, Bidder shall sign and submit with its bid proposal the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Subcontractors List form.

**Claim Procedures:** Bidders are instructed to refer to the Contract Documents, including by way of illustration and not by limitation the Contract Agreement.

**Protest Procedures:** Bidders may file a "protest" of a bid proposal with the City's City Manager. In order for a Bidder's protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific City staff determination or recommendation being protested;
- D. Specify in detail the grounds for protest and the facts supporting the protest;
- E. Include all relevant supporting documentation with the protest at time of filing; and
- F. Be transmitted concurrently to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

If the protest does not comply with each of these requirements, the City may reject the protest with or without further review.

If the protest is timely and complies with the above requirements, the City Manager, or other designated City staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information, and will provide a written decision to the protestor.

The City Manager or designee shall have up to ten calendar days to decide whether to approve or reject the protest. The written decision of the City Manager or designee on the protest shall be served upon the protesting Bidder and any Bidder subject to the protest within fourteen (14)

calendar days of receipt of the bid protest. The City Manager or designee may extend the ten (10) calendar days if necessary, to review additional information requested from any Bidder.

If the protester wishes to further contest the protest, it shall appeal this decision to the Acting Pursuant to Authority Delegated by the City Council by filing a statement of appeal with the City Clerk within five (5) days of the issuance of the City Manager's decision. Said statement of appeal shall include all information required of the original bid protest, as well as a short and plain statement setting forth why the protester disputes the City Manager's decision and the legal and factual basis for such dispute. Any person or entity may present a formal protest to the City with respect to solicitations being conducted by staff.

A Bidder whose bid has been protested by another Bidder may submit to the City Manager a written response to the protest by email or by personal delivery or overnight mail to City Hall, 1315 Valley Drive, Hermosa Beach, California 90254, so that it is received by the City no later than seven calendar days after the protest has been served by the protesting Bidder.

### 1. Definitions

- a. "Bidder" means any person or firm providing a timely, written response to the City solicitation.
- b. "Bid Protest" means any protest with regard to the response submitted by another Bidder.
- c. "Response" means the written response to the City solicitation provided by a person or firm.
- d. "Solicitation Protest" means a statement of protest, dispute, challenge, disagreement, disapproval or other objection regarding documents, determinations or actions taken or contemplated by the City with respect to a solicitation.
- e. "Solicitation" means the document by which the City identifies goods, equipment, services, or public construction projects for which it seeks a response.

### 2. Format – The protest must be in writing and include the following information at a minimum:

- a. The name, address, and phone number of the protester, or the authorized representative of the protester;
- b. The signature of the protester or authorized representative of the protester;
- c. The project number and title under which the protest is submitted;
- d. A detailed description of the legal and/or factual grounds for the protest and all supporting documentation. For protests containing elements not based on publicly released information the protest must contain documentation clearly showing the date on which the protester received the information; and
- e. The form of relief requested.

### 3. State or Federal Funding

If the subject matter of the solicitation or project is receiving any state or federal funds which requires a protest procedure different than the procedures stated above, then that protest procedure shall control.

In the event there is any lawsuit filed against the City relating to any federally funded project, the City will provide prompt notice of that lawsuit to all agencies who participated in the funding of the project.

#### 4. Mandatory Procedure

This administrative procedure and the time limits set forth herein are mandatory. Failure to comply with these mandatory procedures shall constitute a waiver of any right to pursue the bid protest, including filing a Government Code claim or any legal proceedings or actions.

**IV. BID DOCUMENTS**

**A. PROPOSAL**

**CDBG Project 602732-25  
Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2  
CIP NO. 626**

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

TO: City of Hermosa Beach  
Acting Pursuant to Authority Delegated by the City Council  
Hermosa Beach, California, 90254

Ladies and Gentlemen:

The undersigned declares that he/she has carefully examined the location of the proposed work and that he/she has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

**CDBG Project 602732-25  
Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2  
CIP NO. 626**

In accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction 2021, Unified Building Code for Construction (current edition) (except Sections 1-9), and the requirements of the Engineer under said documents, for the prices shown herein.

**The Contractor also certifies that he/she is registered with the Department of Industrial Relations.**

**All work shall be completed within 25 days from the date the Notice to Proceed is issued by the Engineer.**

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
PWCR Registration Number

**B. BID SCHEDULE**

**CDBG Project 602732-25  
Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2  
CIP NO. 626**

<b>Item No.</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Description of Work</b>	<b>Payment Reference</b>	<b>Unit Price</b>	<b>Total</b>
<b>1</b>	1	LS	Mobilization and Demobilization (5% max. of total bid schedule cost)	7-3.4	-	\$
<b>2</b>	1	LS	Traffic Control	601-3.5.2 601-7	-	\$
<b>3</b>	419	SF	Remove Existing Sidewalk	303-5.9	\$	\$
<b>4</b>	11	EA	Remove Existing Curb Ramp	303-5.9	\$	\$
<b>5</b>	419	SF	Construct PCC Sidewalk	303-5.9	\$	\$
<b>6</b>	1	EA	Construct ADA Compliant PCC Curb Ramp per SPPWC STD Plan 111-5, Case A, Type 3	303-5.9	\$	\$
<b>7</b>	3	EA	Construct ADA Compliant PCC Curb Ramp per SPPWC STD Plan 111-5, Case A, Type 4	303-5.9		
<b>8</b>	4	EA	Construct ADA Compliant PCC Curb Ramp per SPPWC STD Plan 111-5, Case A, Type 6	303-5.9	\$	\$
<b>9</b>	3	EA	Construct ADA Compliant PCC Curb Ramp per SPPWC STD Plan 111-5, Case B, Type 2	303-5.9	\$	\$

(Total Bid in Figures) \_\_\_\_\_

(Total Bid in Words) \_\_\_\_\_

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

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be

considered to represent the Bidder's intention and all totals will be corrected to conform thereto. Attached hereto is cash, a certified check, a cashier's check, or a Bidder's bond in the amount of

\_\_\_\_\_ Dollars, said amount being not less than ten (10) percent of the amount bid. It is agreed a portion equal to the difference between the low bid and second low bid shall be retained as liquidated damages by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

Contractor Signature: \_\_\_\_\_

PW Registration #:

State License #: \_\_\_\_\_

Contractor Company Name: \_\_\_\_\_

**C. BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, \_\_\_\_\_, (hereinafter referred to as "Contractor") intends to submit a bid to the City of Hermosa Beach, California, a Municipal Corporation, for the performance of certain work as required in the City of Hermosa Beach **CDBG Project 602732-25 Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2 CIP NO. 626** said work being: **CDBG Project 602732-25 Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2 CIP NO. 626** as shown in this specification, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_, duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of Hermosa Beach, as Obligee, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith Contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of Hermosa Beach in successfully enforcing said obligation.

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

\_\_\_\_\_  
Principal  
By \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Surety

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

Title

# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- .. Individual
- .. Corporate Officer

- |                         |            |
|-------------------------|------------|
| _____                   | Title(s)   |
| .. Partner(s)           | .. Limited |
|                         | .. General |
| .. Attorney-In-Fact     |            |
| .. Trustee(s)           |            |
| .. Guardian/Conservator |            |
| .. Other:               |            |

- |       |                           |
|-------|---------------------------|
| _____ | Title or Type of Document |
| _____ | Number of Pages           |
| _____ | Date of Document          |

Signer is representing:  
Name Of Person(s) Or Entity(ies)

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

\_\_\_\_\_  
Signer(s) Other Than Named Above

**D. BIDDER'S ASSURANCE**

**CDBG Project 602732-25  
Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2  
CIP NO. 626**

FROM:

Name of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

TO:

Acting Pursuant to Authority Delegated by the City Council  
c/o City Hall  
City of Hermosa Beach, California

Acting Pursuant to Authority Delegated by the City Council :

Pursuant to your published Notice Inviting Bids for: **CDBG Project 602732-25 Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2 CIP NO. 626**

The undersigned declares that he/she has carefully examined the location of the proposed work; that he/she has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders and hereby proposes to furnish all materials, machinery, tools, labor, and services and do all the work necessary to complete the project in accordance with said Plans and Specifications and other Contract Documents at the item prices on the bidding schedule.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **E. BIDDER'S DECLARATION**

### **CDBG Project 602732-25 Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2 CIP NO. 626**

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, Warranty Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.
2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.
4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding.
6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the Owner after evaluation of the bids as submitted. The undersigned agrees that the Owner shall recover or retain as liquidated damages an amount equal to the difference between the low bid and amount of the bid of the Bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest Bidder in accordance with the provisions of the Public Contract Code section 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.
7. This bid will not be withdrawn within a period of ninety (90) days after the date of its proper opening by the City.

8. The undersigned Bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

\_\_\_\_\_  
Contractor's Business Name

\_\_\_\_\_  
Contractor Signature      Title

\_\_\_\_\_  
Business Address: Street

\_\_\_\_\_  
By                                  Title

\_\_\_\_\_  
City                          State                          Zip

\_\_\_\_\_  
Contractor's License No. and Classification

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name                                  Title

\_\_\_\_\_  
Residence: Street

\_\_\_\_\_  
City                          State                          Zip

\_\_\_\_\_  
Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the Bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

**F. CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS**

**CDBG Project 602732-25  
Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2  
CIP NO. 626**

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM \_\_\_\_\_

TITLE OF PERSON SIGNING \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

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

**G. CERTIFICATION OF PRINCIPAL**

**CDBG Project 602732-25  
Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2  
CIP NO. 626**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract. (Section 1861, Labor Code.)

Signature: \_\_\_\_\_

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

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

Name of Company: \_\_\_\_\_

**H. DECLARATION OF ELIGIBILITY TO CONTRACT**  
**[Labor Code Section 1777.1; Public Contract Code Section 6109]**

**CDBG Project 602732-25**  
**Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2**  
**CIP NO. 626**

The undersigned, a duly authorized representative of the Contractor, certifies and declares that:

1. The undersigned Contractor is aware of Section 1771.1 and 1777.7 of the California Labor Code, which prohibit a Contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned Contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned Contractor is aware of California Public Contract Code Section 6109, which states:

“(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a Contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a Contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code.”

“(b) Any Contract on a public works project entered into between a Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works Contract, and any public money that may have been paid to a debarred subcontractor by a Contractor on the project shall be returned to the awarding body. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”

4. The undersigned Contractor has investigated the eligibility of each and every subcontractor the undersigned Contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_ (place of execution), California.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Name of Company: \_\_\_\_\_

**I. NON-COLLUSION DECLARATION**

**CDBG Project 602732-25  
Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2  
CIP NO. 626**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
ADDRESS OF BIDDER

\_\_\_\_\_  
CITY                      STATE                      ZIP

**J. REFERENCES OF WORK**

**CDBG Project 602732-25  
Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2  
CIP NO. 626**

**Provide names, addresses, phone numbers and email addresses for at least three public agencies for which Bidder has performed similar work within the past five years.**

**All contact information must be current.**

**1.** \_\_\_\_\_

Name and Address of Public Agency

\_\_\_\_\_

Name and Telephone Number of Public Agency's Project Manager

\_\_\_\_\_

\_\_\_\_\_

Name and Detailed Description of Project

\_\_\_\_\_

Original Contract Amount

Original Date of Completion

\_\_\_\_\_

Final Contract Amount

Final Date of Completion

Number of Change Orders \_\_\_\_\_

**2.** \_\_\_\_\_

Name and Address of Public Agency

\_\_\_\_\_

Name and Telephone Number of Public Agency's Project Manager

\_\_\_\_\_

\_\_\_\_\_

Name and Detailed Description of Project

Original Contract Amount	Original Date of Completion
Final Contract Amount	Final Date of Completion
Number of Change Orders _____	

**3.** \_\_\_\_\_

Name and Address of Public Agency

\_\_\_\_\_

Name and Telephone Number of Public Agency's Project Manager

\_\_\_\_\_

\_\_\_\_\_

Name and Detailed Description of Project

Original Contract Amount	Original Date of Completion
Final Contract Amount	Final Date of Completion
Number of Change Orders _____	

**For additional References, please add separate sheets.**

NAME OF BIDDER

SIGNATURE OF BIDDER

DATE\_

**K. SUBCONTRACTORS LIST**

**CDBG Project 602732-25  
 Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2  
 CIP NO. 626**

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each Bidder shall set forth below: (a) the name and location of the place of business, (b) the California Contractor license number, (c) the DIR public works Contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by 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 in an amount in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

**We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.: List all Subcontractors. The subcontractor shall be licensed for the type of work they are performing.**

<b>Sub-Contractors Name:</b>	<b>Address:</b>
<b>Description of Work:</b>	
<b>CSLB Contractor License No.</b>	<b>DIR Registration No.</b>
<b>Phone No.</b>	<b>Dollar Amount of Work &amp; % of Work</b>

<b>Sub-Contractors Name:</b>	<b>Address:</b>
<b>Description of Work:</b>	
<b>CSLB Contractor License No.</b>	<b>DIR Registration No.</b>
<b>Phone No.</b>	<b>Dollar Amount of Work &amp; % of Work</b>

<b>Sub-Contractors Name:</b>	<b>Address:</b>
<b>Description of Work:</b>	
<b>CSLB Contractor License No.</b>	<b>DIR Registration No.</b>
<b>Phone No.</b>	<b>Dollar Amount of Work &amp; % of Work</b>

<b>Sub-Contractors Name:</b>	<b>Address:</b>
<b>Description of Work:</b>	
<b>CSLB Contractor License No.</b>	<b>DIR Registration No.</b>
<b>Phone No.</b>	<b>Dollar Amount of Work &amp; % of Work</b>

<b>Sub-Contractors Name:</b>	<b>Address:</b>
<b>Description of Work:</b>	
<b>CSLB Contractor License No.</b>	<b>DIR Registration No.</b>
<b>Phone No.</b>	<b>Dollar Amount of Work &amp; % of Work</b>

Percent of work to be performed by sub-Contractors: \_\_\_\_\_%  
(Note: 50% of work is required to be performed by general Contractor)  
For additional Sub-Contractors, please add additional sheet(s)

**L. IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code Section 2200 et seq.)**

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

The Contractor is not:

- (1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: \_\_\_\_\_

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

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

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

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

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on Contracts for three years.

## M. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all Contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a Contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Bidder: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

DIR Registration Expiration: \_\_\_\_\_

Small Project Exemption: \_\_\_\_\_ Yes or \_\_\_\_\_ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain current DIR registration for the duration of the project.
2. Bidder shall maintain a current DIR registration for the duration of the project.
3. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its Contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
4. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

<sup>1</sup> If the Project is exempt from the Contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

## N. FLEET COMPLIANCE CERTIFICATION

The California Air Resources Board (“CARB”) implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations (“Regulation”) which are effective on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf>. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 et seq. throughout the term of the Project. Bidders must provide, with their Bid, copies of Bidder’s and all listed subcontractors the most recent, valid Certificate of Reported Compliance (“CRC”) issued by CARB. Failure to provide valid CRCs as required herein may render the Bid non-responsive.

### **INSTRUCTIONS TO BIDDERS**

#### **COMPLIANCE WITH CARB REGULATIONS**

The City is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, a valid Certificate of Reported Compliance (“CRC”) for the Bidder’s and its listed subcontractors fleet (including any applicable leased equipment or vehicles) . Bidder must complete and submit the Fleet Compliance Certification, on the form included in the bid package. Failure to provide a valid CRC for the Bidder’s fleet, and for the fleets of all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the Bid non-responsive.

#### **Fleet Compliance Certification.**

Bidder hereby acknowledges that they have reviewed the California Air Resources Board’s policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the “Regulation”). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder’s fleet, and/or that of their subcontractor(s) (“Fleet”) is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
  
- The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

**V. CONTRACT DOCUMENTS**

**CDBG Project 602732-25  
Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2  
CIP NO. 626**

## A. CONTRACT AGREEMENT

This Construction Agreement (“Agreement”) is made and entered into as of the date executed by the Acting Pursuant to Authority Delegated by the City Council and attested to by the City Clerk, by and between [INSERT CONTRACTOR NAME] (hereinafter referred to as "CONTRACTOR") and the City of Hermosa Beach, California, a municipal corporation (hereinafter referred to as "CITY").

### RECITALS

#### CDBG Project 602732-25 Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2 CIP NO. 626

- A. Pursuant to the Notice Inviting Sealed Bids for CIP NO. 626 CBDG PROJECT 602732-25 MONTEREY BOULVEARD ADA SIDEWALKS AND ACCESS RAMPS, bids were received, publicly opened, and declared on the date specified in the notice; and
- B. On [INSERT DATE], City’s Acting Pursuant to Authority Delegated by the City Council declared CONTRACTOR to be the lowest responsible Bidder and accepted the bid of CONTRACTOR; and
- C. The City Council has authorized the Acting Pursuant to Authority Delegated by the City Council to execute a written Contract with CONTRACTOR for furnishing labor, equipment, and material for the CIP NO. 626 CBDG PROJECT 602732-25 MONTEREY BOULVEARD ADA SIDEWALKS AND ACCESS RAMPS in the City of Hermosa Beach.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

- 1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the CIP NO. 626 CBDG PROJECT 602732-25 MONTEREY BOULVEARD ADA SIDEWALKS AND ACCESS RAMPS the City of Hermosa Beach. The work shall be performed in accordance with the Plans and Specifications dated [INSERT DATE], (the “Specifications”) on file in the office of the City Clerk and in accordance with bid prices set forth in CONTRACTOR’S Bid Proposal and in accordance with the instructions of the City Engineer.
- 2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The Contract documents for the aforesaid project shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Builders General Provisions, Standard Specifications 2021 edition, Special Provisions, Exhibit A and Exhibit B, and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure 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. This Contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the Contract or not.

Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement, the Builders General Provisions and the Standard Specifications, in that order, shall control. Collectively, these Contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal [INSERT VALUE] as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within 25 working days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the Contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the Contract time.
5. LIQUIDATED DAMAGES: In accordance with Government Code section 53069.85, it is agreed that CONTRACTOR will pay to CITY the sum set forth in Exhibit "A" for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, CONTRACTOR agrees CITY may deduct that amount from any money due or that may become due CONTRACTOR under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.
6. SUBSTITUTION OF SECURITIES: Pursuant to section 22300 of the Public Contract Code of the State of California, CONTRACTOR may request CITY to make retention payments directly to an escrow agent or may substitute securities for any money withheld by CITY to ensure performance under the Contract. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with CITY or with a state or federally chartered bank as the escrow agent who shall return such securities to CONTRACTOR upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.
7. PREVAILING WAGES AND CALIFORNIA LABOR LAWS.

Pursuant to Labor Code §§ 1720 *et seq.*, and as specified in 8 California Code of Regulations § 16000 ("Prevailing Wage Laws"), CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements, and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws. CONTRACTOR shall defend, indemnify and hold the CITY, its 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. CONTRACTOR and any subcontractor shall forfeit

a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

When the number of apprentices in training in the area exceeds a ratio of one to five, or

When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

Assignment of an apprentice to any work performed under a public works Contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his Contracts on an annual average of not less than one apprentice to eight journeymen.

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

CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

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

The CONTRACTOR or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

CONTRACTOR and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of CONTRACTOR in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, CONTRACTOR shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such CONTRACTOR must comply with this section. Should noncompliance still be evident after such 10-day period, CONTRACTOR shall, as a penalty to CITY, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A Contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works Contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on CONTRACTOR. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

Any ineligible Contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

By executing this Contract, CONTRACTOR verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

8. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the Contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or 40 hours in any one calendar week in violation of the Labor Code.

9. PUBLIC WORKS CONTRACTOR REGISTRATION: Pursuant to Labor Code sections 1725.5 and 1771.1, all Contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into

a Contract to perform public work must be registered with the Department of Industrial Relations (DIR). No bid will be accepted nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the DIR to perform public work. Notwithstanding the foregoing, the Contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

10. LABOR COMPLIANCE AND STOP ORDERS: This Project is subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against CONTRACTOR or any subcontractor that affect CONTRACTOR's performance of Work, including any delay, shall be CONTRACTOR's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay subject to any applicable liquidated damages and shall not be compensable by the CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.
11. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS: Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any Contract on a public works project entered into between a Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works Contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a Contractor on the Project shall be returned to the CITY. CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.
12. LABOR/EMPLOYMENT SAFETY: CONTRACTOR shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States

CONTRACTOR shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq.*), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. CONTRACTOR shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

CONTRACTOR shall submit the Illness and Injury Prevention Program and a Project site specific safety program to CITY prior to beginning Work at the Project site. CONTRACTOR shall maintain a confined space program that meets or exceeds the CITY Standards. CONTRACTOR shall adhere to CITY's lock out tag out program

13. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence

payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

14. CONTRACTOR'S LIABILITY: The City of Hermosa Beach and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

To the fullest extent permitted by law, CONTRACTOR will indemnify Indemnitees against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of City. In connection therewith:

- a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
- b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.
- c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, to the extent required by Civil Code section 2782, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability

involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the Contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

15. THIRD PARTY CLAIMS. In accordance with Public Contract Code § 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Agreement. As more specifically detailed in the Contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.
16. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this Contract, 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 undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.
17. INSURANCE: CONTRACTOR shall procure and maintain for the duration of the Agreement, and for 1 year thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, employees, or subcontractors.
  - a. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:
    - i. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence.

If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- ii. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
  - iii. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
  - iv. Professional Liability (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$4,000,000 policy aggregate.
  - v. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$4,000,000 policy aggregate.
  - vi. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- b. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the CONTRACTOR shall obtain coverage to reduce or eliminate such self-insured retentions as respects the CITY, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.
- c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
- i. The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the CONTRACTOR. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
  - ii. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
  - iii. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the CITY.

- iv. See Appendix D Exhibit A for additional insurance requirements.
- d. Builder's Risk (Course of Construction) Insurance.
  - i. CONTRACTOR may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the CITY as a loss payee as their interest may appear.
  - ii. If the Project does not involve new or major reconstruction, at the option of the CITY, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery, and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the CITY's site.
- e. Claims Made Policies. If any coverage required is written on a claims-made coverage form:
  - i. The retroactive date must be shown, and this date must be before the execution date of the Contract or the beginning of Contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of Contract work.
  - iii. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract effective, or start of work date, the CONTRACTOR must purchase extended reporting period coverage for a minimum of five (5) years after completion of Contract work.
  - iv. A copy of the claims reporting requirements must be submitted to the CITY for review.
  - v. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.
- f. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the CITY.
- g. Waiver of Subrogation. CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.
- h. Verification of Coverage. CONTRACTOR shall furnish the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language

effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CITY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

- i. Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and CONTRACTOR shall ensure that CITY is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.
- j. Special Risks or Circumstances. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
- k. Supplemental Insurance Requirements. In addition to the requirements of the foregoing, the insurance required by this Agreement shall also meet the following requirements imposed by the Los Angeles County Development Authority (“LACDA”) and the County of Los Angeles (“County”):

**EXHIBIT 1 A - LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA)**

**CITY CONTRACTOR/SUB-CONTRACTOR REQUIREMENTS**

The City shall require in its agreement with its Contractor(s) for activities related to this Agreement, under the Contractor(s) own policies, the Contractor(s) shall name the LACDA and the County of Los Angeles as additional insureds on the Contractor(s) general liability policy and shall include primary and non-contributory coverage and a waiver of subrogation. A waiver of subrogation shall be required for the auto liability and workers compensation policies. The City shall provide the LACDA with each Contractor(s) separate evidence of insurance coverage for activities related to this Agreement or upon request.

The City shall obtain the LACDA's prior review and approval of any Contractor/Sub-Contractor request for modification of the required insurance. The City shall be responsible for verifying that each Contractor/Sub-Contractor complies with the required insurance provisions herein.

**CITY AND/OR CONTRACTOR/SUBCONTRACTOR REQUIREMENTS (CONSTRUCTION):**

<b>A</b>	<p><b>GENERAL LIABILITY:</b> (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the LACDA, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "LACDA and its Agents") as additional insureds with primary and non-contributory coverage and a waiver of subrogation naming the LACDA and the County is required.</p> <p>General Aggregate <span style="float: right;">\$2 Million</span></p> <p>Products/Completed/On-Going Operations Aggregate <span style="float: right;">\$2 Million</span></p> <p>Personal and Advertising Injury <span style="float: right;">\$1 Million</span></p> <p>Each Occurrence <span style="float: right;">\$1 Million</span></p>
<b>B</b>	<p><b>COMMERCIAL AUTOMOBILE INSURANCE:</b> Shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". Shall include a waiver of subrogation in favor of the LACDA.</p> <p>Bodily injury and property damage, in combined or equivalent split limits, for each single accident <span style="float: right;">\$1 Million</span></p>
<b>C</b>	<p><b>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY:</b> As required by the Labor Code of the State of California. Must include a waiver of subrogation in favor of the LACDA. In all cases, insurance shall include employer's liability coverage with limits of not less than indicated.</p> <p>Employers' Liability coverage with limits of not less than <span style="float: right;">\$1 Million</span></p>
<b>D</b>	<p><b>POLLUTION LIABILITY INSURANCE AND/OR ASBESTOS POLLUTION LIABILITY AND/OR ERRORS &amp; OMISSIONS:</b> applicable to the work being performed including coverage for bodily injury, personal injury, death, property damages, and environmental damage. The LACDA and the County shall be covered as additional insureds on the pollution liability insurance policy.</p> <p>Said policy shall include a \$2 million-dollar general aggregate and \$1 million dollars each occurrence limit and shall include but not be limited to coverage for any and all remediation costs, including, but not limited to, Brownfield restoration and clean-up</p>

1. To the extent that this Agreement required insurance in favor of the CITY, such insurance shall also be maintained on no less favorable terms in favor of LACDA and the County, and to the extent that this Agreement requires insurance in favor of the LACDA or the County, such insurance shall also be maintained on no less favorable terms in favor of the CITY.
  
