

CITY OF WEST HOLLYWOOD  
CALIFORNIA

CONTRACT DOCUMENTS  
SPECIFICATIONS AND STANDARD DRAWINGS  
FOR

**FOUNTAIN AVENUE INTERSECTION IMPROVEMENTS**

IN THE CITY OF WEST HOLLYWOOD

C.I.P. NO. 1807

Approved: \_\_\_\_\_  
Hany Demitri, P.E., T.E. City Engineer  
R.C.E. 63388

June 25, 2018

BID SET  
BID OPENING  
MONDAY, JULY 16, 2018  
5:00 PM

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NOTICE INVITING SEALED BIDS  
FOR  
FOUNTAIN AVENUE INTERSECTION IMPROVEMENTS  
CIP 1807  
IN THE CITY OF WEST HOLLYWOOD

PUBLIC NOTICE IS HEREBY GIVEN that the City of West Hollywood as AGENCY, invites sealed bids to be received by submitting electronically at <http://www.weho.org/city-hall/city-departments/public-works/public-works-bids> or <http://www.planetbids.com/portal/portal.cfm?CompanyID=22761> or in person to the City Clerk for the above stated project and will only receive such bids no later than the hour of **5:00 PM. on MONDAY, JULY 16, 2018** at which time or thereafter said bids will be opened and available online. Bids received after this time will be considered to be non-responsive.

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents for the above stated project. The general items of work include striping modification, sign installation, enhanced pedestrian crossings with LED edge-lit signs and in-roadway lights and all appurtenant work other items not mentioned that are required by the plans and specifications.

Bids must be submitted for the exact item(s) requested in the bid specifications. Copies of the plans, specifications, and contract documents are available for free from the City of West Hollywood website <http://www.weho.org/city-hall/city-departments/public-works/public-works-bids> or <http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>

Each bid submitted is required to be accompanied by the Proposal Documents; Proposal, Bidder's Information, Proposal Bid Schedule (enter online), List of Subcontractors (enter online), Registration with the Calif. Dept. of Industrial Relations Form, References, Designator of Sureties, Bid Bond, Bidder's Violation of Law/Safety Questionnaire, Non-Collusion Declaration, Certificate of Non-Discrimination by Contractors, Statement Acknowledging Penal & Civil Penalties Concerning Contractors' Licensing Laws, Addendum Acknowledgement, and all additional documentation required by the Instructions to Bidders. Bids must be submitted on the Agency's bid forms.

The bid must be accompanied by certified or cashier's check, or bidder's bond, made payable to the AGENCY for an amount no less than ten percent (10%) of the total bid price. Any proposal not accompanied by such a guarantee will not be considered.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California, the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute the contract shall be those determined by the Director of Industrial Relations of the State of California, which are on file at the City Hall, City of West

Hollywood, 8300 Santa Monica Boulevard, West Hollywood, California 90069, and are available to any interested party on request.

Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any such subcontractor under him. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, sexual orientation, or handicap will also be required.

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

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

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

The successful bidder shall be licensed in accordance with provisions of the Business and Professions Code and shall possess a **State Contractor's License Class A** at the time this contract is awarded.

The City of West Hollywood reserves the right to reject any and all proposals or bids or to waive any irregularities or informalities in any bids or in the bidding should it deem this necessary for the public good, and also the bid of any Bidder who has been delinquent or unfaithful in any former contract with the City of West Hollywood and to take all bids under advisement for a period of ninety (90) days. No bidder may withdraw its bid for a period of ninety (90) days after the date from the opening thereof. The award of contract, if made, will be to the lowest responsible Bidder as determined solely by the City of West Hollywood.

BY ORDER OF the City of West Hollywood.

INSTRUCTIONS TO BIDDERS  
FOR  
FOUNTAIN AVENUE INTERSECTION IMPROVEMENTS  
CIP 1807  
IN THE CITY OF WEST HOLLYWOOD

AVAILABILITY OF CONTRACT DOCUMENTS

Bids shall be submitted electronically to the AGENCY or in person to the City Clerk on the Bid Forms which are part of the Bid Package for the Project. Copies of the plans, specifications, and contract documents are available for free from the City of West Hollywood website <http://www.weho.org/city-hall/city-departments/public-works/public-works-bids> or <http://www.planetbids.com/portal/portal.cfm?CompanyID=22761> as indicated in the Notice Inviting Bids. Bids shall be executed by an authorized signatory as described in the Instructions to Bidders.