18. COMPLIANCE WITH CARB REGULATIONS:
  - a. Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by California Air Resources Board (“CARB”) including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments (“Regulation”).
  - b. Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor’s and its subcontractors’ fleets including, without limitation, the Certificates of Reported Compliance (“CRCs”), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days’ notice from the City.
  - c. Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.
  
19. ASSIGNMENT: This Contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.
  
20. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent Contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.
  
21. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this Contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the Contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.

22. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Hermosa Beach business license, if required under CITY ordinance.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against Contractors if a complaint regarding a patent act or omission is filed within five (5) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

23. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for five years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.

24. SEVERABILITY. If any portion of these Contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

25. WHOLE AGREEMENT: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this Contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this Contract shall not be valid or binding. Any modifications of this Contract will be effective only if signed by the party to be charged.

26. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's city manager may execute any such amendment on CITY's behalf.

27. NOTICES: All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose. Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF HERMOSA BEACH  
1315 Valley Drive  
Hermosa Beach, CA 90254

Attention: \_\_\_\_\_ Project Manager

CONTRACTOR:

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

Attention: \_\_\_\_\_

28. DISPUTES. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

Claims. For purposes of this Section, “Claim” means a separate demand by CONTRACTOR, after a change order duly requested in accordance with the terms of this Contract has been denied by the CITY, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of CONTRACTOR pursuant to the Contract, or (C) an amount the payment of which is disputed by the CITY. A “Claim” does not include any demand for payment for which CONTRACTOR has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until CONTRACTOR completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and CONTRACTOR’s request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the CITY and shall include on its first page the following in 16 point capital font: “THIS IS A CLAIM.” Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by Contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such Contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

Supporting Documentation. The CONTRACTOR shall submit all claims in the following format:

Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

List of documents relating to claim:

Specifications  
Drawings  
Clarifications (Requests for Information)  
Schedules  
Other

Chronology of events and correspondence

Analysis of claim merit

Analysis of claim cost

Time impact analysis in CPM format

If CONTRACTOR's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, CONTRACTOR shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*

City's Response. Upon receipt of a claim pursuant to this Section, CITY shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide CONTRACTOR a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

If CITY needs approval from its governing body to provide the CONTRACTOR a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, CITY shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide CONTRACTOR a written statement identifying the disputed portion and the undisputed portion.

Within 30 days of receipt of a claim, CITY may request in writing additional documentation supporting the claim or relating to defenses or claims CITY may have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of CITY and the CONTRACTOR.

CITY's written response to the claim, as further documented, shall be submitted to CONTRACTOR within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by CONTRACTOR in producing the additional information or requested documentation, whichever is greater.

Meet and Confer. If the CONTRACTOR disputes CITY's written response, or CITY fails to respond within the time prescribed, the CONTRACTOR may so notify CITY, in writing, either within 15 days of receipt of CITY's response or within 15 days of CITY's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, CITY shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, CITY shall provide the CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after CITY issues its written statement. Any disputed portion of the claim, as identified by CONTRACTOR in writing, shall be submitted to nonbinding mediation, with CITY and CONTRACTOR sharing the associated costs equally. CITY and CONTRACTOR shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing unless the parties agree to select a mediator at a later time.

If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

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

The mediation shall be held no earlier than the date CONTRACTOR completes the Work or the date that CONTRACTOR last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation unless a new unrelated claim arises after mediation is completed.

Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, CONTRACTOR must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time CONTRACTOR submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

Government Code Claims. In addition to any and all Contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the CITY. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite Contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the CITY. A Government Code claim must be filed no earlier than the date the work is completed or the date CONTRACTOR last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

Non-Waiver. CITY's failure to respond to a claim from CONTRACTOR within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. CITY's failure to respond shall not waive CITY's rights to any subsequent procedures for the resolution of disputed claims.

24. NON-DISCRIMINATION: Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.

25. TERMINATION: This Contract may be terminated by CITY at any time, either with or without cause, by giving CONTRACTOR three (3) days advance written notice. In the event of termination by CITY for any reason other than the fault of CONTRACTOR, CITY shall pay CONTRACTOR for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, CITY may terminate the Contract immediately without notice, may reduce payment to CONTRACTOR in the amount necessary to offset CITY's resulting damages, and may pursue any other available recourse against CONTRACTOR. CONTRACTOR may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, CITY may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, CITY may require CONTRACTOR to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by CONTRACTOR in connection with its performance of this Contract.
26. ANTI-TRUST CLAIMS: This provision shall be operative if this Contract Agreement is applicable to California Public Contract Code Section 7103.5. In entering into this Contract Agreement to supply goods, services or materials, Contractor hereby offers and agrees to assign to the Agency 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 Contract Agreement. This assignment shall be made and become effective at the time the Agency tender final payment to Contractor, without further acknowledgment by the Parties.
27. NO THIRD PARTY BENEFICIARY. This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.
28. TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.
29. FORCE MAJEURE. If CONTRACTOR is delayed in the performance or progress of the work by a Force Majeure Event, then the CONTRACTOR shall be entitled to a time extension, as provided in the Contract documents, when the work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be CONTRACTOR's sole and exclusive remedy for such delays and the CONTRACTOR will not receive an adjustment to the Contract price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the Contract documents. A Force Majeure Event shall mean an event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of CONTRACTOR and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect

the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

- 30. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.
- 31. ACCEPTANCE OF FACSIMILE SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.
- 32. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

State of California  
CONTRACTOR'S License No. \_\_\_\_\_

CONTRACTOR

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

\_\_\_\_\_ By: \_\_\_\_\_  
Date TITLE

CITY OF HERMOSA BEACH, CALIFORNIA

\_\_\_\_\_ By: \_\_\_\_\_  
Date ACTING PERSUANT TO AUTHORITY DELEGATED  
BY THE CITY COUNCIL

ATTEST:

\_\_\_\_\_ By: \_\_\_\_\_  
Date CITY CLERK

CONTRACTOR'S Business Phone \_\_\_\_\_

Emergency Phone at which CONTRACTOR can be reached at any time: ( ) \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
Date

**B. AGREEMENT OF INDEMNIFICATION  
AND HOLD HARMLESS AND WAIVER OF SUBROGATION AND CONTRIBUTION**

**CDBG Project 602732-25  
Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2  
CIP NO. 626**

Contract/Agreement/License/Permit No. or description: \_\_\_\_\_

Indemnitor(s) (list all names):

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Hermosa Beach and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced Contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the Contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name \_\_\_\_\_

Name \_\_\_\_\_

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

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

**C. EQUALS**

**CDBG Project 602732-25  
 Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2  
 CIP NO. 626**

The undersigned desires to use the material, product, thing, or service described below, as “an equal” to such item as specified.

In accordance with the provisions under General Conditions, entitled EQUALS, if the City shall find any item so described equal to the respective item specified, then the undersigned may furnish such item, together with all necessary labor, materials, equipment and incidentals required to perform and complete the work.

\_\_\_\_\_  
 Contractor’s Name

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Telephone Number

<b>Materials, apparatus or equipment specified for which Bidder proposes “an equal”</b>		<b>Complete description of the materials, apparatus or equipment the Bidder desires to use as “an equal” and name of Contractor if different</b>
<i>Specify page number</i>		
1.		
2.		
3.		

**D. FAITHFUL PERFORMANCE BOND**

**CDBG Project 602732-25  
Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2  
CIP NO. 626**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Hermosa Beach, (hereinafter referred to as “City”) has awarded to \_\_\_\_\_, (hereinafter referred to as the “Contractor”) an agreement for Contract No. \_\_\_\_\_, (hereinafter referred to as the “Project”).

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as “Contract Documents”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney’s fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety

hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible Bidder, arrange for a Contract between such Bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term "balance of the Contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term "balance of the Contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any Contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

By their signatures hereunder, Surety and Contractor hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges is \$ \_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California) \_\_\_\_\_

## Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- .. Individual
- .. Corporate Officer

- |               |            |
|---------------|------------|
|               | Title(s)   |
| .. Partner(s) | .. Limited |
|               | .. General |

Title or Type of Document
Number of Pages

- .. Attorney-In-Fact
- .. Trustee(s)
- .. Guardian/Conservator
- .. Other:

Date of Document
------------------

Signer is representing:  
 Name Of Person(s) Or Entity(ies)

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

Signer(s) Other Than Named Above
----------------------------------

NOTE: This acknowledgment is to be completed for Contractor/Principal.



**E. PAYMENT BOND (LABOR AND MATERIALS)**

**CDBG Project 602732-25  
Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2  
CIP NO. 626**

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Hermosa Beach (hereinafter designated as the “City”), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_, has awarded to \_\_\_\_\_ hereinafter designated as the “Principal,” a Contract for the work described as follows: **Contract No.** \_\_\_\_\_ (the “Project”); and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work Contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work Contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys’ fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or

modification in, to, or of any Contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the Contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such Contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of Contract between the owner or City and original Contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact

Title \_\_\_\_\_



## Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

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

- Partner(s)
  - Limited
  - General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:  
 Name Of Person(s) Or Entity(ies)

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
 Title or Type of Document

\_\_\_\_\_  
 Number of Pages

\_\_\_\_\_  
 Date of Document

\_\_\_\_\_  
 Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

**END OF PAYMENT BOND**

**F. GUARANTEE TO THE CITY OF HERMOSA BEACH**

**CDBG Project 602732-25  
Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2  
CIP NO. 626**

As a material inducement to the City to award the Contract for CIP No. \_\_\_\_\_ to the \_\_\_\_\_, the undersigned (“Guarantor”) has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: \_\_\_\_\_ (“the work”).

Guarantor guarantees that the materials and equipment used by itself and its sub-Contractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City’s sole election: 1) reimburse the City, upon written demand, for all of the City’s expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for one year from the date on which the Contract for the work is accepted by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement, repair, performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorneys and expert fees, reasonably incurred by reason of Guarantor’s failure or refusal.

Guarantor

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

**G. GENERAL COMPREHENSIVE LIABILITY ADDITIONAL INSURED ENDORSEMENT**

**CDBG Project 602732-25  
Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2  
CIP NO. 626**

---

NAME OF ADDRESS OF INSURED:

---

General description of agreement(s) and/or activity(ies) insured:

---

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. That the City of Hermosa Beach and its or their elected officials, officers, agents and employees are insureds thereunder in relation to those activities described generally above with regard to operations performed by or on behalf of the named insured.
2. Such insurance shall be primary, and not contributing with any other insurance maintained by the \_\_\_\_\_ City.
3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Risk Management, City of Hermosa Beach, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto.

CANCELLATION NOTICE AND ENDORSEMENT TO BE SENT TO:

Risk Management  
City of Hermosa Beach  
1315 Valley Dr. Hermosa  
Beach, CA 90254  
(310) 318-0202

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement No. _____	Effective Date _____	Policy No. _____
-----------------------	----------------------	------------------

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES LIABILITY	POLICY PERIOD FROM	TO	LIMITS OF
---	--------------------	----	-----------

Scheduled items or locations are to be identified on an attached sheet.

The following inclusions relate to the above coverages includes:

- |   |   |
|---|---|
| <input type="checkbox"/> Premises & Operations            | <input type="checkbox"/> Explosion Hazard   |
| <input type="checkbox"/> Contractual Liability            | <input type="checkbox"/> Collapse           |
| <input type="checkbox"/> Independent Contractors          | <input type="checkbox"/> Underground Hazard |
| <input type="checkbox"/> Products/Completed Operations    | <input type="checkbox"/> Personal Injury    |
| <input type="checkbox"/> Broad Form Property Damage       | <input type="checkbox"/> _____              |
| <input type="checkbox"/> Broad Form Liability Endorsement |   |

A deductible or self-insured retention (strike out one) of \_\_\_\_\_ applies to \_\_\_\_\_ coverage.

DEDUCTIBLE APPLIES PER CLAIM, \_\_\_\_\_ PER OCCURRENCE \_\_\_\_\_

\_\_\_\_\_  
INSURANCE COMPANY  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

\_\_\_\_\_  
Signature of Authorized Representative (Original Signature only; No facsimile signature or initialed signature accepted)

Executed at \_\_\_\_\_, \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_ 20 .

Phone No.: ( ) \_\_\_\_\_

**H. AUTOMOBILE LIABILITY ADDITIONAL INSURED ENDORSEMENT**

**CDBG Project 602732-25  
Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2  
CIP NO. 626**

---

NAME OF ADDRESS OF INSURED:

---

General description of agreement(s) and/or activity(ies) insured:

---

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. That the City of Hermosa Beach and its or their elected officials, officers, agents and employees are insureds thereunder in relation to those activities described generally above with regard to operations performed by or on behalf of the named insured.
2. Such insurance shall be primary, and not contributing with any other insurance maintained by the City.
3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Risk Management, City of Hermosa Beach, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto.

CANCELLATION NOTICE AND ENDORSEMENT TO BE SENT TO:

Risk Management  
City of Hermosa Beach  
1315 Valley Dr. Hermosa  
Beach, CA 90254  
(310) 318-0202

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement No. \_\_\_\_\_ Effective Date \_\_\_\_\_ Policy No. \_\_\_\_\_

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES \_\_\_\_\_ POLICY PERIOD FROM \_\_\_\_\_ TO \_\_\_\_\_ LIMITS OF \_\_\_\_\_  
LIABILITY

Scheduled items or locations are to be identified on an attached sheet.

The following inclusions relate to the above coverages includes:

- Owned Automobiles
- Non-owned Automobiles
- Hired Automobiles
- Owned, Non-owned and Hired Automobiles

A deductible or self-insured retention (strike out one) of \_\_\_\_\_ applies to \_\_\_\_\_ coverage.

DEDUCTIBLE APPLIES PER CLAIM, \_\_\_\_\_ PER OCCURRENCE \_\_\_\_\_

\_\_\_\_\_  
INSURANCE COMPANY  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

\_\_\_\_\_  
Signature of Authorized Representative (Original Signature only; No facsimile signature or initialed signature accepted)

Executed at \_\_\_\_\_, \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_ 20 .

Phone No.: ( ) \_\_\_\_\_

**I. INSTRUCTIONS FOR COMPLETING, EXECUTING, AND SUBMITTING EVIDENCE OF INSURANCE TO THE OWNER**

**CDBG Project 602732-25  
Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2  
CIP NO. 626**

Insured: \_\_\_\_\_ Date: \_\_\_\_\_  
(Contractor, Lessee, Permittee, etc.)

Insured

- A. In order to reduce problems and time delays in providing evidence of insurance to the City, you are requested to give your insurance agent or broker a copy of the attached Insurance Requirements and endorsement forms along with these instructions for completing, executing, and submitting evidence of insurance.

If the agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure Workers' Compensation, then a copy of the certificate from the State authorizing self-insurance for Workers' Compensation shall meet the requirements for Workers' Compensation insurance covering activities within the State of California.

All questions relating to insurance should be directed to the department or office responsible for your Contract, lease, permit, or other agreement.

Insurance Agent or Broker

- B. The appropriate Endorsement Form shall be used. No changes in the terms of the Endorsement will be permitted. Certificates of Insurance alone will not be accepted by the City.

More than one insurance policy may be required to comply with the insurance requirements. Endorsement forms appropriate to your insured's Contract, lease or permit are checked below and enclosed.

- Workers' Compensation/Employers Liability
- General Liability
- Automobile Liability
- Excess/umbrella Liability
- Professional Liability
- Property insurance
- Fine Arts Property Insurance
- Pollution Liability Insurance

You shall have an authorized representative of the insurance company sign the completed endorsement forms, note his phone number at the bottom of page 2 and have said representative transmit the forms

to the City. Signatures must be originals as the City will not accept facsimile (rubber stamp, photocopy, etc.) or initialed signatures.

The name of the Insurance Company underwriting the coverage and its address shall be noted on page 2 of the endorsement form.

The "General description of agreement(s) and/or activity(ies) insured" shall include reference to the activity and/or to either the specific City Contract number, lease number, permit number or construction approval number.

The coverages and limits for each type of insurance are specified in the attached sheet of insurance requirements. When coverage is on a scheduled basis, then a separate sheet is to be attached to the endorsement listing such scheduled locations, vehicles, etc., so covered.

Endorsements to excess policies will be required when primary insurance is insufficient in complying with the City's requirements.

If there is insufficient space on the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., a separate sheet may be attached.

When additional sheets are attached, change the number of pages at the bottom of the form.

Completed Endorsement(s) and questions relating to the required insurance are to be directed to:

Risk Management  
City of Hermosa Beach  
1315 Valley Dr. Hermosa  
Beach, CA 90254  
(310) 318-0202

Improperly completed Endorsements will be returned to your insured for correction by an authorized representative of the insurance company.

**DELAY IN SUBMITTING PROPERLY COMPLETED ENDORSEMENT FORMS MAY DELAY YOUR INSURED'S INTENDED OCCUPANCY OR OPERATION UNDER AGREEMENT WITH THE OWNER.**

For extensions or renewals of insurance policies which have the City's Endorsement Form(s) attached, the City will accept a copy of the endorsement (with an original signature) to extend the period of coverage as evidence of continued coverage.

**J. WORKER'S COMPENSATION INSURANCE CERTIFICATE**

**CDBG Project 602732-25  
Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2  
CIP NO. 626**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

DATED: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

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

\_\_\_\_\_  
Title

ATTEST:

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

\_\_\_\_\_  
Title

**K. SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL**

**CDBG Project 602732-25  
Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2  
CIP NO. 626**

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a corporation, state legal name of corporation; state also the names of the president, secretary, treasurer, and manager thereof.

---

---

---

Business Address:

---

---

---

Telephone Number:

---

Date:

---

Print Name:

Principal

Signature:

---

# L. W9 FORM

Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>  ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the requester. Do not send to the IRS.</b>
--	--	--

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1"><tr><td colspan="2" style="text-align: center;"><b>Social security number</b></td></tr><tr><td style="text-align: center;">[ ][ ] - [ ][ ] - [ ][ ][ ][ ]</td></tr><tr><td colspan="2" style="text-align: center;"><b>or</b></td></tr><tr><td colspan="2" style="text-align: center;"><b>Employer identification number</b></td></tr><tr><td style="text-align: center;">[ ][ ] - [ ][ ][ ][ ][ ][ ][ ]</td></tr></table>	<b>Social security number</b>		[ ][ ] - [ ][ ] - [ ][ ][ ][ ]	<b>or</b>		<b>Employer identification number</b>		[ ][ ] - [ ][ ][ ][ ][ ][ ][ ]
<b>Social security number</b>									
[ ][ ] - [ ][ ] - [ ][ ][ ][ ]									
<b>or</b>									
<b>Employer identification number</b>									
[ ][ ] - [ ][ ][ ][ ][ ][ ][ ]									

<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.			
<b>Sign Here</b>	<table border="1"><tr><td style="width: 60%;">Signature of U.S. person ▶</td><td style="width: 40%;">Date ▶</td></tr></table>	Signature of U.S. person ▶	Date ▶
Signature of U.S. person ▶	Date ▶		

<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> . <b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. <ul style="list-style-type: none"><li>Form 1099-INT (interest earned or paid)</li></ul>	<ul style="list-style-type: none"><li>Form 1099-DIV (dividends, including those from stocks or mutual funds)</li><li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li><li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li><li>Form 1099-S (proceeds from real estate transactions)</li><li>Form 1099-K (merchant card and third party network transactions)</li><li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li><li>Form 1099-C (canceled debt)</li><li>Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></li></ul>
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**CDBG Project 602732-25**  
**Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2**  
**CIP NO. 626**

**VI. SPECIAL PROVISIONS**

The following Special Provisions supplement and amend the 2021 Standard Specifications for Public Works Construction (SSPWC). These Special Provisions have been arranged into a format and sequence that parallels the Standard Specifications for Public Works Construction.

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## **PART 1 – GENERAL PROVISIONS**

### **PREFACE: STANDARD SPECIFICATIONS AND STANDARD DRAWINGS**

The Standard Specifications for Public Works Construction (SSPWC), written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California, shall be the Standard Specifications of the City. All work shall conform to the edition indicated in this document and in the bid proposal documents, including supplements, of the SSPWC, these Special Provisions which supplement or modify the SSPWC, the Standard Plans for Public Works Construction (SPPWC) of the same edition as the SSPWC, and the Standard Drawings as issued by the City available at the time bids are opened unless otherwise specified in the Contract Documents.

The above referenced Standard Specifications, Special Provisions and Standard Drawings are hereby made a part of the Contract Documents.

### **SECTION 1 – GENERAL.**

#### **1-2 TERMS AND DEFINITIONS.**

Whenever the following terms are used in the SSPWC, they shall be understood to mean and refer to the following:

- a) Board – The City Council of the City of Hermosa Beach
- b) Contract Documents – Documents including but not limited to the proposal forms, Special Provisions, Bonds, Insurance, Contract, and all Addenda setting forth any modifications to the documents.
- c) Engineer – The Director of Public Works/City Engineer or their authorized representative
- d) Bidder – An individual, co-partnership, association, or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- e) Legal Address of Contractor – The address given on the Contractor’s bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered.

### **SECTION 2 – SCOPE OF THE WORK.**

#### **2-2 PERMITS.**

Add the following:

Prior to beginning work, the Contractor shall obtain authorization and permits from the City of Hermosa Beach. The Contractor will be responsible to protect and preserve all property and improvements in accordance with the Contract Documents.

The Contractor must have or obtain a valid City of Hermosa Beach Business License in accordance with the provisions of the Hermosa Beach Municipal Code.

### City Right of Way Permit

A City Right of Way Permit is required to work within public right-of-way and will be issued at no cost to the Contractor.

### Right of Way Permits

When work occurs in the right-of-way of other entities, the Contractor shall obtain a no fee right of way permit as required for an encroachment from that entity.

## **2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.**

### **2-5.4 Haul Routes.**

Replace the entire subsection with the following:

Haul Routes shall be per the City of Hermosa Beach Truck Routes map. See Cover Sheet on project plans.

Add the following subsections:

### **2-5.5 Contractor's Responsibility for Work.**

Until the formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall, subject to the insurance protection furnished, bear the risk of accident, loss or damage to any part thereof by action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and otherwise correct damages to any portion of the work occasioned by any of the above causes before its acceptance.

In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and the proper temporary storage thereof.

### **2-5.6 Notice and Service Thereof.**

Any notice required or given by 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 whatever unless served in the following manner:

Notice shall be given to the City by personal delivery thereof to the City's Engineer or by depositing the same in the United States mail enclosed in a sealed envelope, registered and with postage prepaid, addressed to:

Public Works Department  
City of Hermosa Beach  
1315 Valley Dr.  
Hermosa Beach, CA 90254

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of the work under this Contract, postage prepaid and registered.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated to the party giving the notice, postage prepaid and registered.

**2-5.7           Warranty of Title.**

No materials, supplies, or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale Contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the work, and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by them to the City free from any claims, liens, encumbrances, or charges, and further agrees that neither they nor any person, firm, or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon; provided, that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company.

Nothing contained in this section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the City.

**2-11           RETENTION OF IMPERFECT WORK.**

If any portion of the work done or materials furnished under the Contract proves defective or not in accordance with the specifications and Contract drawings, and if the imperfection in the same is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if the removal of such work is impracticable or will create conditions which are dangerous or undesirable in the opinion of the Engineer, the Engineer shall have the right and authority to retain the work instead of requiring it to be removed and reconstructed, but he shall make such deductions therefor in the payment due the Contractor as may be just and reasonable.

**SECTION 3 – CONTROL OF THE WORK.**

**3-6           THE CONTRACTOR’S REPRESENTATIVE.**

Add the following:

The Contractor shall provide the Engineer with the name, address, and business and home telephone numbers of the person responsible for the maintenance of barricades, traffic control signs, lights and other safety devices.

### **3-7 CONTRACT DOCUMENT.**

#### **3-7.2 Precedence of Contract Documents.**

Replace the entire subsection with the following:

If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

1. Requirements of law, including the Code and Ordinances of the City of Hermosa Beach.
2. Permits from other agencies as may be required by law.
3. Permits from City of Hermosa Beach Departments as may be required by law or ordinance.
4. The Contract.
5. The Bid Proposal.
6. Addenda.
7. Notice Inviting Bids.
8. Instructions to Bidders.
9. Special and General Provisions.
10. Plans.
11. City of Hermosa Beach Standard Plans.
12. Other Standard Plans.
13. Standard Specifications for Public Works Construction.
14. Reference Specifications.

Change orders, supplemental agreements, and approved revisions to Plans and Specifications will take precedence over documents listed above, except those listed as FIRST, SECOND, and THIRD. Detailed plans shall have precedence over general plans.

### **3-8 SUBMITTALS.**

#### **3-8.1 General.**

Add the following:

The Contractor shall submit the following submittals within ten (10) days of notification of the City's intent to award this Contract:

- Project Construction Schedule, sequence, and phase sequence plan
- Preconstruction video on USB, 2 copies
- Copy of City Business License (Prime and Subcontractors)

- 24 Hr. Emergency Phone Call List
- Letters identifying site authorized Contractor’s representative or “Superintendent” and Contractor’s “Competent Person”
- Vehicular and Pedestrian Traffic Control Plan (paper and PDF)
- WPCP / Best Management Practices
- Asphalt Concrete material specifications and mix design
- Concrete material specifications and mix design
- Crushed Miscellaneous Base material specifications
- Detectable Warning System/Truncated Domes for access ramps
  - One (1) ADA tile sample, minimum 6” x 6”
  - Shop drawings for access ramp products showing fabrication details, composite structural system, tile surface profile, sound on cane amplification feature, plans showing tile placement including joints, and material to be used as well as outlining installation materials and procedure
- Construction Notices sample template shall be provided by the City to the Contractor and modified and submitted to the engineer for review and approval. Approved Construction Notice shall be distributed by Contractor. See Exhibit C
- Thermoplastic
- Others as requested by the Engineer

**3-12 WORK SITE MAINTENANCE.**

**3-12.6.2 Best Management Practices (BMPs).**

Replace the entire subsection with the following:

Best Management Practices (BMPs) shall be defined as a method used to prevent or control stormwater runoff and the discharge of pollutants, including sediment, into local storm drains and/or drainage facilities leading to waterbodies. The contractor shall obtain and refer to the California Stormwater Quality Association’s *2023 Construction BMP Handbook*, the City of Hermosa Beach Community Development Department’s *Best Management Practices for Small Construction Sites* brochure, and any other materials provided by the City. The contractor shall, based on those documents, the contract documents, and latest industry best practices, provide a project-specific erosion control plan which will specify which BMPs will be utilized for wind erosion control, tracking control, erosion and sediment control, non-storm water control, and waste management and materials pollution control.

The contractor shall be responsible for installing, constructing, inspecting, maintaining, and removing and disposing of BMPs in accordance with the erosion control plan throughout the duration of construction, including outside of working hours. Additional BMPs may be required

due to change(s) in field conditions, contractor activities, or construction operations. The contractor shall be responsible for adjusting BMPs as requested by the Engineer to achieve erosion control objectives. The contractor shall also be responsible for BMP implementation and maintenance throughout any temporary suspension of the work.

### **3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.**

Add the following subsection:

#### **3-13.4 Completion and Acceptance.**

In addition to the guarantees as required in Section 2-4 of the Standard Specifications, the Faithful Performance Bond shall remain in full force and effect for a period of one year after acceptance of the work by the City to insure that defects, which appear within said period, will be repaired, replaced, or corrected by the Contractor, at its own cost and expense, to the satisfaction of the Engineer within thirty (30) days of written notice thereof by the City.

## **SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES.**

### **5-3 LABOR.**

Add the following subsection:

#### **5-3.6 Laws.**

Each Bidder must submit with the Bid Proposal a fully executed Certificate of Non-Discrimination by Contractors. Bids will not be considered unless accompanied by the completed Certificate.

After the opening of bids and the determination of the low Bidder, said low Bidder shall submit to the Public Works Department, no later than 5:00 P.M. on the third working day following the bid opening, a completed "Fair Employment Practices Contractor Compliance Report".

The Contractor shall comply with all applicable provisions of Sections 1776, 1777.5 and 1777.7 of the California Labor Code. The Contractor shall be responsible for compliance with Section 1776 and shall insert a provision in all subcontracts requiring subcontractors to comply with said section.

The Contractor is prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

### **5-4 INSURANCE.**

Replace the entire subsection with the following:

The Contractor shall, at its expense, maintain in effect all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers licensed to sell insurance in the State of California and having a "A-" or higher rating in the latest edition of Best's Insurance Guide, and shall be subject to approval by the City's Risk Manager:

Workers' Compensation and Employer's Liability

- Workers' Compensation – coverage as required by law
- Employer's Liability – limits of at least \$1,000,000 per occurrence

#### Comprehensive General Liability

- Combined Single Limit - \$2,000,000

#### Automobile Liability

- Combined Single Limit - \$1,000,000

The automobile and general comprehensive liability policies may be combined in a single policy with a combined single limit of \$1,000,000.

All of the Contractor's policies shall contain an endorsement providing written notice shall be given to the City at least 30 calendar days prior to termination, cancellation or reduction of coverage in the policy

The Bodily Injury and Property Damage Liability policies shall contain the following:

1. An endorsement extending coverage to the City as an insured, in the same manner as the named insured as respects liabilities arising out of the performance of any work under the Contract. Such insurance shall be primary insurance as respects the interest of the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the insurance required hereunder.
2. "Severability of Interest" clause.
3. Elimination of any exclusion regarding loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU" hazards.
4. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Contractor under the Contract.

Promptly on execution of the Contract, and prior to commencement of any work, the Contractor shall deliver to the City copies of all required policies and endorsements thereto on the forms supplied by the City.

The Contractor shall require and verify similar insurance on the part of its subcontractors.

The foregoing requirements as to the types, limits and City approval of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by the Contractor under the Contract.

Any policy or policies of insurance that the Contractor or his Subcontractors elects to carry as insurance against loss or damage to their construction equipment and tools or other personal property used in fulfillment of this Contract shall include a provision waiving the insurer's right of subrogation against the City.

The cost of all insurance shall be included in the Contractor's bid.

**5-7 SAFETY.**

Add the following subsection:

**5-7.9 Emergency Provisions.**

Unusual conditions may arise on the work which will require that immediate and unusual provision be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

Whenever, in the opinion of the City, an emergency exists of which the City is aware and against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by the progress of construction; and whenever, in the opinion of the City, immediate action shall be considered necessary in order to protect public or private personnel or property interests, or prevent likely loss of human life or damage on account of the operations under the Contract, then in that event the City 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 City may seem reasonable and necessary, all at the expense of the Contractor.

Add the following subsections:

**5-8 LAWS TO BE OBSERVED.**

**5-8.1 Laws and Regulations.**

The Contractor shall keep himself fully informed of all Federal and State laws, County and City ordinances and regulations which, in any manner, affect those engaged or employed on the work, the materials used in the work or the conduct of the work. If any discrepancy or inconsistency should be discovered in this Contract or in the Plans or Specifications herein referred to, in relation to any such law, ordinance or regulation, the Contractor shall forthwith report the same in writing to the Engineer. The Contractor shall, at all times, observe and comply with and shall cause all his agents and employees to observe and comply with all such applicable laws, ordinances and regulations in effect or which may become effective before completion of this Contract. He shall protect and indemnify the City and its officers and agents against any claim or liability arising from or based on the violations of any such laws, ordinances or regulations whether by himself or by his employees or his subcontractors or their employees.

Except as otherwise explicitly provided in these Specifications, all permits and licenses necessary to the prosecution of the work shall be secured by the Contractor at his own expense and he shall pay all taxes properly assessed against his equipment or property used or required in connection with the work.

All state laws, all county and city ordinances and regulations now imposed by competent authority and relating to any materials required to be furnished under these specifications and works required to be done hereunder, shall be deemed to be and hereby are made controlling and part of these specifications.

**5-8.2 General.**

The Contractor shall keep himself fully informed of all existing state and national laws and

municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

### **5-8.3 Eight-Hour Law.**

Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit as a penalty \$25.00 (Twenty-five dollars) for each workman employed in the execution of the Contract by the Contractor or any subcontractor under him for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code and in particular, Section 1810 to Section 1815 thereof inclusive except that work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week, shall be compensated at not less than one and one-half (1 1/2) times the basic rate of pay as provided in Section 1815.

### **5-8.4 Prevailing Rate of Per Diem Wages.**

Pursuant to the provisions of Section 1773 of the Labor Code, the general prevailing wage rates in the County in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates. The Federal Minimum wage rates for this project as predetermined by the United States Secretary of labor are set forth herein by addenda and in copies that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the federal minimum wage rates, if necessary, will be issued to holders. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in these Special Provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of labor and the general prevailing wage rates determined by the Director of the California Department of Industries Relations for similar classifications of labor, the Contractor and subcontractor shall pay not less than the higher wage rate. The City will not accept lower State wage rates not specifically included in the Federal minimum wage determination. This includes "helper" (or other classifications based on hours of experience) or any other classifications not appearing in the Federal wage rate determination. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractor, the Contractor and subcontractor shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid, Bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction Contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller

anonymity will be respected.

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

#### **5-8.5 Certified Payroll.**

Pursuant to Section 1776 of the Labor Code, the Contractor and/or subcontractors shall submit weekly to the City for each week in which any Contract work is performed a certified copy of all payroll records. Should the Contractor fail to provide such payroll certificates, the City may withhold.

\$1,000.00 for each weekly payroll certificate not received from payment due.

#### **5-9 FAIR EMPLOYMENT PRACTICE COMMISSION CERTIFICATION.**

The Contractor's attention is directed to the requirements in Section 12990 of the Government Code for nondiscrimination and compliance employment programs.

### **SECTION 6 – PROSECTON AND PROGRESS OF THE WORK.**

#### **6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.**

##### **6-1.1 Construction Schedule.**

Add the following:

The Contractor's proposed construction schedule shall be submitted to the Engineer within ten (10) days of notification of the City's intent to award this Contract. 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.

In preparation of the construction schedule, the following items shall be considered:

- The City observes the following holidays, which shall be considered non-working days. If the Contractor elects to work on any of the City holidays the Contractor shall be responsible for paying any associated inspection costs, including overtime and holiday premiums. **Any work not completed and fully open to public traffic shall be maintained in a safe and delineated condition. Traffic control and safety devices shall be maintained at all times.**
  - New Year's Day
  - Martin Luther King Jr.'s Birthday

- Washington's Birthday
  - Cesar Chavez Day
  - Memorial Day
  - Juneteenth
  - Independence Day
  - Labor Day
  - Veterans Day
  - Thanksgiving
  - Christmas Day
- The Contractor's working hours shall be limited to the hours between 8:00 A.M. and 6:00 P.M., Monday through Friday. Deviation from normal working hours will not be allowed unless written permission has been duly obtained beforehand from the office of the City Engineer. The Contractor shall provide adequate light for proper prosecution of the work, for the safety of the workmen and the public, and for proper inspection.
  - 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 to the Contractor.

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 names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Public Works Manager and the County Sheriff's Department or the City Police Department prior to beginning work.

The Contractor shall also notify the City of Hermosa Beach and the owners of all utilities and substructures not less than 72 hours prior to starting construction. The following utility companies list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

Southern California Edison Co.	310/783-9332
The Gas Co.	310/605-7837
Verizon	818/837-0394
Hermosa Beach Police & Fire	310/524-2750
Time Warner (Cable TV)	310/216-4184
West Basin Municipal Water District	310/217-2411
Athens Services	626/934-4696
California Water Service Co.	310/257-1428
Underground Service Alert	800/227-2600
Los Angeles County Flood Maintenance	562/861-0316

The Contractor shall submit periodic Progress Reports to the Director of Public Works by the tenth 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.

#### **6-4.3 Payment for Delays.**

To the furthest extent permitted by law, replace the entire subsection with the following:

In compliance with the provisions of California Public Contract Code § 7102, the Contractor will be compensated for damages incurred due to delays in completing the Work due solely to the fault of the City, where such delay is unreasonable under the circumstances and not contemplated by the parties. The Contractor and City agree that determining actual damages is impracticable and extremely difficult. As such, the Contractor shall be entitled to the appropriate time extension and to payment of liquidated damages in the sum of \$250 per Day of delay in excess of the time specified for the Completion of the Work. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The Contractor expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this subsection.

#### **6-9 LIQUIDATED DAMAGES.**

Add the following:

The amount of liquidated damages is hereby amended to **\$250** for each consecutive calendar day.

### **SECTION 7 – MEASUREMENT AND PAYMENT.**

#### **7-3 PAYMENT.**

##### **7-3.2 Partial and Final Payment.**

Replace the entire subsection with the following:

The closure date for periodic progress payments shall be the twenty-fifth day of each month. Authorization to pay is commonly received on the tenth day of the following month. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents.

The final progress payment will not be released until the Contractor returns the control set of specifications and plans indicating the as-built conditions.

##### **7-3.4 Mobilization.**

Replace the entire subsection with the following:

Mobilization and demobilization shall include all site visits; preparation of all submittals; BMPs; obtaining all permits, insurance, and bonds; video recording of the site existing conditions; moving onto the site all materials and equipment; set up of any temporary facilities (e.g. sanitary

facilities, parking, construction water, equipment and materials staging area, fencing); distribution of all notification materials; removal of same at completion of the work; site cleanup; and other work as required to perform and complete the work.

No material, equipment, or vehicles to be left overnight on sidewalks or streets. If staging area is needed by contractor, City facilities and grounds will not be available for use by the contractor. Possible staging area can be found in Redondo Beach at the corner of Pacific Coast Highway and Herondo Street. This lot is owned by Edison. Contact information is provided below for inquires to use the lot for staging.

Maria Parcell, SCE Land Services

[Maria.Parcell@sce.com](mailto:Maria.Parcell@sce.com) (909) 274-1877

A minimum of one week prior to the start of construction, the Contractor shall video record all areas where construction is to take place. Such video recordings shall be provided to the Engineer before construction commences. These video recordings shall serve as a record of the existing conditions for disputes arising from restoration and should therefore be taken along the line of construction and site access and staging areas at sufficient detail as necessary to clearly depict details of existing conditions. Video recordings shall document existing sidewalks, and adjacent conditions. The video recordings shall be on two USB copies and given to the Engineer. All video recordings shall be indexed and catalogued in such a manner that each photographed area is readily identifiable and shall also indicate the date and time (hour, minutes, and seconds) on which the recording was made. The Contractor shall also video record any unusual conditions encountered during construction that are not already a matter of photographic record. In any areas where existing conditions cannot be determined by means of video recording, the area shall be restored as approved by the Engineer at Contractor's expense. All video recordings shall become the property of the City.

Payment for **MOBILIZATION AND DEMOBILIZATION (5% MAXIMUM OF TOTAL SCHEDULE COST)** shall be on a lump sum basis, and shall include furnishing all labor, materials, tools, equipment, transportation, and incidentals for performing all work involved in this section, complete and in place, as shown in the Plans and in accordance with the Contract Documents. The total cost of mobilization and demobilization shall not exceed five (5) percent of the total bid price. Any other costs of work not directly attributed to any specific bid item shall be considered included in mobilization.

Add the following subsection:

**7-3.9 Work Performed Without Direct Payment.**

Tools and materials of any class for which no price is fixed in the Proposal, it shall be understood that such work, equipment, labor, tools, and materials shall be provided without extra charge, allowance, or direct payment of any kind. The cost of performing such work or furnishing such equipment, labor, tools, and materials shall be included in the unit bid prices in the Proposal and no additional compensation will be paid therefor.

**7-4.2 Basis for Establishing Costs.**

**7-4.2.1 Labor.**

Replace the entire subsection with the following:

The costs of labor will be the actual cost for wages of workers performing the extra work at the time the extra work is done, plus the employer payments of payroll taxes, health and welfare, pension, vacation, apprenticeship funds, and other direct costs, resulting from Federal, State, or local laws, as well as assessments or benefits required by collective bargaining agreements.

### **7-4.3 Markup**

#### **7-4.3.1 Work by the Contractor.**

Replace the entire subsection with the following:

An allowance for overhead and profit shall be added to the Contractor's costs and shall constitute the full and complete markup for all overhead and profit on extra work performed by the Contractor. The Contractor shall also be compensated for the actual increase in the Contractor's bond premium caused by the extra work. The markup shall be:

- a. Labor – 20%
- b. Materials – 15%
- c. Tool and Equipment Rental – 15%
- d. Other Items – 15%

#### **7-4.3.2 Work by a Subcontractor.**

When any of the extra work is performed by a subcontractor, the markup shall be applied to the subcontractor's costs. An allowance for the Contractor's overhead and profit shall be added to the sum of the subcontractor's costs and markup and shall constitute the full and complete markup for all overhead and profit for the Contractor on work by the subcontractor. For Contractor markup of subcontractor's costs, the allowance shall be 10% on the first \$2,000 or portion thereof and 5% on costs in excess of \$2,000.

## **SECTION 9 – Specific Conditions**

### **9-2 Construction Management Software**

#### **9-2.1 Procore Software.**

The contractor shall use the Procore construction management software (with account for the project made available by the City at no additional cost) for various construction management activities related to the project including but not limited to submission of schedules, project material submittals, and RFIs. Project documents including plans and specifications will also be made available on Procore for the contractor's use for the duration of the project.

## **PART 2 – CONSTRUCTION MATERIALS**

### **SECTION 200 – ROCK MATERIALS.**

#### **200-2 UNTREATED BASE MATERIALS.**

##### **200-2.1 General.**

Replace the entire subsection with the following:

Materials for use as untreated base or subbase shall be crushed miscellaneous base.

### **SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS.**

#### **201-1 PORTLAND CEMENT CONCRETE.**

##### **200-1.1 General.**

Add the following:

Concrete shall be type 520-C-2500 PSI concrete per the City of Hermosa Beach Standard Plans for Public Works No. 106.

#### **203-6 ASPHALT CONCRETE.**

##### **203-6.1 General.**

Add the following:

Asphalt concrete shall be type C2-PG 64-10 for surface courses. No reclaimed asphalt concrete material (RAP) is allowed.

## **PART 3 – CONSTRUCTION METHODS**

### **SECTION 300 – EARTHWORK.**

#### **300-1 CLEARING AND GRUBBING.**

##### **300-1.2 Root Pruning and Tree Trimming.**

Replace the entire section with the following:

a. Equipment

Pruning of roots shall be done using a Vermeer trenching machine with a root pruning attachment or a comparable piece of equipment, as approved by the Engineer. The equipment shall safely cut a narrow trench four to six inches wide to accommodate the installation of the root barrier.

Where sidewalks, curb ramp, or curbs are removed, the roots can be severed at the point adjacent to the edge of the new sidewalk, curb ramp, or curb to be installed, using other pneumatic tools to make the break-out and removal work more efficient.

Any roots over three inches in diameter must be cleanly cut using a chain saw or other sawing tool before the barrier is installed and the trench backfilled.

b. Execution

Tree roots and other objectionable material shall be removed from areas of construction to a depth of 6 inches below the bottom of concrete. Tree roots shall be removed from parkways if visible or if instructed by Engineer.

Cleanly cut roots do not need to be painted or treated in any way other than the installation of root deflection barrier.

#### **300-1.4 Payment.**

Replace the entire subsection with the following:

There shall be no separate payment for root pruning or tree trimming; all costs thereto shall be considered included in the Contract unit prices for the items of work for which the pruning or trimming is required.

There shall be no separate payment for clearing and grubbing; all costs thereto shall be considered included in the Contract unit prices for the items of work for which clearing and grubbing is required.

**SECTION 301 – SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS.**

**301-1 SUBGRADE PREPARATION.**

**301-1.1 General.**

Add the following:

Base is required under all PCC and AC improvements as shown on the Plans.

A minimum of 4 inches of CMB shall be placed under sidewalks and access ramps.

A minimum of 8 inches of CMB shall be placed under curb and gutter.

A minimum of 6 inches of CMB shall be placed under asphalt concrete

**301-1.7 Payment.**

Add the following:

There shall be no separate payment for placement and preparation of subgrade material under curb, curb and gutter, sidewalks, and access ramps; all costs thereto shall be considered included in the Contract unit prices for the items of work for which subgrade material is required.

**SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION.**

**303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.**

**303-5.1 Requirements.**

**303-5.1.1 General.**

Add the following:

PCC access ramps, sidewalks, and driveways shall not be poured monolithically with any new concrete adjacent to them.

**303-5.5 Finishing.**

**303-5.5.2 Curb.**

Add the following:

Unless otherwise approved by the Engineer, the entire affected concrete curb or curb and gutter portion shall be removed by sawcutting the adjacent AC pavement two (2) feet from the edge of the area to be removed. The Contractor shall reconstruct this two-foot-wide section in accordance with Standard Plan 111-5 of the SPPWC or as directed by the Engineer.

Curb and curb and gutter shall be constructed within 72 hours of removal of sidewalks, ADA curb ramp, and curb and gutter in each location. Clearing and grubbing shall be in accordance with Subsection 300-1, per the SSPWC, including removal and disposal of materials, and pruning and removal of interfering tree roots underneath or adjacent to existing access ramp.

The Contractor shall contact the Engineer a minimum of 24 hours prior to performing any excavations within a 25-foot radius of a street tree. Any damage to the street tree may result in tree replacement by Contractor or payment of replacement costs by Contractor based on the value of the damaged tree.

### **303-5.5.3 Walk.**

Add the following:

Sidewalk shall be constructed within 72 hours of removal of sidewalks in each location. The Contractor shall remove all existing concrete sidewalk shown on the plans to the nearest control joint. Clearing and grubbing shall be in accordance with Subsection 300-1, per the SSPWC, including removal and disposal of materials, and pruning and removal of interfering tree roots underneath existing sidewalk or adjacent to sidewalk.

Finished surfaces shall match the finish and color of adjacent concrete.

The Contractor shall be responsible for protecting newly constructed concrete improvements from damage. Contractor shall remove and replace all concrete damaged prior to acceptance. Concrete shall be replaced score line to score line unless otherwise directed by the Engineer. Patching damaged concrete is not allowed.

The Contractor shall contact the Engineer a minimum of 24 hours prior to performing any excavations within a 25-foot radius of a street tree. Any damage to the street tree may result in tree replacement by Contractor or payment of replacement costs by Contractor based on the value of the damaged tree.

The expansion joint and weakened joint pattern shall be maintained and reconstructed, unless otherwise directed by the Engineer.

The Contractor shall mark all manholes, valves, substructures, survey monuments, vaults, utility boxes, or any other items that are visible on the surface and that will interfere with constructing a fully compliant sidewalk. The Contractor shall protect and adjust to grade any such items to match grade of the surrounding concrete to the satisfaction of the Engineer.

Vegetation interfering with construction operations shall be carefully trimmed without damaging the integrity of the vegetation. Vegetation, which must be removed for construction, shall be removed, and disposed of by the Contractor. The Contractor shall protect in place or reconstruct any irrigation lines and sprinkler heads hindering (and adjacent to) the construction activity area as directed by the Engineer. Damage to existing irrigation lines and sprinkler heads shall be replaced at Contractors expense within 48 hours.

### **303-5.5.5 Alley Intersections, Access Ramps, and Driveways.**

Add the following:

Unless otherwise approved by the Engineer, the entire affected concrete curb or curb and gutter portion shall be removed by sawcutting the adjacent AC pavement two (2) feet from the edge of the area to be removed. The Contractor shall reconstruct this two (2) foot wide section in accordance with Standard Plan 111-5 of the SPPWC or as directed by the Engineer.

Curb ramps shall be constructed within 72 hours of removal of sidewalks, ADA curb ramp, and

curb and gutter in each location. Clearing and grubbing shall be in accordance with Subsection 300-1, per the SSPWC, including removal and disposal of materials, and pruning and removal of interfering tree roots underneath or adjacent to existing access ramp.

The Contractor shall contact the Engineer a minimum of 24 hours prior to performing any excavations within a 25-foot radius of a street tree. Any damage to the street tree may result in tree replacement by Contractor or payment of replacement costs by Contractor based on the value of the damaged tree.

Where necessary to match existing grades at the back or side of the ramp, the Contractor shall construct a rear curb for curb ramps. Curb height shall be constructed to match existing grade. Where existing walls are adjacent to curb ramp construction, the rear side curb shall be constructed to protect existing walls. Contractor shall protect in place existing vegetation and miscellaneous items adjacent to rear curb for access ramps adjacent to private property.

The Contractor shall mark all manholes, valves, substructures, survey monuments, vaults, utility boxes, or any other items that are visible on the surface and that will interfere with constructing a fully compliant curb ramp. The Contractor shall protect and adjust to grade any such items to match grade of the surrounding concrete to the satisfaction of the Engineer.

Vegetation interfering with construction operations shall be carefully trimmed without damaging the integrity of the vegetation. Vegetation, which must be removed for construction, shall be removed, and disposed of by the Contractor. The Contractor shall protect in place or reconstruct any irrigation lines and sprinkler heads hindering (and adjacent to) the construction activity area as directed by the Engineer. Damage to existing irrigation lines and sprinkler heads shall be replaced at Contractors expense within 48 hours.

The Contractor shall relocate existing facilities such as street sign poles that are within the curb ramp area that conflict with the new proposed improvement. Any damaged signs due to construction shall be replaced at the Contractor's expense. The new location for such facility shall be as directed by the Engineer, if not already included in the plans, in the field and shall be within the general vicinity of the existing.

The Contractor shall tie down any survey monuments/markers obliterated during construction and reestablish said monuments/markers following construction.

Add the following subsections:

**303-5.5.6 Detectable Warning Surface.**

Access ramps shall have a single piece prefabricated detectable warning surface with dimensions of 36 inches (perpendicular to curb) by 48 inches (parallel to curb).

Detectable warning surface(s) shall be Armor-Tile Tactile Systems, Yellow Detectable Warning Tiles, or equivalent by a single manufacturer of Cast In Place Detectable/Tactile Warning Surface Tiles, cast-in-place, and installed per manufacturer's recommendation. All material submittals must be submitted and approved by the Engineer prior to commencement of construction. The finished surfaces of the detectable warning tiles shall be free from blemishes. Panels may have embedded frames with replaceable surfaces or non-removable surfaces.

Tiles/Panels are to be cut so that they align flush with any curved edges or radius of the curb ramp.

Prior to constructing all cast-in-place detectable warning tiles, the Contractor shall demonstrate the ability to produce a detectable warning tile conforming to the details shown on the plans and these special provisions by constructing a test panel at one of the curb ramp locations.

The manufacturer shall provide a written and signed 5-year warranty equal to or exceeding the remedies by Armor-Tile Tactile Systems for prefabricated detectable warning tiles (see appendix), guaranteeing replacement when there are defects in workmanship and material including deterioration, breakage and delamination. The warranty period shall begin upon acceptance of the Contract. A signed warranty shall be provided to the City prior to final progress payment and release of retention.

### **303-5.5.6.1 Quality Assurance.**

Installer shall be an experienced installer qualified for installation, who has successfully completed installations similar in material, design, and extent to that indicated for project.

Contactors shall use only approved DSAAC detectable warning products as provided in the California Code of Regulations (CCR) Title 24, Part 2, Cast In Place Detectable/Tactile Warning Surface Tiles shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes or a homogenous glass and carbon reinforced composite, which is colorfast, and UV stable. The tile shall incorporate an in-line pattern of truncated domes measuring nominal 0.2" height, 0.9" base measured side by side and a center-to-center spacing of 1.67" minimum and 2.35" maximum. For safety, the field area shall consist of a non-slip surface with a minimum of 40 – 90 degrees raised points 0.045" high, per square inch; "Armor-Tile" as manufactured by Engineered Plastics Inc., ADA Solutions or approved equal.

Detectable/tactile warning surface tiles shall meet or exceed the following requirements:

1. Water Absorption of Tile when tested by ASTM D 570-98 not to exceed 0.07%
2. Slip resistance of tile when tested by ASTM C 1028-96 the combined wet and dry static coefficients of friction not to be less than 0.80 on top of domes and field area when wet.
3. Compressive strength of tile when tested by ASTM D 695-02a not to be less than 28,000 psi.
4. Tensile strength of tile when tested by ASTM D 638-03 not to be less than 11,000 psi.
5. Flexural strength of tile when tested by ASTM D 790-03 not to be less than 25,000 psi.
6. Chemical stain resistance of tile when tested by ASTM D 543-95 (re- approved 2001) to withstand without discoloration or staining –10% hydrochloric acid, urine, saturated calcium chloride, black stamp pad ink, chewing gum, red aerosol paint, 10% ammonium hydroxide, 1% soap solution, turpentine, urea 5%, diesel fuel and motor oil or no deterioration per ASTM 1308.
7. Resistance to wear of unglazed ceramic tile by taber abrasion per ASTM C501-84 (re-approved 2002) shall not be less than 500.

8. Fire resistance of tile when tested to ASTM E 84-05 flame spread shall be less than 20.
9. Accelerated weathering of tile when tested by ASTM G 155 for 2000 hours shall exhibit the following result - DE<5.0, as well as no deterioration, fading or chalking of surface.
10. Salt and spray performance of tile when tested to ASTM B 117-03 not to show any deterioration or other defects after 200 hours of exposure.
11. Accelerated aging and freeze thaw test of tile and adhesive system when tested to ASTM D 1037-99 shall show no evidence of cracking, delamination, warp age, checking, blistering, color change, loosening of tile or other detrimental defects or no disintegration per ASTM 1026.

#### **303-5.5.6.2 Site Conditions.**

Maintain minimum temperature of 40 degrees Fahrenheit in spaces to receive Cast in Place Detectable/Tactile Warning Surface Tiles for at least 24 hours prior to installation, during installation, and for not less than 24 hours after installation.

The use of water for work, cleaning, or dust control, shall be contained and controlled and shall not be allowed to come into contact with the general public. Provide barricades or screens to protect the general public.

#### **303-5.5.6.3 Installation Procedure.**

Installation shall be in strict accordance with manufacturer' recommendations. During tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.

The specifications of the structural adhesives, fasteners, and related materials shall be in strict accordance with the Contract documents and the guidelines set by their respective manufacturers.

The physical characteristics of the concrete shall be consistent with the Contract specifications while maintaining a slump range of 4 – 7 to permit solid placement of the Cast-In-Place Tile System. An overly wet mix will cause the Cast-In-Place System to float. Under these conditions, suitable weights such as 2 concrete blocks or sandbags (25 lb.) shall be placed on each tile.

The concrete pouring and finishing operations require typical mason's tools, however, a smart level with electronic slope readout, 25 lb. weights, and a large rubber mallet can be used for the installation of the Cast-In-Place System. A vibrating mechanism such as that manufactured by Vibco can be employed, if desired. The vibrating unit should be fixed to a soft base such as wood, at least 1-foot square.

The factory-installed plastic sheeting must remain in place during the entire installation process, to prevent the splashing of concrete onto the finished surface of the tile.

When preparing to set the tile, it is important that no concrete be removed in the area to accept the tile. It is imperative that the installation technique eliminates any air voids under the tile. Holes around the tile perimeter allow air to escape during the installation process. Concrete will flow through the large holes in each vane on the underside of the tile. This will lock the tile solidly into the cured concrete.

The concrete shall be poured and finished true and smooth to the required dimensions and slope prior to the tile placement. Immediately after finishing concrete, the electronic level should be used to check that the required slope is achieved. The tile shall be placed true and square to the curb edge in accordance with the Contract drawings. The Cast-In-Place Tiles shall be tamped (or vibrated) into the fresh concrete to ensure that the field level of the tile is flush to the adjacent concrete surface. The Contract drawings indicate that the tile field level (base of truncated dome) is flush to adjacent surfaces to permit proper water drainage and eliminate tripping hazards between adjacent finishes. The tolerance for elevation differences between tile and adjacent surface is 1/16".

Immediately after tile placement, the tile elevation is to be checked to adjacent concrete. The tile elevation and slope should be set consistent with Contract drawings to permit water drainage to curb as the design dictates.

While concrete is workable, a 3/8" radius edging tool can be used to create a finished edge of concrete. A steel trowel can be used to float the concrete around the tile's perimeter, flush to the field level of tile.

During and after the tile installation and the concrete curing stage, it is imperative that there is no walking, no leaning or external forces placed on the tile to rock the tile, causing a void between the underside of tile and concrete.

Following tile placement, review installation tolerances to Contract drawings and adjust tile before the concrete sets. Two suitable weights of 25 lb. each can be placed on each tile as necessary to ensure solid contact of the underside of tile to concrete.

Following the curing of the concrete, protective plastic wrap is to be removed from the tile face by cutting the plastic with a sharp knife, tight to the concrete/tile interface. If concrete bled under the plastic, a soft wire brush will clean the residue without damage to the tile surface.

Tiles can be cut to custom sizes, or to make a radius, using a continuous rim diamond blade in a circular saw or mini grinder. Use of a straightedge to guide the cut is advisable where appropriate.

Any sound-attenuating plates on the underside of the tile, which are dislodged during handling or cutting, should be replaced, and secured with construction adhesive. The air gap created between these plates and the bottom of the tile is important, in preserving the detect-ability properties of the Armor-Tile System.

### **303-5.9 Measurement and Payment.**

Replace the entire section with the following:

Payment for REMOVE EXISTING SIDEWALK (OUTSIDE OF CURB RAMP AREA) shall be per the Contract unit price per square foot, and shall include furnishing all labor, materials, tools, equipment, transportation, and incidentals for performing all work involved in this section, complete and in place, as shown in the Plans and in accordance with the Contract Documents.

Payment for REMOVE EXISTING CURB RAMP shall be per the Contract unit price per each, and shall include furnishing all labor, materials, tools, equipment, transportation, and incidentals for performing all work involved in this section, complete and in place, as shown in the Plans and in accordance with the Contract Documents.

Payment for CONSTRUCT PCC SIDEWALK (OUTSIDE OF CURB RAMP AREA) shall be per the Contract unit price per square foot, and shall include furnishing all labor, materials, tools, equipment, transportation, and incidentals for performing all work involved in this section, complete and in place, as shown in the Plans and in accordance with the Contract Documents.

Payment for CONSTRUCT ADA-COMPLIANT PCC CURB RAMP PER SPPWC STD. PLAN 111-5, CASE A, TYPE 3 shall be per the Contract unit price per each, and shall include furnishing all labor, materials, tools, equipment, transportation, utility box adjustment to grade and incidentals for performing all work involved in this section, complete and in place, as shown in the Plans and in accordance with the Contract Documents.

Payment for CONSTRUCT ADA-COMPLIANT PCC CURB RAMP PER SPPWC STD. PLAN 111-5, CASE A, TYPE 4 shall be per the Contract unit price per each, and shall include furnishing all labor, materials, tools, equipment, transportation, utility box adjustment to grade and incidentals for performing all work involved in this section, complete and in place, as shown in the Plans and in accordance with the Contract Documents.

Payment for CONSTRUCT ADA-COMPLIANT PCC CURB RAMP PER SPPWC STD. PLAN 111-5, CASE A, TYPE 6 shall be per the Contract unit price per each, and shall include furnishing all labor, materials, tools, equipment, transportation, manhole adjustment to grade and incidentals for performing all work involved in this section, complete and in place, as shown in the Plans and in accordance with the Contract Documents.

Payment for CONSTRUCT ADA-COMPLIANT PCC CURB RAMP PER SPPWC STD. PLAN 111-5, CASE B, TYPE 2 shall be per the Contract unit price per each, and shall include furnishing all labor, materials, tools, equipment, transportation, utility box adjustment to grade and incidentals for performing all work involved in this section, complete and in place, as shown in the Plans and in accordance with the Contract Documents.

There shall be no separate payment for removal of curb or curb and gutter adjacent to an existing access ramp; all costs thereto shall be considered included in the Contract unit prices for the items of work for which the removal is required.

There shall be no separate payment for adjusting miscellaneous facilities to grade outside of curb ramp area; all costs thereto shall be considered included in the Contract unit prices for the items of work for which the adjustment is required.

There shall be no separate payment for adjusting miscellaneous facilities to grade within access ramps; all costs thereto shall be considered included in the Contract unit prices for the items of work for which the adjustment is required.

Add the following subsections:

**303-9 CONCRETE GRINDING.**

**303-9.1 General.**

Where PCC is shown on the plans to be grinded, the existing surface shall be grinded to remove concrete lip and shall have a neat finish across the grinded section.

Any area of excess concrete grinding shall be removed and replaced to the satisfaction of the Engineer. No over grinding will be allowed; any found shall be corrected at the Contractors

expense.

**303-9.2 Measurement and Payment.**

Payment for GRIND EXISTING SIDEWALK, CURB, OR DRIVEWAY shall be per Contract unit price per lineal foot, and shall include furnishing all labor, materials, tools, equipment, transportation, and incidentals for performing all work involved in this section, complete and in place, as shown in the Plans and in accordance with the Contract Documents.

**SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS.**

**314-1 GENERAL.**

Replace the last paragraph with the following:

Crosswalk and stop bar shall be thermoplastic.

**314-2 REMOVAL OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.**

**314-2.1 General.**

Replace the first paragraph with the following:

Striping and markings shall be removed by wet sandblasting and all sand shall be removed without delay as the sandblasting operation progresses. All sand blasted asphalt pavement shall be sealed with an asphalt emulsion (SS-1H Emulsified Asphalt). The Contractor shall remove and replace any new construction work that has been altered by graffiti markings and blemishes at no additional cost to the City.

**314-2.3 Payment**

Replace the entire subsection with the following:

Payment for REMOVE PAVEMENT MARKINGS shall be included in the various items of work and shall include furnishing all labor, materials, tools, equipment, transportation, and incidentals for performing all work involved in this section complete and in place, as shown in the Plans and in accordance with the Contract Documents.

**314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.**

**314-4.4.6 Payment.**

Replace the entire subsection with the following:

Payment for INSTALL CROSSWALK AND STOP BAR shall be included in the various items of work and shall include furnishing all labor, materials, tools, equipment, transportation, and incidentals for performing all work involved in this section complete and in place, as shown in the Plans and in accordance with the Contract Documents.

## **PART 4 – EXISTING IMPROVEMENTS**

### **SECTION 400 – PROTECTION AND RESTORATION.**

Add the following subsections:

#### **400-4 TREES.**

The Contractor shall take care to protect all trees not approved for removal by the Engineer.

There shall be no separate payment for protection of existing trees; all costs thereto shall be considered included in the Contract unit prices for the items of work for which the protection is required.

#### **400-5 SIGN POST.**

Contractor shall remove existing sign post from parkway when shown on plans to be removed by excavating to a depth necessary to remove the post and any existing foundation or anchoring assembly. Contractor shall protect and store the existing post and signs for reinstallation.

Contractor shall install a new anchoring assembly and reinstall the existing post with signs.

Contractor shall obtain approval by the Engineer of sign placement before permanently installing the new post. All signs and posts shall be reset the same day as the existing signs and posts are removed.

The bottom of the lowest sign shall be 7 feet above the sidewalk, if applicable. The lowest sign can be lower if in the parkway as approved by the Engineer.

Payment for REMOVE, PROTECT, AND REINSTALL SIGN POST AND SIGNS shall be included in the various items of work and shall include furnishing all labor, materials, tools, equipment, transportation, and incidentals for performing all work involved in this section complete and in place, as shown in the Plans and in accordance with the Contract Documents. Price shall additionally include storage of sign(s) and post during the time between removal and reinstallation.

### **SECTION 401 – REMOVAL.**

#### **401-3 CONCRETE AND MASONRY IMPROVEMENTS.**

Add the following subsections:

#### **401-8 TREES.**

The Contractor shall notify the Public Works Inspector 48 hours prior to beginning any work performed under this specification.

The Contractor shall notify all affected property owners, in writing, of the proposed construction 72 hours prior to beginning any work. The notification shall be in the form of fliers. The City Construction Notice Template is attached in Exhibit C; template shall be modified by the Contractor and sent to the Engineer for review and approval. Contractor shall distribute notices to residents and commercial establishments affected by the construction once approved by the

Engineer.

The Contractor shall be responsible for the removal of any trees adjacent to repair, removal, and/or replacement sites which, in the opinion of the City, require root loss that would mortally wound the tree, or result in destabilizing the tree to an unacceptable level.

Where a tree to be removed in close proximity to an overhead utility line or guy line, extreme caution shall be taken to avoid damage to these lines. Any damage that does occur shall be promptly reported to the City Police Department, and to the utility company that is involved. The cost of repair of the damage will be at the Contractor's expense.

If damage occurs to any adjacent shrubs or trees that are to remain, immediate treatment or necessary replacement of same type of shrubs or trees shall be carried out under the direction of the City at the Contractor's expense.

Where shown on the Plans, or as requested by the Engineer, tree removal shall consist of notifications; cutting and complete removal of the tree stump, branches, and large roots (those with a diameter larger than one inch) to a minimum depth of 24 inches from top of curb; excavation; hauling; disposal; backfill; and restoration of removal area. Stump grindings will be removed and replaced with Class A topsoil to grade within the tree well or parkway.

Payment for REMOVE TREE shall be per the Contract unit price per each, and shall include furnishing all labor, materials, tools, equipment, transportation, and incidentals for performing all work involved in this section, complete and in place, as shown in the Plans and in accordance with the Contract Documents.

## **PART 6 – TEMPORARY TRAFFIC CONTROL**

### **SECTION 600 – ACCESS.**

#### **600-1 GENERAL.**

Add the following:

Access to street intersections, public and private parking lots, commercial businesses, residences, and other public and private properties shall be maintained at all times. At least 72 hours in advance of commencing any work that may affect the access to private properties, the Contractor shall provide construction notices to adjacent residential properties, and commercial establishments. The Construction Notice template (attached on “Exhibit C Construction Notice Template”) shall be modified by the Contractor and sent to the engineer for review and approval. The Contractor shall distribute notices to residents and commercial establishments affected by construction once approved by the Engineer. Vehicular access to and from commercial and residential driveways and parking lots shall be maintained at all times, except when performing items of work which cannot be accomplished without access restriction.

When access must be restricted, as determined by the Engineer, it shall occur only for the time period required to accomplish the particular item of work.

Modifications to traffic control shall be performed to correct any deficiencies in traffic flow (vehicular, bicycle, pedestrian, etc.) as deemed necessary by the Engineer or Public Works Inspector.

All traffic lanes shall be open for public use on the days and at the times specified below:

1. Saturdays, Sundays, and legal holidays: from 12:00 a.m. to 11:59 p.m.
2. Fridays and any day preceding a legal holiday: from 5:00 a.m. to 11:59 p.m.
3. All days not covered in 1 and 2 above: 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 6:00 p.m.
4. Non-construction hours: all hours when the Contractor's employees are not physically present at the construction site actively performing Contract work.
5. In the vicinity of any Elementary or Middle School, the Contractor shall determine arrival and departure times of said school and shall provide for adequate traffic control for any school age pedestrian and/or bicycle routes to the school during the arrival and departure periods. The submittal of traffic control plans shall include arrival and departure times for each school. At no time will traffic control be allowed in the immediate vicinity so as to cause a hazard to a school pedestrian crosswalk during arrival and departure time periods.

On those days and hours when closure of traffic lanes is not prohibited under the provisions of the preceding subparagraph A, no more than one lane may be closed at any time during construction hours. During any lane closure, Type II flashing arrow boards shall be used in accordance with the most recent Edition of the Manual on Uniform Traffic Control Devices (MUTCD), the California Supplement to the MUTCD hereinafter referred as CAMUTCD issued by the State of California.

## **SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES.**

### **601-1 GENERAL.**

Replace the first paragraph with the following:

All work required for maintaining and controlling traffic shall conform to the most recent Edition of the Manual on Uniform Traffic Control Devices (MUTCD), the California Supplement to the MUTCD hereinafter referred as CAMUTCD issued by the State of California, Department of Transportation (Caltrans), and the "Work Area Traffic Control Handbook," published by Building News, Inc.

Add the following:

All construction work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular, bicycle and pedestrian traffic.

The Contractor shall be responsible for the protection of vehicular, bicycle and pedestrian traffic until the work called for in the Plans, the Standard Specifications, and Special Provisions have been accepted by the Engineer.

The Contractor shall notify the Engineer of intent to begin work following notice to proceed before work is to begin. The Contractor shall cooperate with the Engineer relative to handling traffic through the area and shall make all arrangements relative to keeping the working area clear of parked vehicles.

Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way nor on any section where traffic is restricted at any time.

During any period when two-way traffic is not provided, as approved by the engineer, the Contractor shall employ flaggers to control traffic through the construction zone.

The Contractor shall notify the Engineer of any operation that will affect two-way flow of traffic more than five minutes for every half hour of working time, at least two working days in advance of such operation. Submitted traffic control plans must be signed/stamped by a licensed Traffic Engineer.

If the Contractor fails to maintain and control traffic at any time during the construction period such that the safety to public vehicular, bicycle and/or pedestrian traffic is compromised in any way in the opinion of the Engineer or the City Police Department, the City will require the Contractor to stop work and open all traffic lanes, or immediately modify the traffic control plan, subject to approval by the City, to ensure that the unsafe situation is corrected. If, due to the nature of the work, it is impossible to open all traffic lanes, or the Contractor is unable to immediately modify the traffic control plan to restore safe and adequate traffic control, the City may mobilize emergency forces to re-establish adequate and safe traffic control. The emergency forces may include Police Department, Maintenance Services Division, Engineering Division, Contractors or consultants hired by the City or other personnel as required to re-establish adequate and safe traffic control.

The Contractor shall pay for the full and complete time and material cost for any emergency response by City forces and firms hired by the City as described herein. This payment shall be in addition to the liquidated damages provided for in Section 6-9 of these specifications. Contractor agrees to pay such costs as provided for in this paragraph, and in case the same are not paid, Contractor agrees that City may deduct the amount of such costs from any money that is due or that may be due the Contractor under the Contract. The Contractor shall not be entitled to any delay claims for work stopped by the City in order to correct an unsafe traffic condition, regardless of whether traffic control was set up in accordance with an approved traffic control plan.

**601-3.5 Signs and Signage.**

**601-3.5.1 General.**

Replace the entire subsection with the following:

Signs shall conform to the most recent Edition of the Manual on Uniform Traffic Control Devices (MUTCD), the California Supplement to the MUTCD hereinafter referred as CAMUTCD issued by the State of California, Department of Transportation (Caltrans), and the "Work Area Traffic Control Handbook," published by Building News, Inc. Each sign shall consist of a base, standard or framework, and a sign panel. Sign units shall be capable of being delivered to the work site and placed into immediate operation.

Signs shall include all temporary signs required for the direction of traffic through or around the work site. Sign placement shall conform to the documents listed above and the Traffic Control Plan.

Advance warning signs shall be provided with orange warning flags in advance of temporary stop signs. Temporary stop signs are required any time a traffic signal is dark. Temporary stop signs shall be mounted at 7 feet high.

The Contractor shall post standard "NO PARKING" construction zone signs 72 hours prior to construction, not more than 50 feet apart within the work area, showing the date and time of construction. "NO PARKING" signs are to have the language "By order of the H.B.P.D. 318-0360 CVC 22658 / HBMC 10.32.220 & 10.12.040" on the signs. Signs can be obtained from the City.

**601-3.5.2 Payment.**

Replace the entire subsection with the following:

Payment for temporary traffic control signs and signage shall be made per the Contract bid price for TRAFFIC CONTROL on a lump sum basis and shall include furnishing all labor, materials, tools, equipment, transportation, and incidentals for performing all work involved in this section, complete and in place, as shown in the Plans and in accordance with the Contract Documents. Should the Engineer require any modifications to the traffic control, such changes shall be implemented at no additional cost to the City.

**601-3.6 Channelizing Devices.**

**601-3.6.1 General.**

Add the following:

Channeling devices shall be spaced as necessary for proper delineation; however, in no case shall the spacing between portable delineators exceed 25 feet on tangents or 10 feet on curves.

Fluorescent traffic cones shall be 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 cone shall be a highly pigmented fluorescent orange polyvinyl compound. The overall height of the cone shall be at least 28 inches. The base shall be of sufficient weight and size or shall be anchored in a manner such that the traffic cone will remain in an upright position.

The fluorescent traffic cones shall be spaced as necessary for proper delineation; however, in no case shall the spacing between fluorescent traffic cones exceed 25 feet on tangents or 10 feet on curves.

Only one type of channelizing device shall be used at any one time.

Channelizing devices shall be placed at all locations shown on the Traffic Control Plan and at such locations as directed by the Engineer.

Channelizing devices shall be left in place at their designated locations, maintained, repaired, and replaced as required until their removal is approved by the Engineer.

If the channelizing devices are damaged, or are not in an upright position, for any reason, said devices shall immediately be replaced, or restored to their original locations in an upright position, by the Contractor, 24 hours per day, 7 days per week for as long as required by the City.

Payment for temporary traffic channelizing devices shall be made per the Contract bid price for TRAFFIC CONTROL on a lump sum basis and shall include furnishing all labor, materials, tools, equipment, transportation, and incidentals for performing all work involved in this section, complete and in place, as shown in the Plans and in accordance with the Contract Documents. Should the Engineer require any modifications to the traffic control, such changes shall be implemented at no additional cost to the City.

Add the following subsection:

**601-7 PAYMENT.**

Payment for TRAFFIC CONTROL shall be made on a lump sum basis and shall include furnishing all labor, materials, tools, equipment, transportation, and incidentals for performing all work involved in this section, complete and in place, as shown in the Plans and in accordance with the Contract Documents. Should the Engineer require any modifications to the traffic control, such changes shall be implemented at no additional cost to the City.

## **EXHIBIT "A" – SCHEDULE OF PERFORMANCE**

### **CDBG Project 602732-25 Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2 CIP NO. 626**

#### **SECTION 1. BEGINNING OF WORK, TIME OF COMPLETION**

1. Attention is directed to the provisions of Section 6-1 ("Construction Schedule and Commencement of the Work"), Section 6-1.1 ("Construction Schedule"), and Section 6-9 ("Liquidated Damages"), of the State Specifications, and these Provisions.
2. The Contractor shall complete work within twenty-five **(25)** working days after receiving the "Notice to Proceed".
3. The Contractor and its securities will pay the sum of one thousand two hundred dollars (\$1,200) as liquidated damages for each consecutive calendar day of delay in the performance of the work in this agreement and as shown on the plans.

## **EXHIBIT “B” – SOLID WASTE REPORTING**

### **CDBG Project 602732-25 Monterey Boulevard ADA Sidewalks & Access Ramps Cycle 2 CIP NO. 626**

#### **SOLID WASTE REPORTING**

Pursuant to the California Integrated Solid Waste Management Act of 1989, the City is required to report the amount of solid waste generated within the City and the disposal of that waste with the ultimate required goal of being a reduction of at least 50% in the amount of solid waste being disposed in landfills. To permit the City to comply with this State law, the Contractor is required to complete the Solid Waste Report form, a copy of which is included in these special provisions. The report includes a summary of the solid waste generated by the project, a summary of solid waste disposed of at class III landfills and a summary of solid waste diverted from disposal through recycling and re-use. The Contractor may use a self-generated report format that includes all of the information included on the City form.

The report shall be filed with the City after project completion and prior to final payment. If the project time span includes more than one calendar year, a separate report is required for the solid waste in each calendar year. A report for a calendar year that does not coincide with project completion shall be filed with the City on or before January 31<sup>st</sup>.

Supporting documents to be submitted with the report shall include legible copies of weigh tickets, receipts, or invoices that specifically identify the job site location that generated the waste materials. If materials are taken to a location where weigh tickets, receipts, or invoices are not available, the Contractor shall provide the documentation on its own company letterhead.

The Contractor is encouraged to divert solid waste from disposal at landfills through recycling and re-use when possible while maintaining compliance with all other Contract specifications and special provisions.

**Contractor's Construction and Demolition  
Waste Diversion Reporting Form**

Job Site Address (where waste was generated): \_\_\_\_\_

City Permit No.: \_\_\_\_\_

Material	Name of Facility/Site Where Taken	Disposal	Aggregate	Recycled or Reused				
				Alternative landfill	Compost	Engineered Fill	Mulch	Other
				Tons	Tons	Tons	Tons	Tons
ASPHALT								
CONCRETE								
DIRT								
GREEN WASTE								
METAL								
OTHER SEGREGATED MATERIALS(Describe)								
ROCKS								
WOOD								
MIXED WASTE								
OTHER CONSTRUCTION OR DEMOLITION WASTE								
TOTAL								
COMPANY NAME:					DATE OF REPORT:			

**EXHIBIT “C” – CONSTRUCTION NOTICE TEMPLATE**

(Next Page)



# CONSTRUCTION NOTICE

CIP **XXX** – **Project Name**

## When

Start: **Date** through **Date**

## Where

Detailed extents of work as shown on map below

## Work Hours

Mon. – Fri., 8 a.m. - 6p.m.

## Community Impact

- Temporary sidewalk closures
- Temporary lane closures
- Temporary alley closures
- Intermittent loud construction noises (especially during demolition)
- Minimal dust or smell

## Contact

(Contractor)

**Foreman Name & contact**

**Cell:**

**Email:**

City of Hermosa Beach (Project Manager)

**Name**

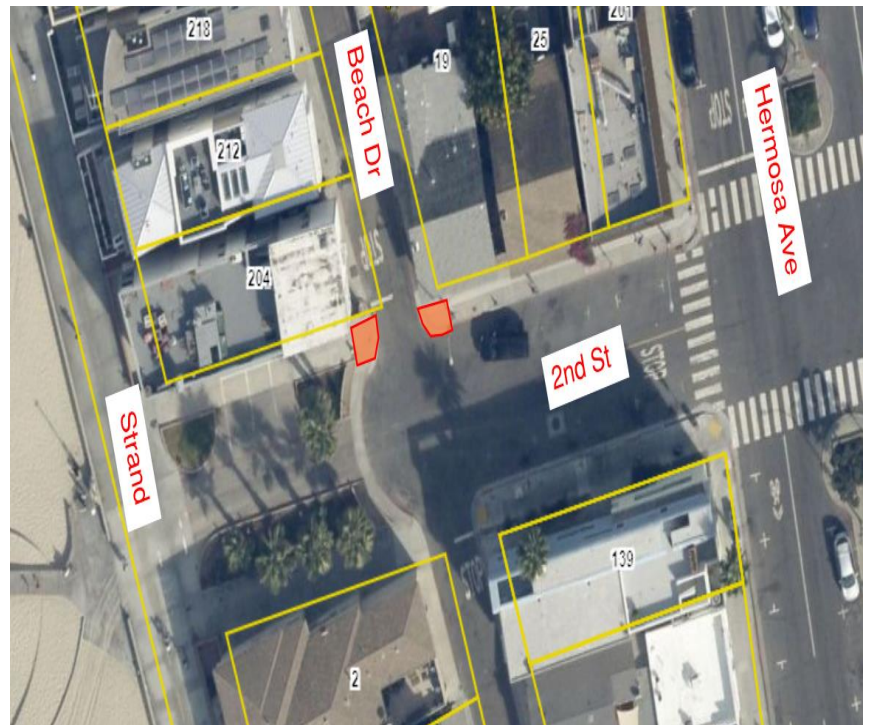
**Cell:**

**Email:**

## Work Description

This project will include:

- Detailed scope of work with general locations including quantities (number of curb ramps, square feet of sidewalk, linear feet of pipeline) installed.
- Work location map as shown below with streets clearly labeled and work area clearly shown

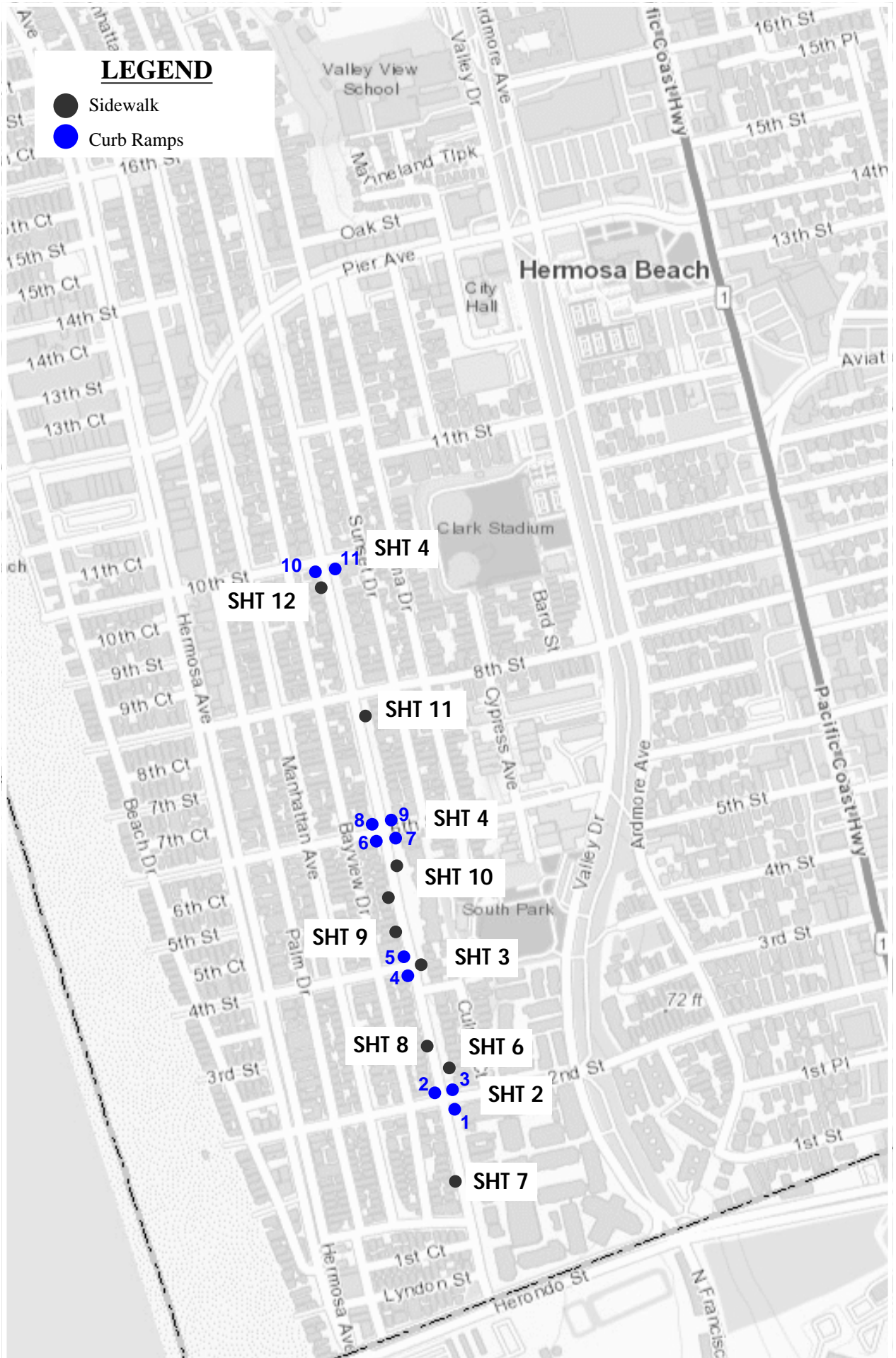


**CDBG Project 602732-25**  
**Monterey Boulevard ADA Sidewalks & Access Ramps**  
**CIP NO. 626**

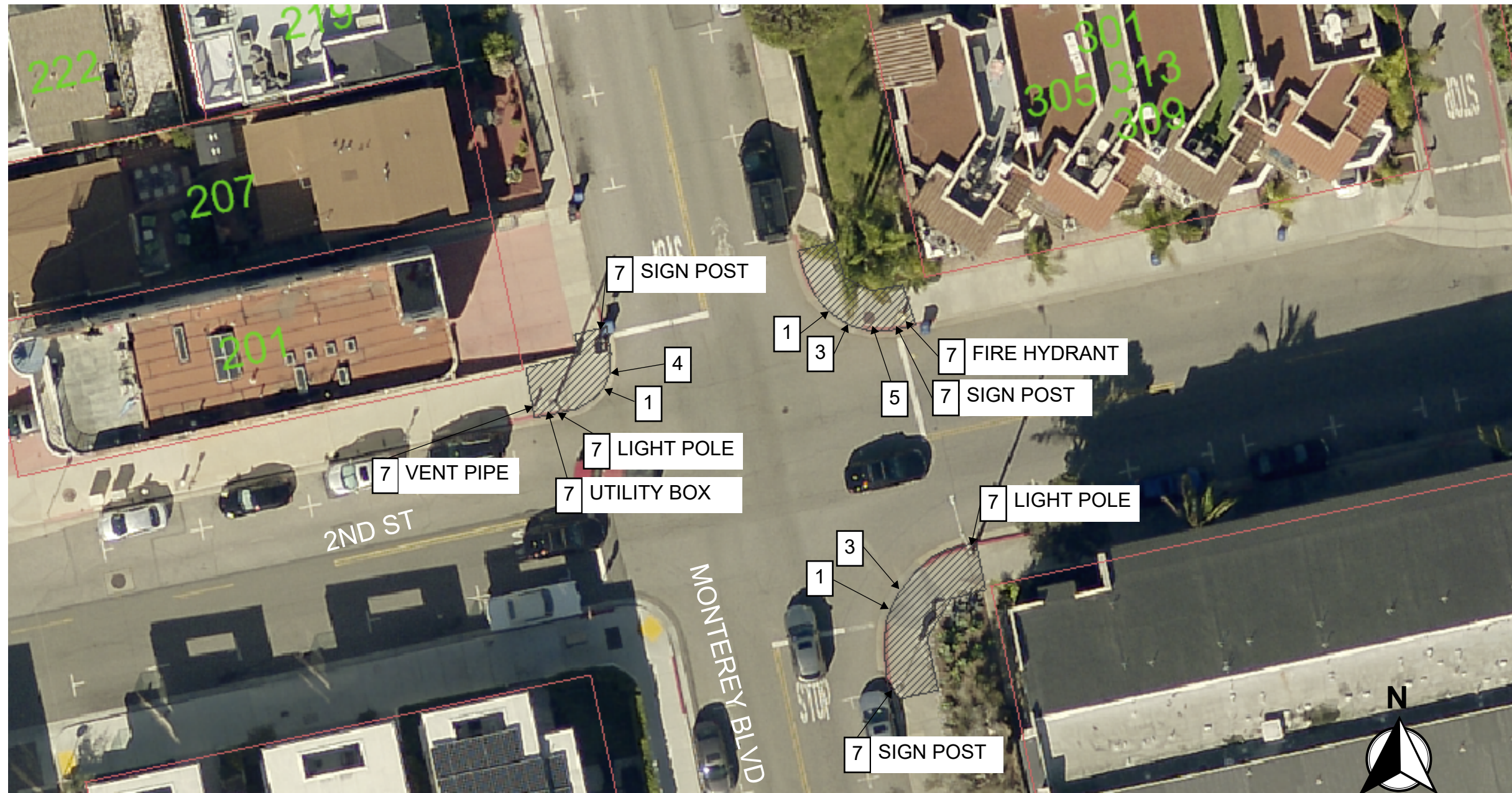
**APPENDIX A**

**SIDEWALK AND CURB RAMPS**  
**LOCATIONS**

# LOCATION OVERVIEW



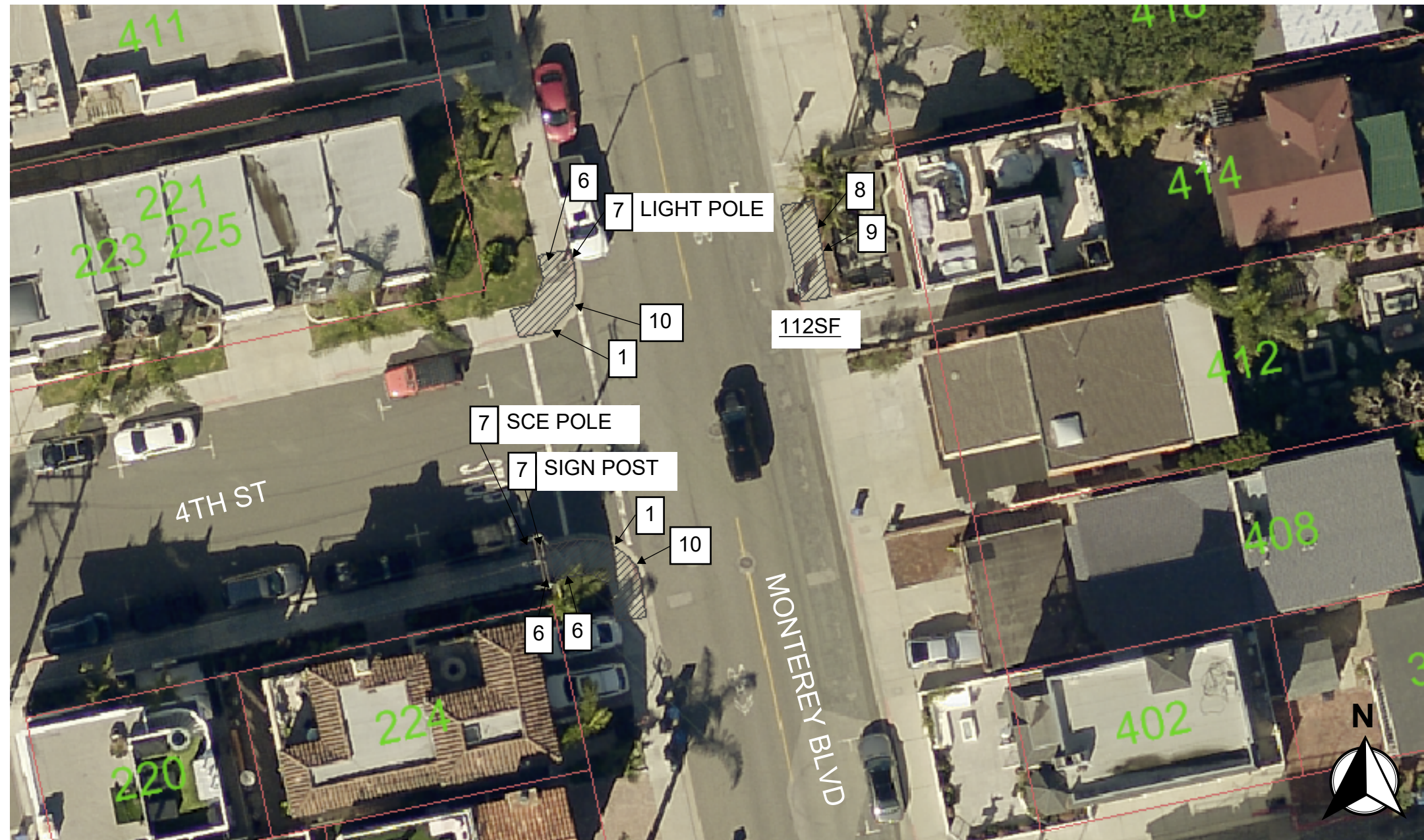
# Monterey Boulevard and 2nd Street, Hermosa Beach, CA 90254



## **CONSTRUCTION NOTES**

- 1 REMOVE EXISTING CURB RAMP
- 3 CONSTRUCT ADA COMPLIANT PCC CURB RAMP PER SPPWC STD PLAN 111-5, CASE A, TYPE 6
- 4 CONSTRUCT ADA COMPLIANT PCC CURB RAMP PER SPPWC STD PLAN 111-5, CASE B, TYPE 2
- 5 ADJUST SEWER MANHOLE TO GRADE
- 7 PROTECT IN PLACE

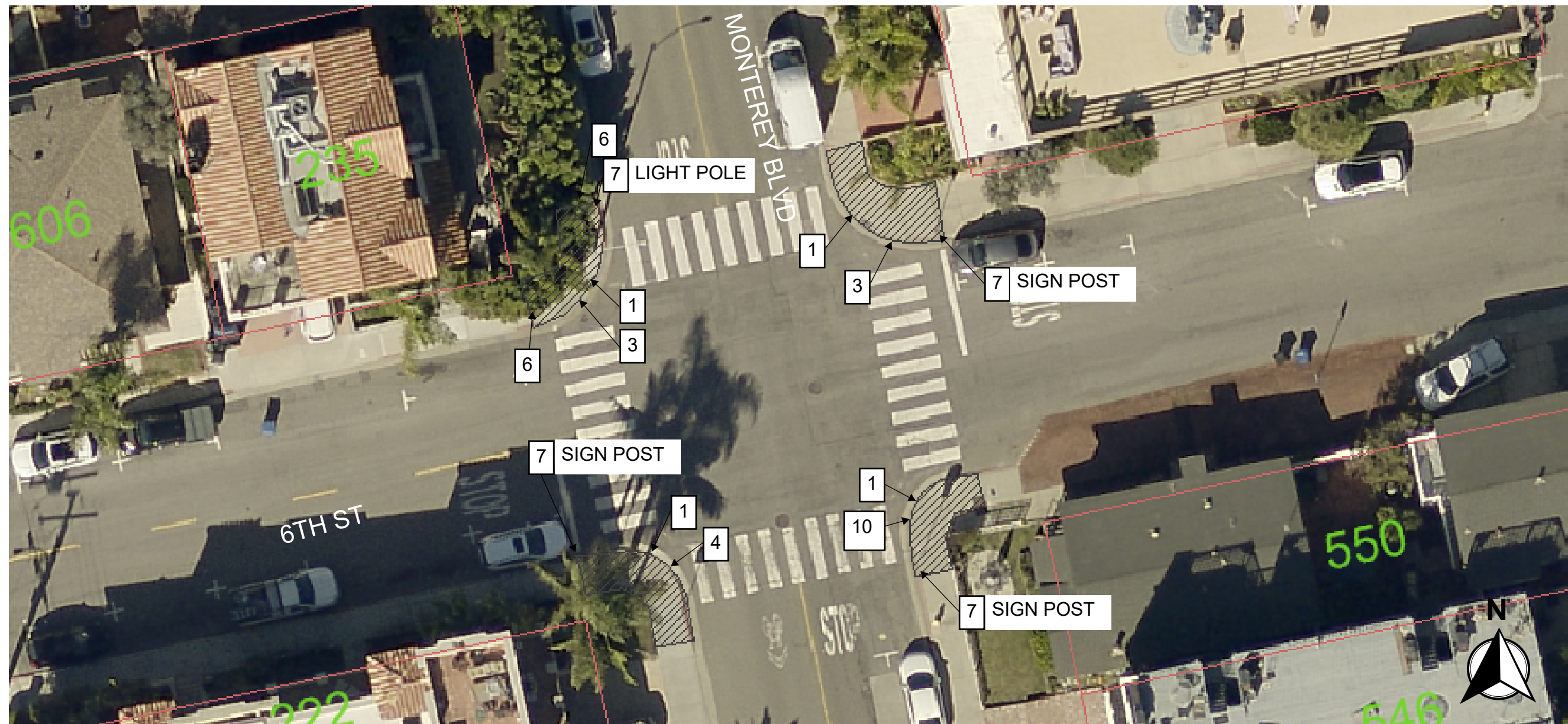
# Monterey Boulevard and 4th Street, Hermosa Beach, CA 90254



## **CONSTRUCTION NOTES**

- 1 REMOVE EXISTING CURB RAMP
- 6 ADJUST UTILITY COVER TO GRADE
- 7 PROTECT IN PLACE
- 8 REMOVE EXISTING SIDEWALK
- 9 CONSTRUCT 4" PCC SIDEWALK. MATCH EXISTING.
- 10 CONSTRUCT ADA COMPLIANT PCC CURB RAMP PER SPPWC STD PLAN 111-5, CASE A, TYPE 4

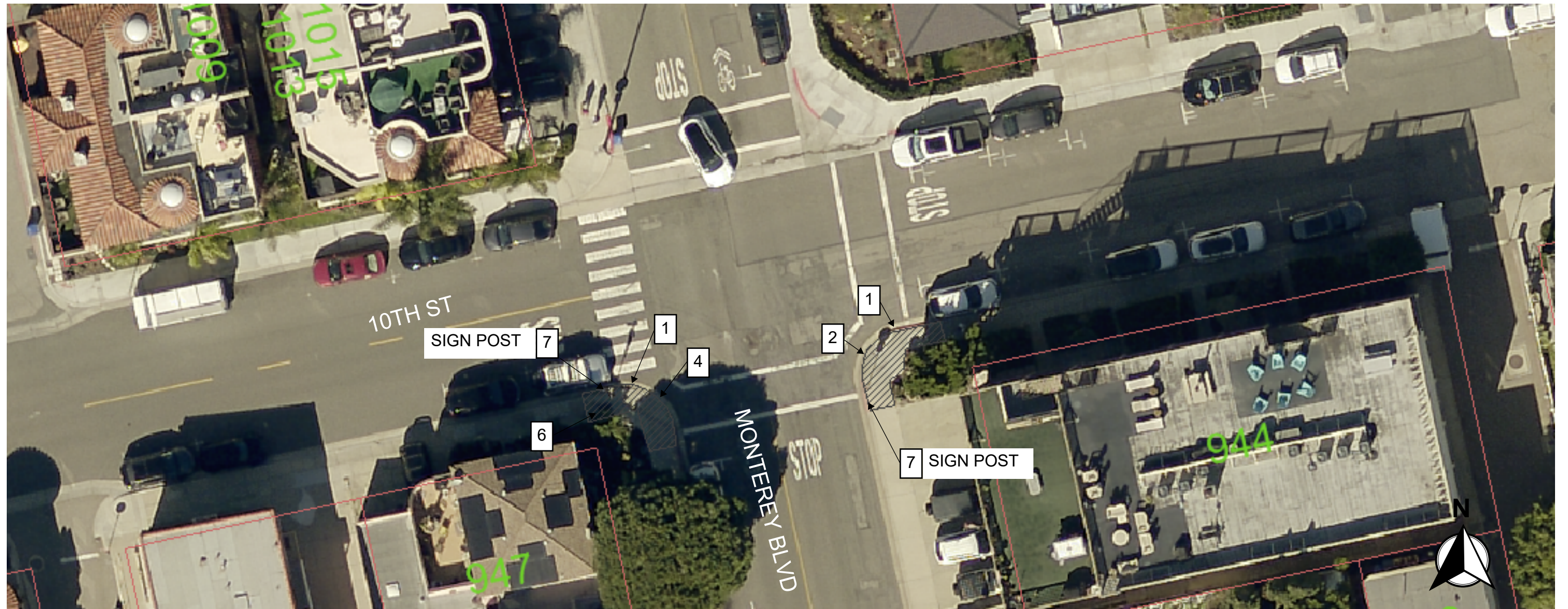
# Monterey Boulevard and 6th Street, Hermosa Beach, CA 90254



## **CONSTRUCTION NOTES**

- 1 REMOVE EXISTING CURB RAMP
- 3 CONSTRUCT ADA COMPLIANT PCC CURB RAMP PER SPPWC STD PLAN 111-5, CASE A, TYPE 6
- 4 CONSTRUCT ADA COMPLIANT PCC CURB RAMP PER SPPWC STD PLAN 111-5, CASE B, TYPE 2
- 6 ADJUST UTILITY COVER TO GRADE
- 7 PROTECT IN PLACE
- 10 CONSTRUCT ADA COMPLIANT PCC CURB RAMP PER SPPWC STD PLAN 111-5, CASE A, TYPE 4

# Monterey Boulevard and 10th Street, Hermosa Beach, CA 90254



## **CONSTRUCTION NOTES**

- 1 REMOVE EXISTING CURB RAMP
- 2 CONSTRUCT ADA COMPLIANT PCC CURB RAMP PER SPPWC STD PLAN 111-5, CASE A, TYPE 3
- 4 CONSTRUCT ADA COMPLIANT PCC CURB RAMP PER SPPWC STD PLAN 111-5, CASE B, TYPE 2
- 6 ADJUST UTILITY COVER TO GRADE
- 7 PROTECT IN PLACE

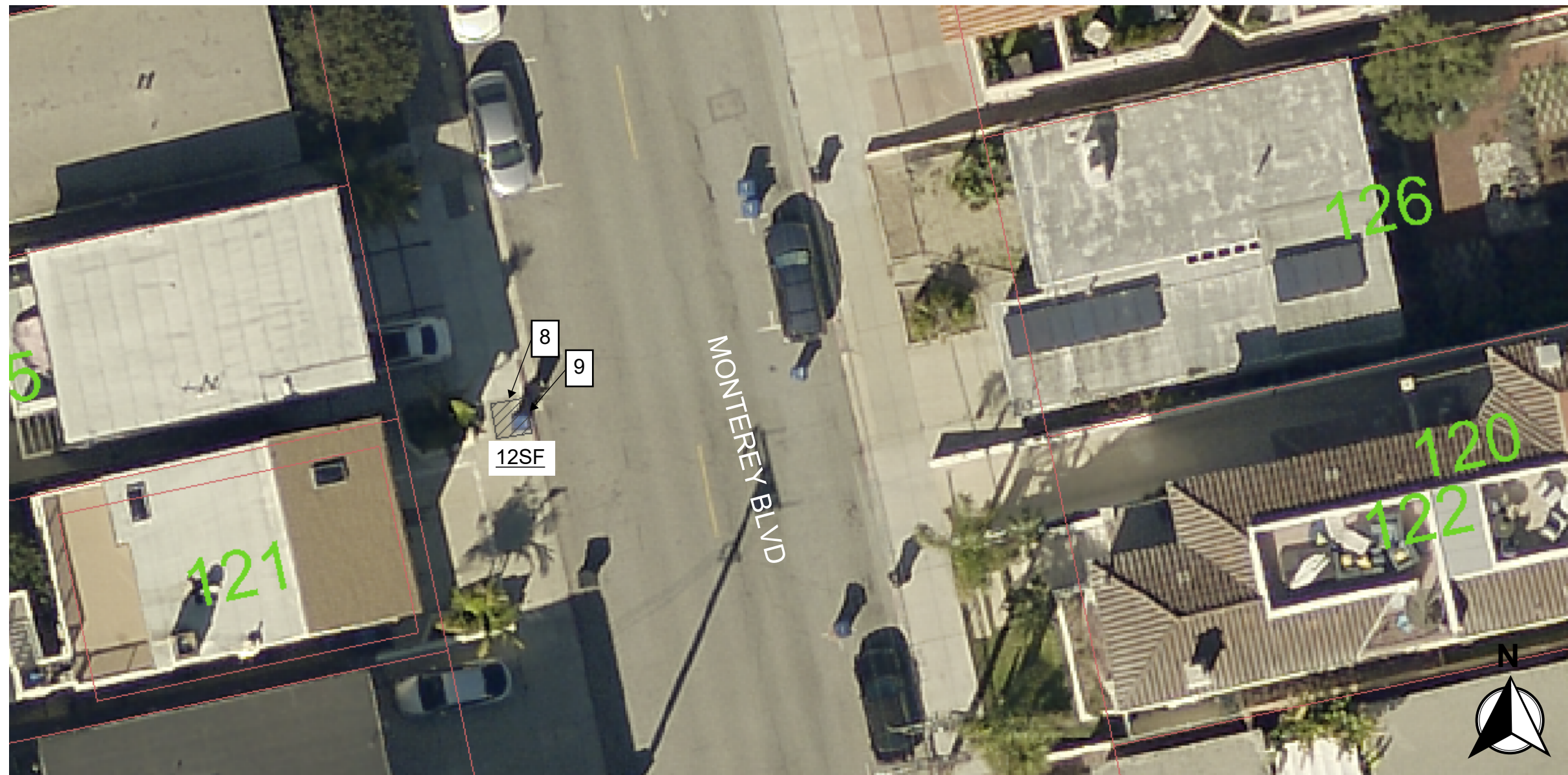
# 301 2nd Street, Hermosa Beach, CA 90254



## CONSTRUCTION NOTES

- 8 REMOVE EXISTING SIDEWALK
- 9 CONSTRUCT 4" PCC SIDEWALK. MATCH EXISTING.

# 121 Monterey Boulevard, Hermosa Beach, CA 90254



## CONSTRUCTION NOTES

- 8 REMOVE EXISTING SIDEWALK
- 9 CONSTRUCT 4" PCC SIDEWALK. MATCH EXISTING.

# 309 Monterey Blvd, Hermosa Beach, CA 90254



## CONSTRUCTION NOTES

- 8 REMOVE EXISTING SIDEWALK
- 9 CONSTRUCT 4" PCC SIDEWALK. MATCH EXISTING.

# 435 Monterey Blvd, Hermosa Beach, CA 90254



## CONSTRUCTION NOTES

- 8 REMOVE EXISTING SIDEWALK
- 9 CONSTRUCT 4" PCC SIDEWALK. MATCH EXISTING.

# 446 & 515 Monterey Blvd, Hermosa Beach, CA 90254



## CONSTRUCTION NOTES

- 8 REMOVE EXISTING SIDEWALK
- 9 CONSTRUCT 4" PCC SIDEWALK. MATCH EXISTING.

# 726 Monterey Blvd, Hermosa Beach, CA 90254



## CONSTRUCTION NOTES

- 8 REMOVE EXISTING SIDEWALK
- 9 CONSTRUCT 4" PCC SIDEWALK. MATCH EXISTING.

# 947 Monterey Blvd, Hermosa Beach, CA 90254



## CONSTRUCTION NOTES

- 8 REMOVE EXISTING SIDEWALK
- 9 CONSTRUCT 4" PCC SIDEWALK. MATCH EXISTING.

**CDBG Project 602732-25**  
**Monterey Boulevard ADA Sidewalks & Access Ramps**  
**CIP NO. 626**

**APPENDIX B**

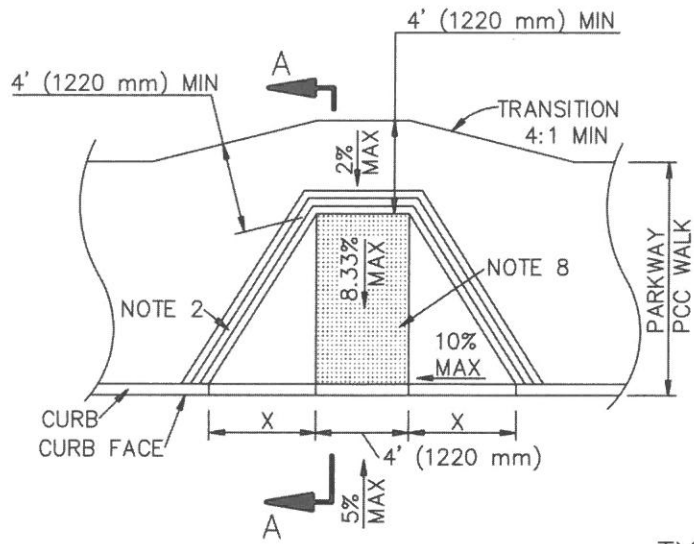
**CITYWIDE TRUCK ROUTE MAP**



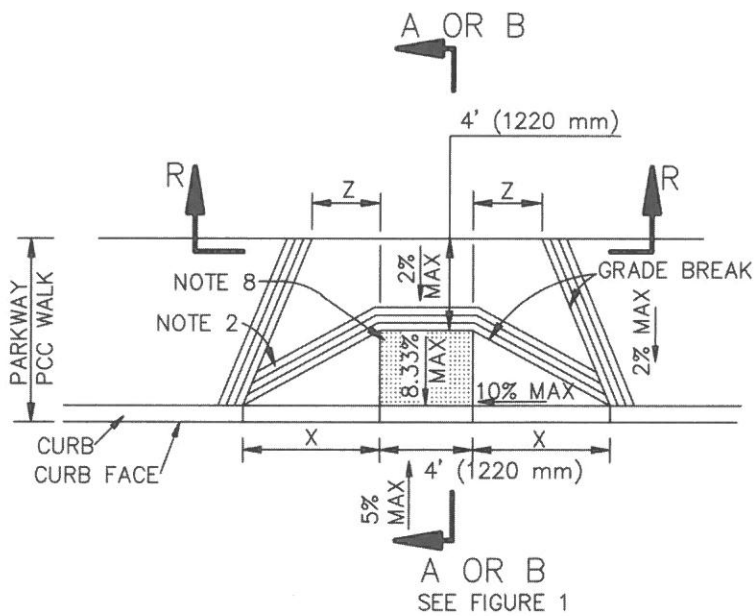
**CDBG Project 602667-23**  
**Valley Drive and Monterey Avenue ADA Sidewalks & Access Ramps**  
**CIP NO. 624**

**APPENDIX C**

**SPPWC STANDARD PLANS**



TYPE 1



TYPE 2

CASE A

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

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1992  
REV. 1996, 2000, 2005, 2009,  
2013

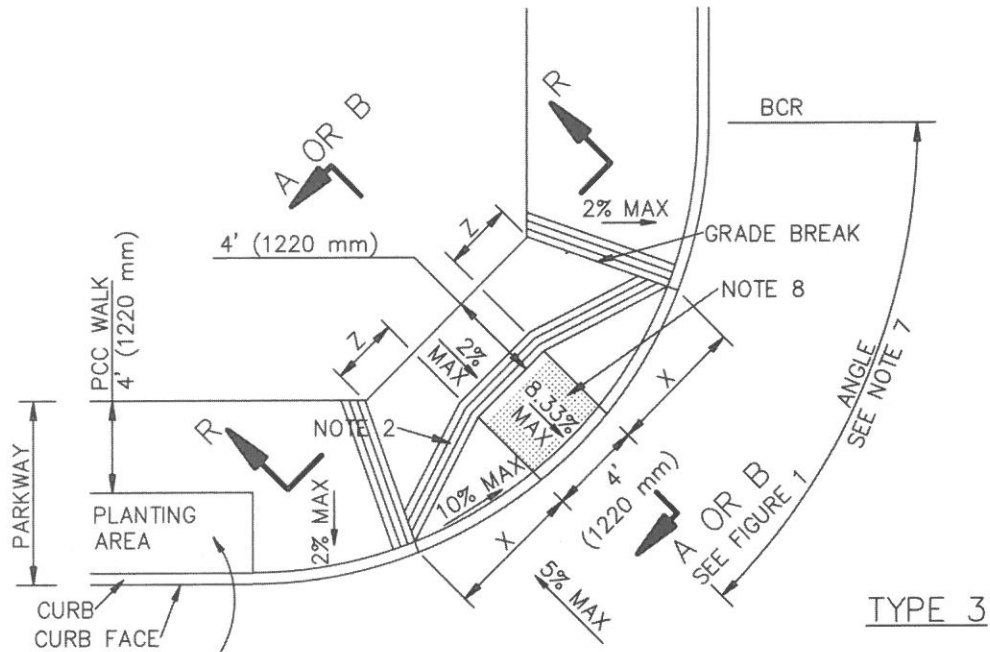
**CURB RAMP**

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

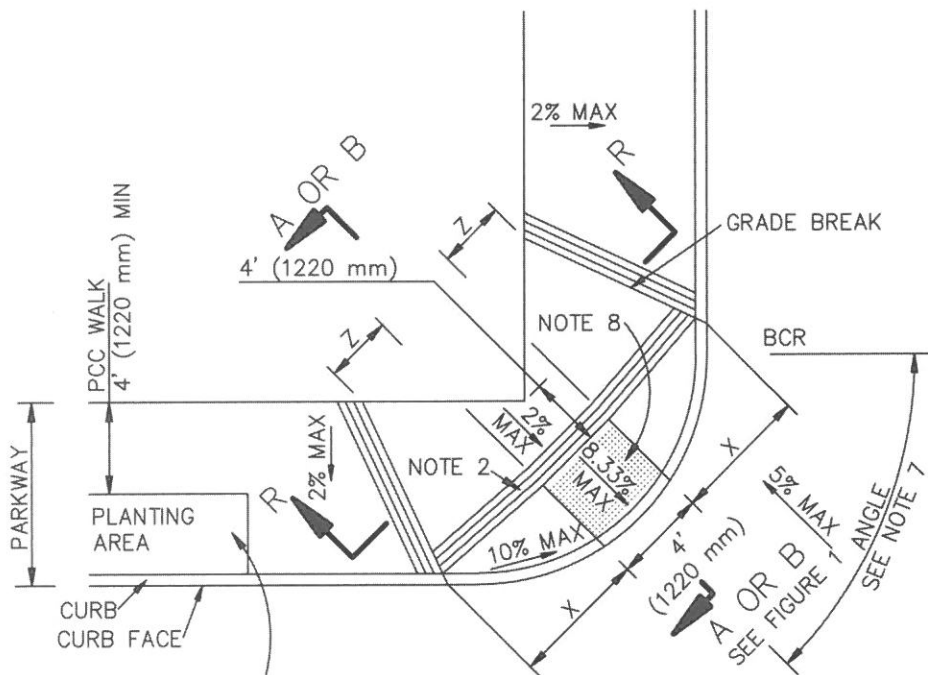
STANDARD PLAN

**111-5**

SHEET 1 OF 10



WHERE PLANTING AREA IS ADJACENT TO THE CURB RAMP, USE CASE A, TYPE 6

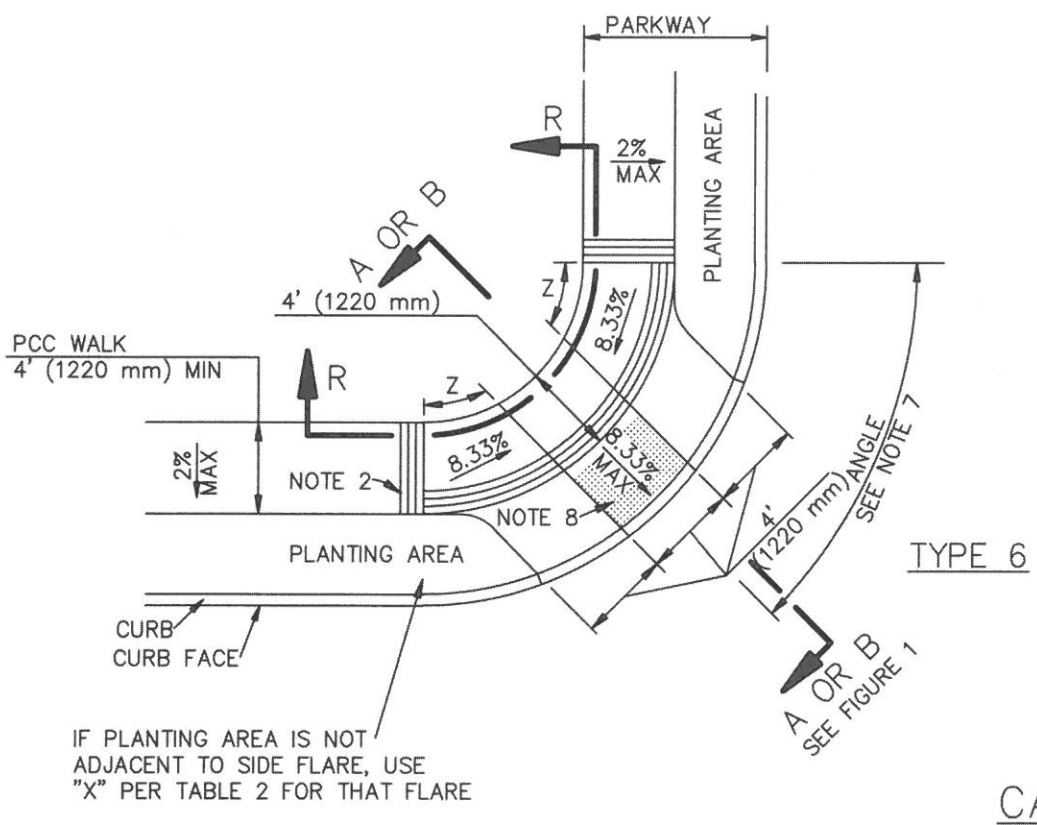
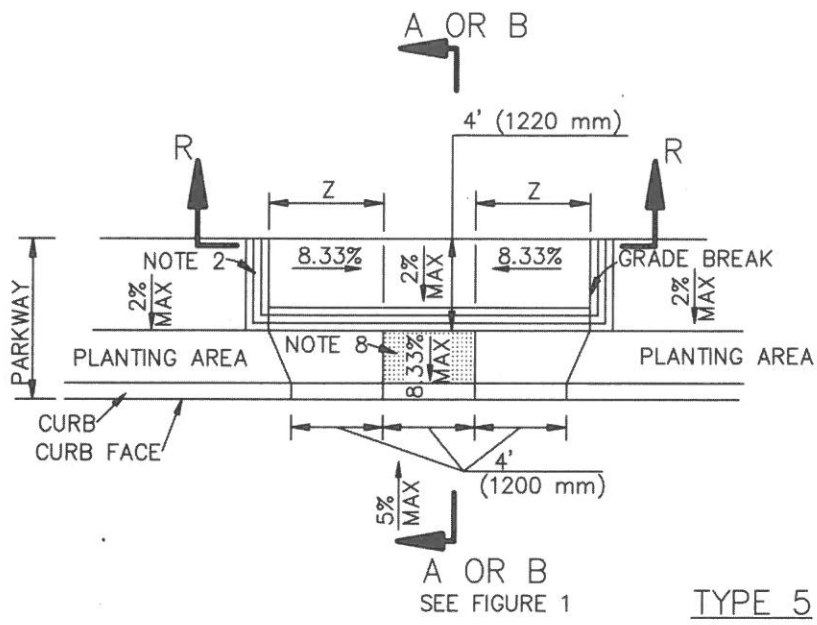


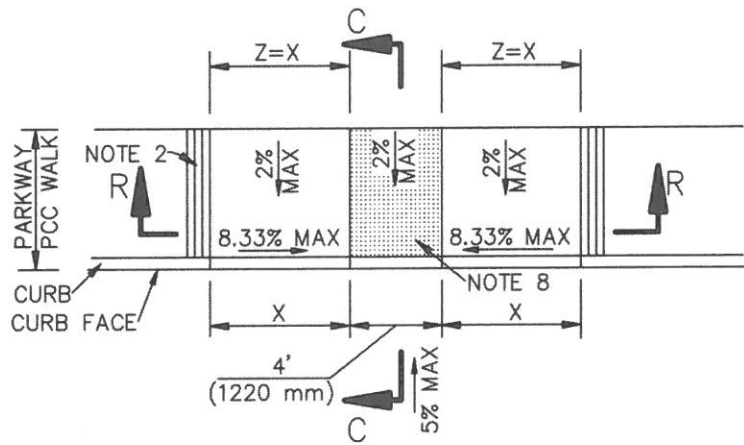
WHERE PLANTING AREA IS ADJACENT TO THE CURB RAMP, USE CASE A, TYPE 6

TYPE 3

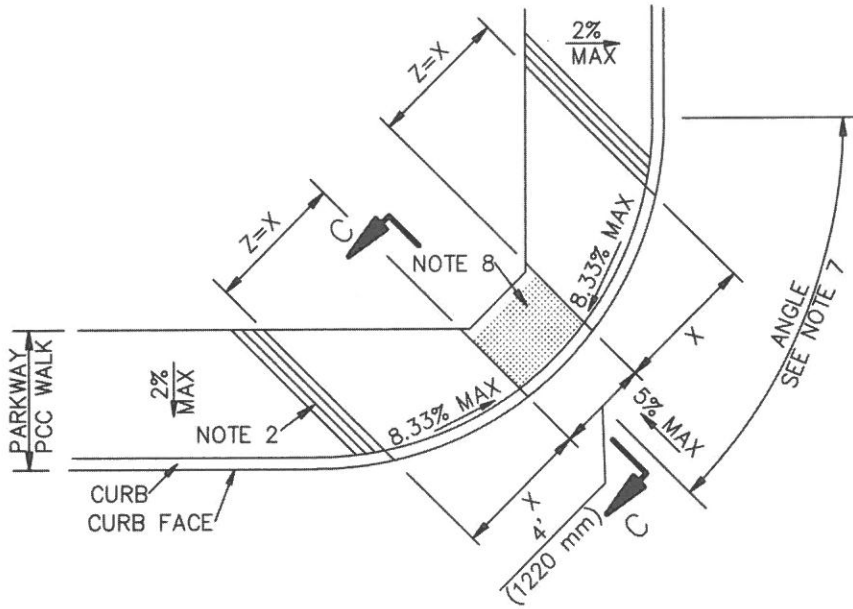
TYPE 4

CASE A





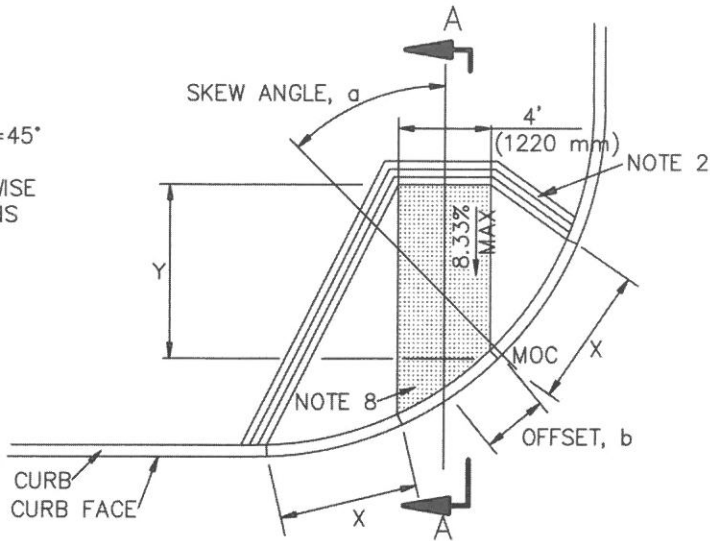
TYPE 1



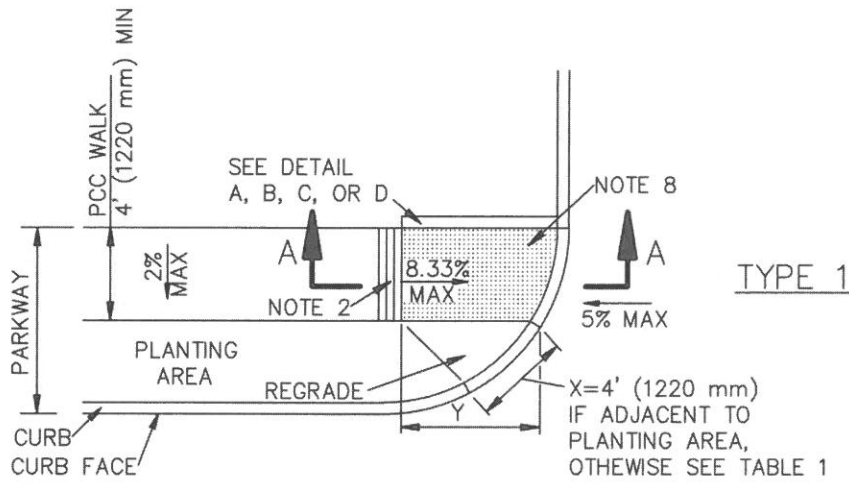
TYPE 2

CASE B

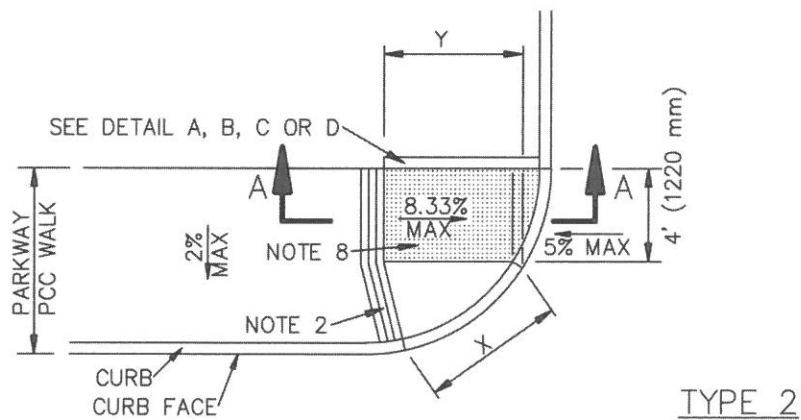
SKEW ANGLE  $\alpha=45^\circ$   
 OFFSET  $b=0$   
 UNLESS OTHERWISE  
 NOTED ON PLANS



CASE C

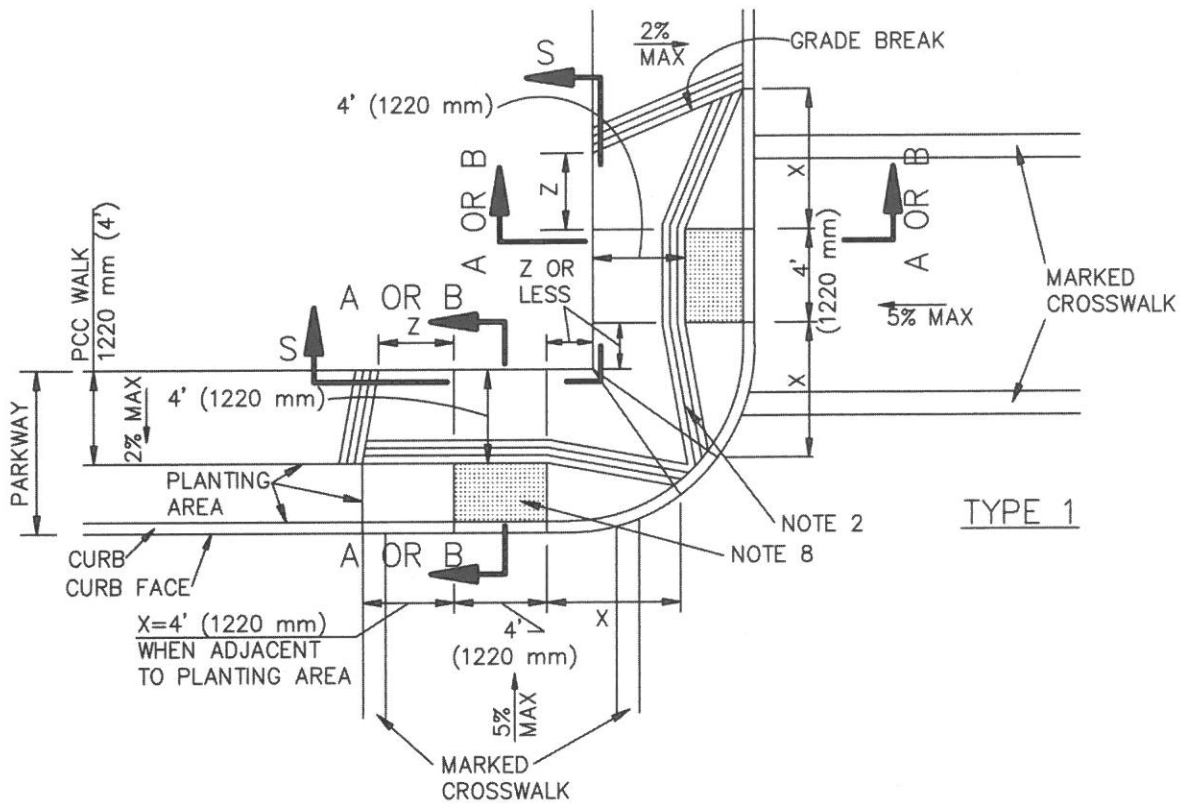


TYPE 1

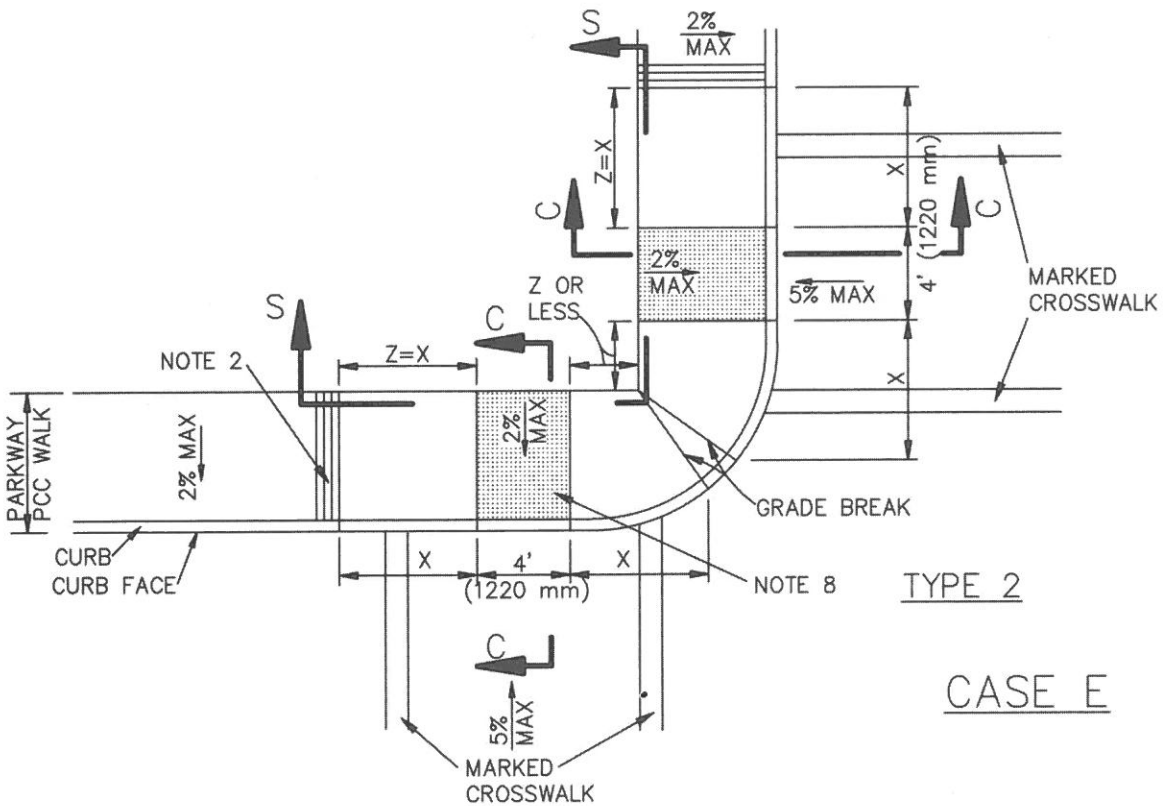


TYPE 2

CASE D

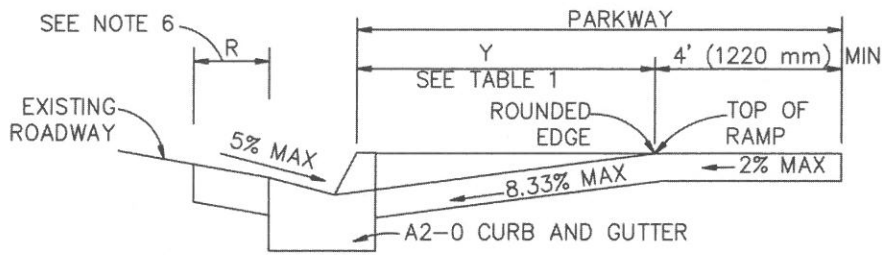


TYPE 1



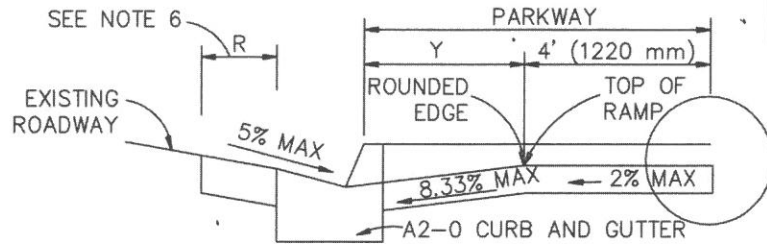
TYPE 2

CASE E

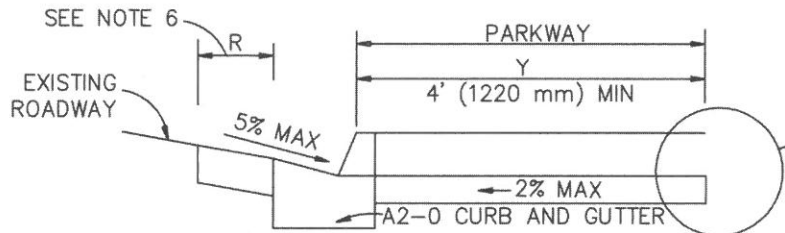


SECTION A-A

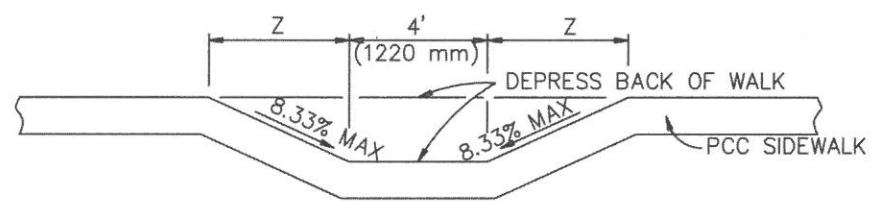
USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A-A, B-B OR C-C IS APPROPRIATE.



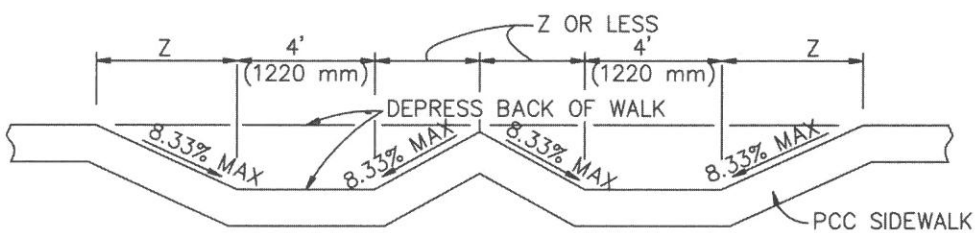
SECTION B-B



SECTION C-C



SECTION R-R



SECTION S-S

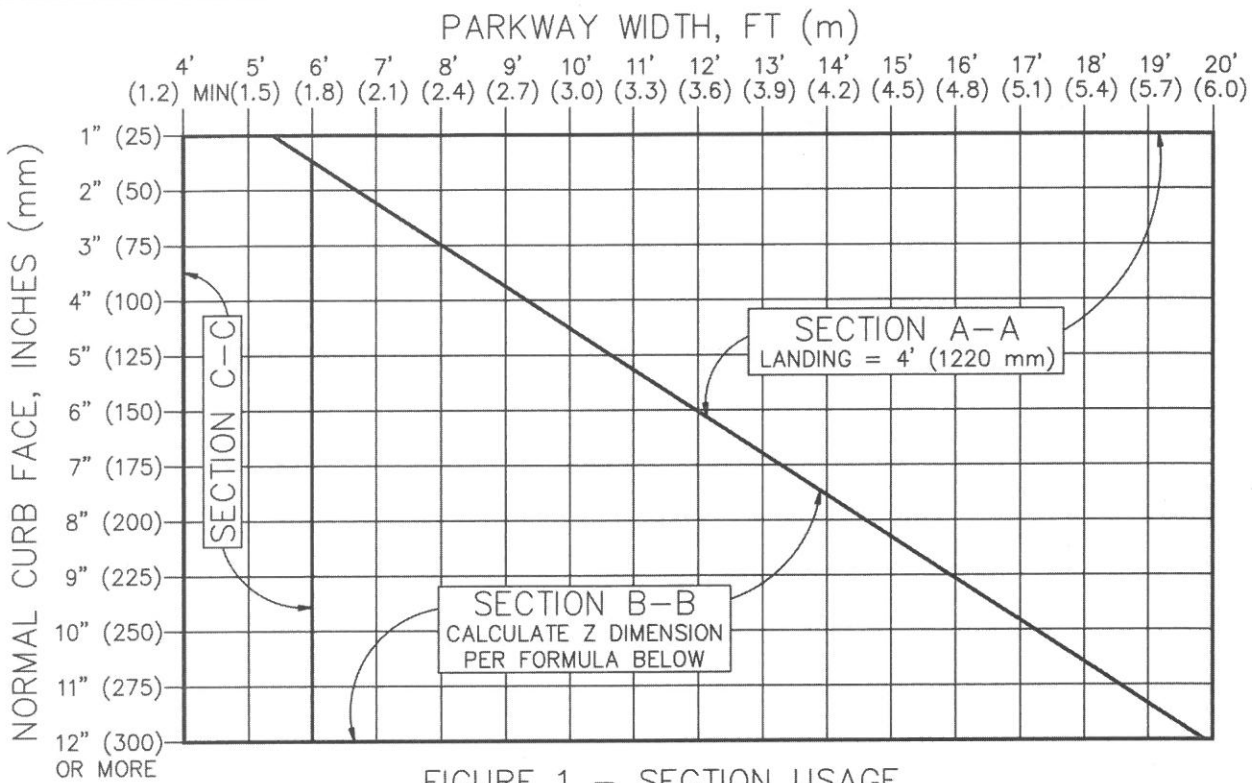


FIGURE 1 - SECTION USAGE

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

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

W = PARKWAY WIDTH  
 L = LANDING WIDTH, 4' (1220 mm) TYP  
 $Z = [(Y+L)-W] \times 0.760$

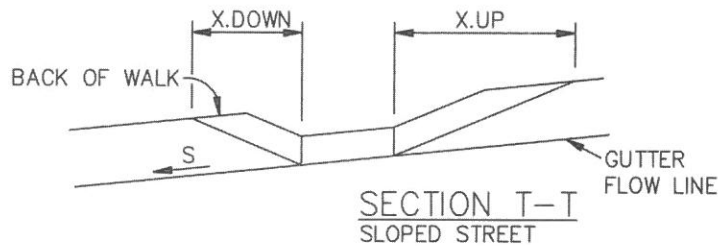
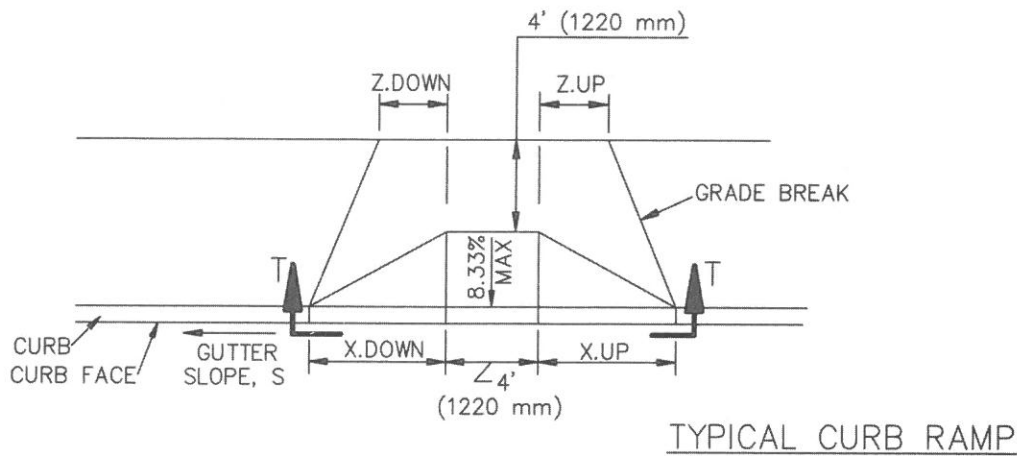
IF  $(Y+L) < W$ , THEN  $Z = 0$

SEE SHEET 9 FOR STREET SLOPE ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 - X AND Y VALUES

TABLE 1 REFERENCE FORMULAS:

$X = CF / 8.333\%$   
 $Y = CF / (8.333\% - 2\% \text{ WALK CROSS SLOPE})$



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

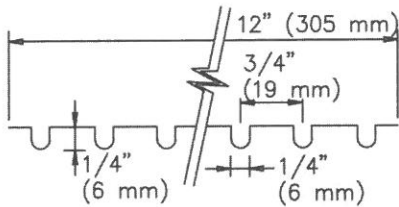
FOR EXAMPLE,  $X.DOWN = X \times K.DOWN$

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

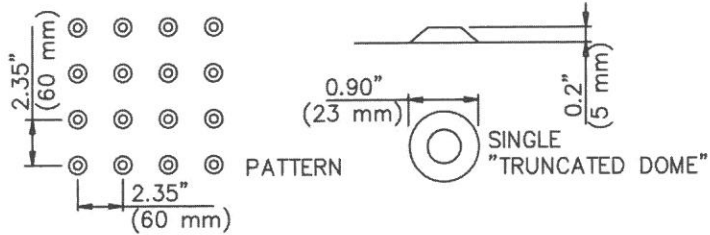
TABLE 2 - SLOPE ADJUSTMENTS

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

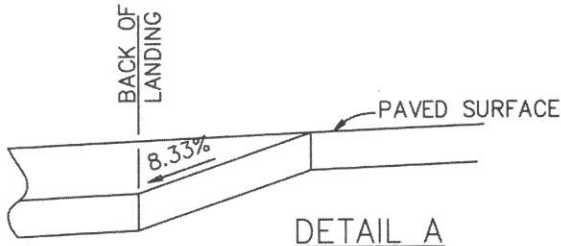
STREET SLOPE ADJUSTMENTS



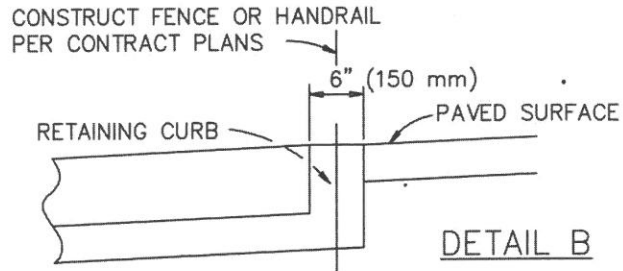
GROOVING DETAIL



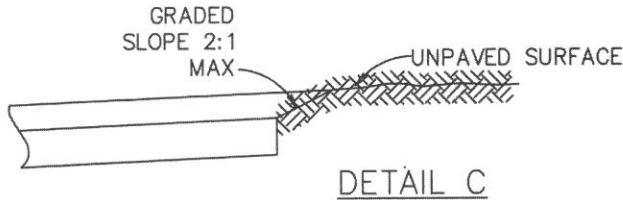
DETECTABLE WARNING DETAIL



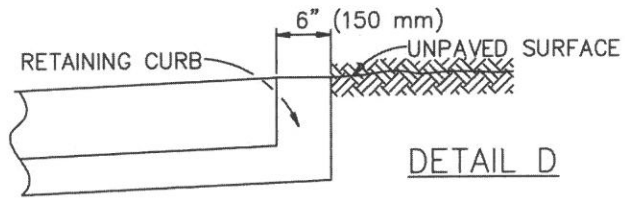
DETAIL A



DETAIL B



DETAIL C



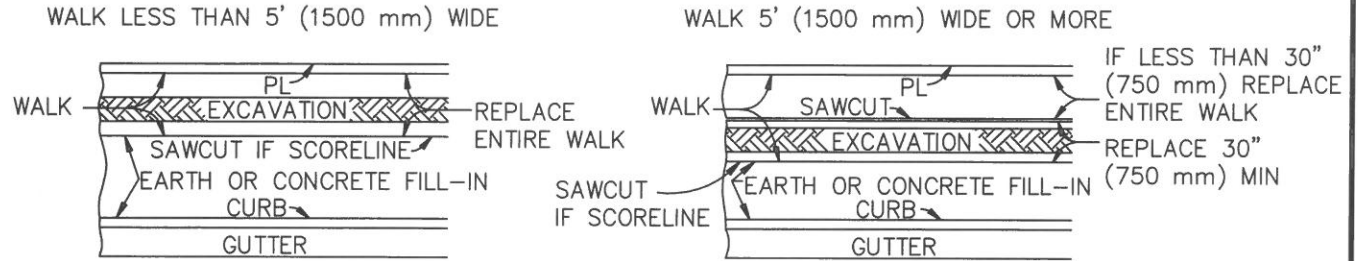
DETAIL D

GENERAL NOTES:

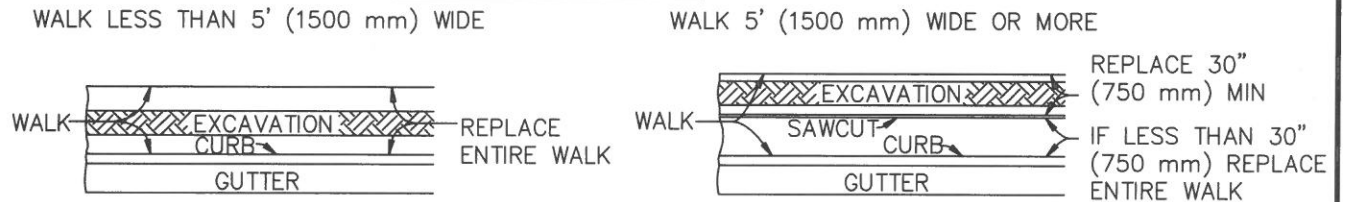
1. CONCRETE SHALL BE CLASS 520-C-2500 (310-C-17) CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE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

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

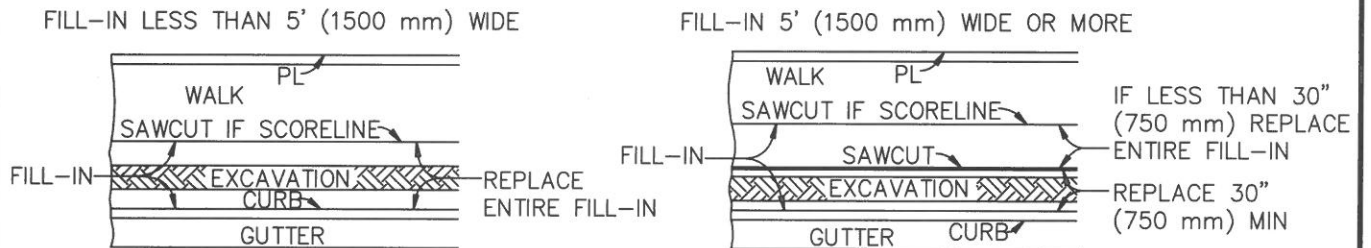
### WALK ADJACENT TO PROPERTY LINE



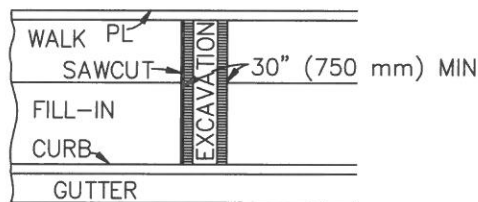
### WALK ADJACENT TO CURB



### FILL-IN REPLACEMENT



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



THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS.

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

IF AN EXCAVATION FALLS WITHIN 12" (300 mm) OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT BEFORE CONCRETE REMOVAL.

THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 30" (750 mm).

### STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

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

## SIDEWALK & DRIVEWAY REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

# 113-2

SHEET 1 OF 2

## NOTES

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

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

**SIDEWALK & DRIVEWAY REPLACEMENT**

STANDARD PLAN

**113-2**

SHEET 2 OF 2

**CDBG Project 602732-25  
Monterey Boulevard ADA Sidewalks & Access Ramps  
CIP NO. 626**

**APPENDIX D**

**FEDERAL LABOR STANDARDS COMPLIANCE  
FORMS AND INSTRUCTIONS**

**Appendix D - City of Hermosa Beach  
Community Development Block Grant Project  
602792-25  
Monterey Boulevard ADA Sidewalks & Access Ramps  
CIP NO. 626**

Exhibit 1	Summary of Contract Provisions for Inclusion in the Notice Inviting Bids
Exhibit 2	Federal Labor Standards Provisions – HUD-4010
Exhibit 3	Federal Equal Employment Opportunity / Affirmative Action Provisions
Exhibit 4	Contracting With Small Business, Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms
Exhibit 5	Compliance with Clean Air and Water Acts
Exhibit 6	Worker's Compensation Certification
Exhibit 7	List of Proposed Subcontractors or Sub-Tier Contractors
Exhibit 8	Certification of Understanding and Authorization
Exhibit 9	Request for Additional Classification and Rate
Exhibit 10	Non- Segregated Facilities Certification
Exhibit 11	Past Performance Certification
Exhibit 12	Notice of Equal Employment Opportunity
Exhibit 13	Minority and Women's Business Enterprise Tiered Compliance Plan
Exhibit 14	Federal Lobbyist Certification
Exhibit 15	County Lobbyist Certification
Exhibit 16	DOL Form WH 347 - Certified Payroll Report
Exhibit 17	Federal Wage Decision

## EXHIBIT 1

### Summary of Contract Provisions for Inclusion in the Notice Inviting Bids

**Prevailing Wage Statement:** This contract will be funded in whole or in part with federal housing and community development funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. A copy of the Federal Wage Decision applicable to this project is included in the Bid Document.

This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. The State Wage Decision is on file at the City Clerk's office, and is also available online at <http://www.dir.ca.gov/dlsr/>.

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

**Minority and Women Owned Business:** Bidders will be required to document their status as a Minority Business Enterprise (MBE), a Women-owned Business Enterprise (WBE) or a non-MBE/WBE firm. Bidders that are not MBE/WBE firms will be required to make a good faith effort, and to document their efforts to include firms as part of the contract bid.

**Conflict of Interest:** In the procurement of supplies, equipment, construction, and services, the conflict of interest provisions in 2 CFR 200.318 shall apply. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

**EXHIBIT 2**

**Federal Labor Standards Provisions**

(Next Page)

**A. APPLICABILITY**

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**(1) MINIMUM WAGES**

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

**(ii) Additional Classifications.**

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B)** Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
  - (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
  - (3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph (a)(3)(ii)(b).
- (D)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

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

#### **(4) Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

**(11) Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

## **B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

## **C. HEALTH AND SAFETY**

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

### EXHIBIT 3

#### **Federal Equal Employment Opportunity / Affirmative Action Provisions**

1. **EQUAL OPPORTUNITY CLAUSE.** During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of

the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**2. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)**

- a. The Offeror's or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregated work force in each trade on all construction work in the covered area, are as follows:

**Timetables**

Location of Work by Standard Metropolitan Statistical Area (SMSA)	Goals for Minority Participation in Each Trade	Goals for Female Participation in Each Trade
0360 Anaheim-Santa Ana-Garden Grove, CA	11.9%	6.9%
4480 Los Angeles-Long Beach, CA	28.3%	6.9%
6000 Oxnard-Simi Valley-Ventura, CA	21.5%	6.9%
6780 Riverside-San Bernardino-Ontario, CA	19.0%	6.9%
7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7%	6.9%
7320 San Diego, CA	16.9%	6.9%
6920 Sacramento, CA	16.1%	6.9%
8520 Tucson, Pima AZ	24.1%	6.9%
6200 Phoenix, Maricopa AZ	15.8%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmation action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41

CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

3. **STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS** (Executive Order 11246).

- a. As used in these specifications:
  - (1) Covered area means the geographical area described in the solicitation from which this contract resulted;
  - (2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - (3) Employer Identification Number (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.
  - (4) Minority includes:
    - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
    - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
    - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the

notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

- c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonable be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.
- g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- (1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- (3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
- (4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3g (2) above.
- (6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on- site supervisory

personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- (8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- (9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, Uniform Guidelines on Employee Selection Procedures.
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- (14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1) through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3g(1) through (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
- i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- j. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).

- n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
  - o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
  - p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.
4. **SPECIFIC EEO REQUIREMENTS.** For a federally assisted construction contract in excess of \$10,000, the contractor/subcontractor shall:
- a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.
  - b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitutional Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of \$10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting date and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
  - c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.
  - d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.

- e. For contracts in excess of \$10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.
  - f. Upon commencement of construction work and until the work is completed, forward the Monthly Employment Utilization Report (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the Contractor's List of Federal and Non-Federal Work in Bid Condition Area to the monthly report.
5. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
  7. **THE AGE DISCRIMINATION ACT OF 1975.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  8. **REHABILITATION ACT OF 1973.** No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.

## EXHIBIT 4

### Minority and Women's Business Enterprise Reporting

**Background:** The Awarding Agency is a recipient of federal housing and community development assistance through the U.S. Department of Housing and Urban Development (HUD). As part of its commitment in use of these federal funds, the Awarding Agency is required to submit a report to HUD pertaining to the Awarding Agency's Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) contracting and subcontracting activity generated through the expenditure of HUD funds. As a potential awarded contractor for this project, the Awarding Agency requires all bidders to comply with federal regulations at 2 CFR Part 200.321 "Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms" and to make every effort to obtain MBE/WBE participation on this project per the identified instructions below.

**Policy/Instructions:** In accordance with federal regulations at 2 CFR Part 200.321 cited above, the bidder shall supply information about the utilization of MBE/WBE firms as part of this contracting opportunity through:

- A. Using qualified small and minority businesses and women's business enterprises on solicitation lists.
- B. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- C. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business and women's business enterprises participation.
- D. Where the requirement permits, establishing delivery schedules, which will encourage participation by small and minority businesses and women's business enterprises.
- E. Using the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce.

Where a bidder is not a MBE/WBE firm based on completion of Part 1 of the Minority and Women's Business Enterprise Reporting form on the following page, the bidder shall provide information concerning each subcontract or sub-tier contract to be awarded to MBE/WBE firms (Part 2 of the Minority and Women's Business Enterprise Reporting form). Where no MBE/WBE firms are proposed to participate, the bidder shall provide evidence that at least three (3) of the outreach efforts listed in Part 3 were implemented.

#### Definitions

**MBE/WBE:** Minority and women business enterprises are defined as any financial institution, business, service, contracting business which is solely owned and operated by a minority group member or women or that is more than 50% owned by minority group members or women. If the enterprise is publicly owned, the minority/women members or stockholders must have at least 51% interest and possess control over management, capital and earnings.

#### Minority Group Member:

- Black: A person with origins in any of the black racial groups of Africa.
- Hispanic: A person of Mexican, Puerto Rican, Cuban, Central or South American descent and Spanish culture. Portuguese are excluded from the Hispanic category and are classified according to their race.

- Asian or Pacific Islander: A person having origins in the Far East, Southeast Asia, Indian subcontinent or Pacific Islands.
- American Indian or Alaskan Native: A person with origins in original peoples of North America, and who maintain cultural identifications through tribal affiliation or community recognition.
- Women: Female gender.

## EXHIBIT 5

### Compliance with Clean Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall *furnish* to the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any non-exempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

**EXHIBIT 6**

**Worker's Compensation Certification**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PROJECT NAME

\_\_\_\_\_  
PROJECT NUMBER

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
COMPANY ADDRESS

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

\_\_\_\_\_  
AUTHORIZED OFFICIAL NAME

\_\_\_\_\_  
AUTHORIZED OFFICIAL TITLE/CAPACITY

\_\_\_\_\_  
AUTHORIZED OFFICIAL SIGNATURE

\_\_\_\_\_  
DATE

**EXHIBIT 7**

**List of Proposed Subcontractors or Sub-Tier Contractors**

PROJECT NAME \_\_\_\_\_

PROJECT NUMBER \_\_\_\_\_

AWARDING AGENCY \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

BID/CONTRACT/SUBCONTRACT DOLLAR AMOUNT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

LICENSE NUMBER \_\_\_\_\_

EMPLOYER IDENTIFICATION NUMBER \_\_\_\_\_

DUNS NUMBER \_\_\_\_\_

E-MAIL \_\_\_\_\_

**Contractor must list all subcontracts or sub-tier contracts involving labor at the site of construction, regardless of dollar amount or percentage of bid.**

Sub or Sub-tier Contractor's: Name, Address, and Telephone Number	Contractor License Number	Employer Identification Number	DUNS Number	Contract Amount	Estimated Start Date	Estimated Completion Date	Trade(s) to be Used

AUTHORIZED OFFICIAL NAME \_\_\_\_\_

AUTHORIZED OFFICIAL TITLE/CAPACITY \_\_\_\_\_

AUTHORIZED OFFICIAL SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**EXHIBIT 8**

**Certification of Understanding and Authorization**

\_\_\_\_\_  
PROJECT NAME/NUMBER

\_\_\_\_\_  
AWARDING AGENCY

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
COMPANY ADDRESS

\_\_\_\_\_  
LICENSE NUMBER

\_\_\_\_\_  
EMPLOYER IDENTIFICATION NUMBER

\_\_\_\_\_  
DUNS NUMBER

This is to certify that the principal(s), and the authorized payroll officer listed below, have read the "Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction" and the Federal Labor Standards Provisions (HUD-4010 form) and that both parties understand these requirements.

The following person is designated as the payroll officer for the company and is authorized to sign the Statement of Compliance that will accompany each weekly Certified Payroll Report for the project:

**PAYROLL OFFICER:** (Individual Responsible for Signing Statements of Compliance)

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**PRINCIPAL OWNER / GENERAL PARTNER:** (Listed on CSLB Personnel List)

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**EXHIBIT 9**

**Request for Additional Classification and Rate**

(Next Page)

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
REPORT OF ADDITIONAL CLASSIFICATION AND RATE**

**HUD FORM 4230A**

OMB Approval Number 2501-0011  
(Exp. 8/31/2022)

1. FROM (name and address of requesting agency)	2. PROJECT NAME AND NUMBER
	3. LOCATION OF PROJECT (City, County and State)

4. BRIEF DESCRIPTION OF PROJECT	5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway
---------------------------------	---

6. WAGE DECISION NO. (include modification number, if any)      DATE of WAGE DECISION:	7. WAGE DECISION EFFECTIVE DATE (LOCK-IN):
<input type="checkbox"/> COPY ATTACHED	

8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)

9. PRIME CONTRACTOR (name, address)	9a. <input type="checkbox"/> Agree <input type="checkbox"/> Disagree	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)
9b. SIGNATURE	DATE	

**Check All That Apply:**

- The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- The proposed classification is utilized in the area by the construction industry.
- The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- Supporting documentation attached, including applicable wage decision.

**Check One:**

- Approved, meets all criteria. DOL confirmation requested.**
- One or more classifications fail to meet all criteria. DOL decision requested.**

<p style="text-align: center;">_____</p> <p style="text-align: center;"><b>Agency Representative</b> (Typed name and signature)</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>	<p><b>FOR HUD USE ONLY</b> <b>LR2000:</b></p> <p><b>Log in:</b></p> <p><b>Log out:</b></p>
<p>_____</p> <p>Phone Number</p>		

**EXHIBIT 10**

**Non-Segregated Facilities Certification**

PROJECT NAME

PROJECT NUMBER

BID/CONTRACT DOLLAR AMOUNT

COMPANY NAME

COMPANY ADDRESS

LICENSE NUMBER

EMPLOYER IDENTIFICATION NUMBER

DUNS NUMBER

The federally-assisted construction contractor certifies that he/she does not and will not:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

AUTHORIZED OFFICIAL NAME

AUTHORIZED OFFICIAL TITLE/CAPACITY

AUTHORIZED OFFICIAL SIGNATURE

DATE

EXHIBIT 11

Past Performance Certification

PROJECT NAME

PROJECT NUMBER

NUMBER OF EMPLOYEES

COMPANY NAME

COMPANY ADDRESS

LICENSE NUMBER

EMPLOYER IDENTIFICATION NUMBER

DUNS NUMBER

The [ ] bidder, [ ] proposed sub-contractor, hereby certifies that he/she [ ] has, [ ] has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she [ ] has, [ ] has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

AUTHORIZED OFFICIAL NAME

AUTHORIZED OFFICIAL TITLE/CAPACITY

AUTHORIZED OFFICIAL SIGNATURE

DATE

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt). Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
(2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
(2) Have 50 or more employees, and
a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
b. Serve as a depository of Government funds in any amount, or
c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

**EXHIBIT 12**

**Notice of Equal Employment Opportunity**

TO: \_\_\_\_\_  
NAME OF LABOR UNION, WORKERS REPRESENTATIVE, ETC.

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PROJECT NAME PROJECT NUMBER BID/CONTRACT DOLLAR AMOUNT

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
COMPANY ADDRESS

\_\_\_\_\_  
LICENSE NUMBER EMPLOYER IDENTIFICATION NUMBER DUNS NUMBER

The Undersigned currently holds a contract with \_\_\_\_\_ involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

- 1. Hiring, placement, upgrading, transfer or demotion;
- 2. Recruitment, advertising or solicitation for employment;
- 3. Treatment during employment;
- 4. Rates of pay or other forms of compensation;
- 5. Selection for training, including apprenticeship; and
- 6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

\_\_\_\_\_  
AUTHORIZED OFFICIAL NAME

\_\_\_\_\_  
AUTHORIZED OFFICIAL TITLE/CAPACITY

\_\_\_\_\_  
AUTHORIZED OFFICIAL SIGNATURE

\_\_\_\_\_  
DATE

**EXHIBIT 13**

**Minority and Women's Business Enterprise Reporting**

**THIS REPORT MUST BE SUBMITTED WITH YOUR BID FOR THIS FEDERALLY-FUNDED CONTRACT OPPORTUNITY**

**PART 1- BUSINESS INFORMATION FOR CONTRACTOR**

\_\_\_\_\_  
DATE PROJECT NAME PROJECT NUMBER

\_\_\_\_\_  
FIRM NAME PHONE

\_\_\_\_\_  
BUSINESS ADDRESS

**TYPE OF FIRM:**

*(Check One and Provide Information)*

- Individual Name of Owner \_\_\_\_\_
- Corporation State of Incorporation: \_\_\_\_\_
- Partnership Indicate General "G", Limited "L": \_\_\_\_\_
- Name of Partners: \_\_\_\_\_
- Joint Venture Joint Venture Participants: \_\_\_\_\_

Number of year(s) firm has been in business under present ownership: \_\_\_\_\_

**OWNERSHIP DEMOGRAPHICS:**

*(Provide the number of owners by race or gender category and the percentage of ownership interest of those individuals)*

	Black	Hispanic	Alaskan Native/ American Indian	Asian/ Pacific Islander	White	Women
Number						
% of Assets Owned						

**OWNERSHIP INFORMATION:**

*(List each owner of the firm that has 5 percent or more of the shares in the firm)*

Name	Race	Sex	Years of Ownership	Ownership Percentage	Voting Percentage

**I certify that the information provided herein is true and correct.**

Federal EIN: \_\_\_\_\_

License Number: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**IF LESS THAN 50% MINORITY OR WOMEN OWNED, PROCEED TO PART 2**

**AND PROVIDE INFORMATION ON SUBCONTRACTS OR SUB-TIER CONTRACTING WITH MBE/WBE FIRMS.**

**PART 2**

**MBE AND WBE SUBCONTRACTING**

DATE

PROJECT NAME

PROJECT NUMBER

FIRM NAME

PHONE

BID DATE

BID/CONTRACT AMOUNT

Provide information on each subcontract or sub-tier contract to be awarded to MBE/WBE firms.  
Attach a completed copy of Part 1 (previous page) from each MBE/WBE firm listed below.

Subcontractor Firm Name	Scope of Work / Supplies to be Provided	Check One		Dollar amount contract:
		MBE	WBE	

I certify that the information provided herein is true and correct.

Subcontract Type	Dollar Amount	Percentage of Total Bid
MBE:	\$	%
WBE:	\$	%

SIGNATURE

DATE

**IF BIDDER / CONTRACTOR IS LESS THAN 50% MINORITY OR WOMEN OWNED (Part 1) AND IF MBE AND WBE FIRMS ARE NOT SUBCONTRACTED (Part 2),  
PROCEED TO PART 3 AND COMPLETE THE CONTRACTING / GOOD FAITH EFFORT CERTIFICATION**

**PART 3**

**CONTRACTING/GOOD-FAITH EFFORT CERTIFICATION**

This certification must be signed and submitted with your bid or proposal when the bidder is not an MBE or WBE (Part 1) or does not subcontract with MBE or WBE firms (Part 2).

Please initial where indicated that you have read and complied with at least three (3) of the Good Faith Efforts listed below. You must attach documentation to demonstrate that at least three (3) good-faith efforts were made to secure MBE/WBE participation in this contracting opportunity. Your good-faith effort will be evaluated in accordance with the criteria listed below.

- | <b>Good Faith Efforts Implemented (Minimum of 3)</b>   | <b>Initial here<br/>if true and<br/>correct</b> |
|--|---|
| 1. The Bidder/Firm attended a pre-bid meeting hosted by the awarding agency to gain knowledge of the project requirements and goals (if a pre-bid meeting was offered).  | _____   |
| 2. The Bidder/Firm advertised the availability of subcontracting or supply opportunities for MBE/WBE firms in connection with this project. If so, complete the following:<br>Media where advertised: _____<br>Media contact information: _____<br>_____<br>Date(s) of advertisement: _____<br>Attach copies of the advertisement(s) to this form and submit with bid.<br><i>Note: Electronic advertisements are acceptable.</i>   | _____   |
| 3. The Bidder/Firm provided interested potential MBE/WBE subcontractors with the project plans and specifications.<br><br><i>Attach a list of MBE/WBE firms that received project plans and specifications. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.</i>   | _____   |
| 4. The Bidder/Firm provided potential MBE/WBE subcontractors with technical assistance or advised that technical assistance was available from the bidder to facilitate understanding of the contract requirements and to complete the paperwork necessary to participate in this contract.<br><br><i>Attach a list of MBE/WBE firms that your company provided assistance to. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, and a description of the technical assistance provided.</i> | _____   |
| 5. The Bidder/Firm made follow-up contacts with potential MBE/WBE firms which expressed an interest in the project.<br><br><i>Attach a list of MBE/WBE firms that your company followed-up with. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.</i>  | _____   |

**Good Faith Efforts Implemented (Minimum of 3)**

**Initial here  
if true and  
correct**

6. The Bidder/Firm requested assistance from organizations which identify potential MBE/WBE firms. \_\_\_\_\_

*Attach a list of organizations consulted to include the name of the organization, address, city, state, zip code, contact person, time and dates contracted, method contacted, and results.*

7. The Bidder/Firm contacted potential MBE/WBE firms and negotiation was made in good faith. \_\_\_\_\_

*Attach a list of MBE/WBE firms that your company negotiated with. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, whether MBE or WBE, if plans or specifications were provided to the other party, and the results of your negotiations. Also attach copies of any internal documents that will evidence the same and submit with bid.*

*According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief.*

**Under the penalty of perjury, I certify that the above information is true and correct.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PHONE

**EXHIBIT 14**

**Federal Lobbyist Certification**

PROJECT NAME

PROJECT NUMBER

BID/CONTRACT DOLLAR AMOUNT

COMPANY NAME

COMPANY ADDRESS

LICENSE NUMBER

EMPLOYER IDENTIFICATION NUMBER

DUNS NUMBER

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the body awarding this federally assisted construction contract:

1. No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
3. The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

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

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

AUTHORIZED OFFICIAL NAME

AUTHORIZED OFFICIAL TITLE/CAPACITY

AUTHORIZED OFFICIAL SIGNATURE

DATE

**EXHIBIT 15  
COUNTY LOBBYIST CODE CHAPTER  
2.160 COUNTY ORDINANCE NO. 93-0031  
CERTIFICATION**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone Number: (        ) \_\_\_\_\_

---

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Los Angeles County Development Authority (LACDA).

- 1) It is understood that each person/entity/firm who applies for a Los Angeles County Development Authority contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person/entity/firm who seeks a contract with the Los Angeles County Development Authority shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

---

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with Los Angeles County and the Los Angeles County Development Authority.

Authorized Official:

\_\_\_\_\_  
(Contractor/Subcontractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

**EXHIBIT 16 PAYROLL**

**For contractor's optional use; see instructions at [dol.gov/agencies/whd/forms/wh347](http://dol.gov/agencies/whd/forms/wh347)**

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*



WAGE AND HOUR DIVISION  
Revised December 2008

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No. 1235-0008 Expires 09/30/2026
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
-------------	-----------------	----------------------	-------------------------

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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			S																
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210



## Exhibit 16 A - Contractor Fringe Benefit Statement

Project Name:	Bid Package or Sub To:	Today's Date:
Contractor / Subcontractor:	Business Address:	
Contractor's License No.:	Phone:	Fax:

In order that the proper Prevailing Wage Rates can be verified when checking payrolls on the above project, the **hourly rates** for fringe benefits, subsistence and/or travel allowance payments to employees, of the various classes of work, are to be tabulated below.

<b>Classification:</b>	<b>Bid Advertisement Date:</b>	<b>Subsistence or Travel:</b>
	<b>Determination:</b>	Required: Y <input type="checkbox"/> N <input type="checkbox"/>
<b>Group/Period:</b>	<b>Increase Date(s):</b>	\$
Indicate where fringes and training are paid.		
<b>Base Rate:\$</b>	Indicate "cash to employee" when fringes are paid to the employee in their wages.	
<b>Employer Payments</b>	Health & Welfare \$	Paid To: Name: _____ Address: _____
	Pension \$	Paid To: Name: _____ Address: _____
	Vacation/Holiday \$	Paid To: Name: _____ Address: _____
	Other \$	Paid To: Name: _____ Address: _____
	Training \$	Paid To: Name: _____ Address: _____
	Total Rate: _____	

<b>Classification:</b>	<b>Bid Advertisement Date:</b>	<b>Subsistence or Travel:</b>
	<b>Determination:</b>	Required: Y <input type="checkbox"/> N <input type="checkbox"/>
<b>Group/Period:</b>	<b>Increase Date(s):</b>	\$
Indicate where fringes and training are paid.		
<b>Base Rate:\$</b>	Indicate "cash to employee" when fringes are paid to the employee in their wages.	
<b>Employer Payments</b>	Health & Welfare \$	Paid To: Name: _____ Address: _____
	Pension \$	Paid To: Name: _____ Address: _____
	Vacation/Holiday \$	Paid To: Name: _____ Address: _____
	Other \$	Paid To: Name: _____ Address: _____
	Training \$	Paid To: Name: _____ Address: _____
	Total Rate: _____	

**Revised fringe benefit statements must be submitted during the progress of work if a change in any rate of pay for any work classification is made.**

Submitted By: (Please Print)	Title / Position:
Signature:	

**EXHIBIT 17**

**Federal Wage Decision**

(Next Page)

"General Decision Number: CA20260022 01/02/2026

Superseded General Decision Number: CA20250022

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number 0 Publication Date 01/02/2026

ASBE0005-002 09/01/2024

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 56.32	26.52
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 39.94	20.65

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 23.52	13.37

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 51.98	42.11

\* BRCA0004-007 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 45.53	20.29

\*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

-----  
BRCA0018-004 06/01/2024

	Rates	Fringes
MARBLE FINISHER.....	\$ 43.38	15.36
TILE FINISHER.....	\$ 37.96	13.77
TILE LAYER.....	\$ 51.82	19.32

-----  
BRCA0018-010 09/01/2024

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 42.11	14.67
TERRAZZO WORKER/SETTER.....	\$ 49.62	15.26

-----  
CARP0213-001 07/01/2025

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 52.24	26.18
(2) Millwright.....	\$ 52.24	26.68
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Frammer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 52.37	26.18
(4) Pneumatic Nailer, Power Stapler.....	\$ 52.37	26.18
(5) Sawfiler.....	\$ 52.34	26.18
(6) Scaffold Builder.....	\$ 45.37	25.43
(7) Table Power Saw Operator.....	\$ 52.34	26.18

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

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CARP0213-002 07/01/2025

	Rates	Fringes
Diver		
(1) Wet.....	\$ 901.92	26.18
(2) Standby.....	\$ 450.96	26.18
(3) Tender.....	\$ 442.96	26.18
(4) Assistant Tender.....	\$ 418.96	26.18

Amounts in "'Rates' column are per day

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CARP0213-004 07/01/2025

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 52.24	26.18
STOCKER/SCRAPPER.....	\$ 21.45	11.27

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CARP0721-001 07/01/2025

	Rates	Fringes
Modular Furniture Installer.....	\$ 25.00	13.06

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ELEC0011-004 06/30/2023

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician.....	\$ 60.80	3%+29.77
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV, and Underground Systems)		
Journeyman Transportation Electrician.....	\$ 60.80	3%+29.77
Technician.....	\$ 45.60	3%+29.77

FOOT NOTE:

  CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.  
  TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

  Installation of street lights and traffic signals,including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical,telephone, cable television and communication systems. Pulling,termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect,detector loop, fiber optic cable and video/cable.

TECHNICIAN:

  Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

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\* ELEC0011-007 01/01/2024

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 46.47	3%+17.08

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. \*Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

\*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

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ELEC1245-001 01/01/2025

Rates	Fringes
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LINE CONSTRUCTION

(1) Lineman; Cable splicer..\$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 53.30	22.26
(3) Groundman.....\$ 40.76	21.76
(4) Powderman.....\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 69.43		38.435+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2025

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....\$ 67.90		40.95
(2) Dredge dozer.....\$ 61.93		40.95
(3) Deckmate.....\$ 61.82		40.95
(4) Winch operator (stern winch on dredge).....\$ 61.27		40.95
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....\$ 60.73		40.95
(6) Barge Mate.....\$ 61.34		40.95

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....\$ 53.90		32.80
GROUP 2.....\$ 54.68		32.80
GROUP 3.....\$ 54.97		32.80
GROUP 4.....\$ 56.46		32.80
GROUP 6.....\$ 56.68		32.80
GROUP 8.....\$ 56.79		32.80
GROUP 10.....\$ 56.91		32.80
GROUP 12.....\$ 57.08		32.80
GROUP 13.....\$ 57.18		32.80
GROUP 14.....\$ 57.21		32.80

GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80

OPERATOR: Power Equipment  
(Cranes, Piledriving &  
Hoisting)

GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80

OPERATOR: Power Equipment  
(Tunnel Work)

GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons;

Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator

(excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or

similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50

yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

#### CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge

operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum);

Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, at that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa

Barbara County and Ventura County boundary at that point which is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 IRON0433-006 01/01/2025

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 45.78	26.51
Ornamental, Reinforcing and Structural.....	\$ 50.70	35.15

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center  
 Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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 LAB00300-001 11/01/2025

	Rates	Fringes
Brick Tender.....	\$ 42.60	22.13

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 LAB00300-003 07/01/2025

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 53.60	25.74
GROUP 2.....	\$ 53.92	25.74
GROUP 3.....	\$ 54.38	25.74
GROUP 4.....	\$ 55.07	25.74
LABORER		
GROUP 1.....	\$ 46.48	25.95
GROUP 2.....	\$ 47.03	25.95
GROUP 3.....	\$ 47.58	25.95
GROUP 4.....	\$ 49.13	25.95
GROUP 5.....	\$ 49.48	25.95

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water

pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling

person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabledtender; Loading and unloading agitator cars;; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

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LAB00300-005 07/01/2025

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 46.48	25.93

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LAB00345-001 07/01/2025

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 55.88	23.77
GROUP 2.....	\$ 54.93	23.77
GROUP 3.....	\$ 51.39	23.77

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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 LAB01184-001 07/01/2025

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 47.94	20.86
(2) Vehicle Operator/Hauler.	\$ 48.11	20.86
(3) Horizontal Directional Drill Operator.....	\$ 49.96	20.86
(4) Electronic Tracking Locator.....	\$ 51.96	20.86
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 49.30	23.97
GROUP 2.....	\$ 50.60	23.97
GROUP 3.....	\$ 52.61	23.97
GROUP 4.....	\$ 54.35	23.97

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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 LAB01414-001 08/06/2025

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 46.17	25.97
PLASTER TENDER.....	\$ 48.72	25.97

Work on a swing stage scaffold: \$1.00 per hour additional.

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PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 38.52	18.64

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

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PAIN0036-006 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395.....	\$ 45.20	26.82
Remainder of Los Angeles County.....	\$ 49.33	26.82

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PAIN0036-015 01/01/2025

	Rates	Fringes
GLAZIER.....	\$ 53.05	30.64

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PAIN1247-002 01/01/2025

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 45.15	19.43

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PLAS0200-009 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

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PLAS0500-002 07/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 47.70	27.07

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PLUM0016-001 09/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 59.85	25.83
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 44.29	24.16
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 61.73	26.81

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PLUM0345-001 09/01/2025

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.....	\$ 44.75	26.20
Sewer & Storm Drain Work....	\$ 48.84	23.58

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ROOF0036-002 08/01/2025

	Rates	Fringes
ROOFER.....	\$ 52.63	20.73

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

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SFCA0669-013 01/01/2024

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 45.31	27.91

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SFCA0709-005 09/01/2025

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 58.60	33.65

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SHEE0105-002 01/01/2025

LOS ANGELES (South of a straight line between Gorman and Big Pines including Catalina Island)

	Rates	Fringes
SHEET METAL WORKER		
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	\$ 35.57	10.63
(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equipment.....	\$ 34.17	10.86

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SHEE0105-003 01/01/2025

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 59.31	30.43
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechatural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 56.95	30.04

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SHEE0105-004 07/01/2023

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 45.98	29.24

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TEAM0011-002 07/01/2025

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 41.59	35.69
GROUP 2.....	\$ 41.74	35.69
GROUP 3.....	\$ 41.87	35.69
GROUP 4.....	\$ 42.06	35.69
GROUP 5.....	\$ 42.09	35.69
GROUP 6.....	\$ 42.12	35.69
GROUP 7.....	\$ 42.37	35.69
GROUP 8.....	\$ 42.62	35.69
GROUP 9.....	\$ 42.82	35.69
GROUP 10.....	\$ 43.12	35.69
GROUP 11.....	\$ 43.62	35.69
GROUP 12.....	\$ 44.05	35.69

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

## Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

## Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

## Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

## State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the

state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION

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