INSPECTION OF SITE

Each prospective Bidder is responsible for fully acquainting himself/herself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties, and restrictions which may impact the cost or effort required to complete the Project.

PROPOSAL GUARANTEE

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

DELIVERY OF PROPOSAL

Bid Documents are to be submitted electronically or in person to the City Clerk. Electronic Bid System will close exactly at the time set forth in the Notice Inviting Bids. All applicable forms required to be completed per the Bid Documents shall be submitted prior to the Bid date and time. It is the Bidder's sole responsibility to ensure that its bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated.

Bids will be available at the date and time stated in the Notice Inviting Bids and the amount of each Bid will be available online and recorded. The Agency may in its sole discretion, elect to postpone the opening of the submitted Bids. Agency reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

## WITHDRAWAL OF PROPOSALS

Prior to the Bid submittal deadline, a Bid may be withdrawn by the Bidder only by using the Agency's electronic bidding system. No proposal may be withdrawn during the period of ninety (90) days after opening of proposal.

## IRREGULAR PROPOSALS

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

## TAXES

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

## DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. If there is reason for believing that collusion exists among the Bidders, all bids will be rejected and none of the participants in such collusion will be considered in future proposals. No proposal will be accepted from a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code and who do not possess a State Contractor's license, Class A, at the time of bid submittal.

## DISCREPANCIES AND MISUNDERSTANDINGS

Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No bidder shall at any time, after submission of a proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the AGENCY by submission of a written request for an interpretation or correction. Such submission, if any, must be sent using the "Q & A" tab of the electronic bid system at <http://www.weho.org/city-hall/city-departments/public-works/public-works-bids> or <http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>

**Requests for interpretations or corrections received within 5 calendar days prior to bid opening will not be answered.**

Any interpretation of the Contract Documents will be made only by addendum duly issued electronically to each person registered on the prospective bidder's list. The Agency will not be

responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents and are the responsibility of the Contractor.

### ADDENDA

The Agency reserves the right to revise the Contract Drawings prior to Bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by the Agency shall be included in the Bid and made part of the Contract Documents. Pursuant to the Public Contract Code, Section 4104.5, if the Agency issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the City will extend the deadline for submission of Bids. The Agency may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide Agency a name, address, email, and facsimile number to which Addenda may be sent, as well as a telephone number by which the Agency can contact the Bidder. Copies of Addenda will be made available on the City of West Hollywood

website <http://www.weho.org/city-hall/city-departments/public-works/public-works-bids> or <http://www.planetbids.com/portal/portal.cfm?CompanyID=22761> Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact the City of West Hollywood

website <http://www.weho.org/city-hall/city-departments/public-works/public-works-bids> or <http://www.planetbids.com/portal/portal.cfm?CompanyID=22761> to verify that he/she has received all Addenda issued, if any, prior to the Bid submittal deadline. Failure to cover in his/her bid any such addenda issued may render his/her bid irregular and may result in its rejection by the City.

### EQUIVALENT MATERIALS

Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the AGENCY prior to the opening of bids. Requests for consideration of equivalents must be submitted in writing allowing sufficient time for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the AGENCY.

### DESIGNATION OF SUBCONTRACTORS

Pursuant to State law, the Bidders must designate the name and location of each subcontractor who will perform work or render services for the Bidder in an amount that exceeds one-half-of-one-percent (1/2%) of the Bidder's Total Bid Amount, as well as the portion of the work each subcontractor will perform by entering in the information online. No additional time will be provided to Bidders to submit any of the requested information in the Designation of Subcontractor Form.

## LEGAL RESPONSIBILITIES

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

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

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

## AWARD OF CONTRACT

The City of West Hollywood reserves the right to reject any and all proposals or bids or to waive any irregularities or informalities in any bids or in the bidding, should it deem this necessary for the public good, and also the bid of any bidder who has been delinquent or unfaithful in any former contract with the City of West Hollywood.

The award of contract, if made, will be to the lowest responsible Bidder as determined solely by the City of West Hollywood. The award, if made, will be made within ninety (90) days after the opening of the proposals, provided that the award may be made after said period if the successful Bidder shall not have given the City of West Hollywood written notice of the withdrawal of his bid.

All proposal guarantees will be returned within ten (10) days after execution of the contract to the lowest responsible Bidder.

## BID PROTEST PROCEDURE

A bidder on a City public works project or any other interested person may object to the award of the contract for the project to the person or entity that submitted the low bid based on grounds that the low bidder is not responsible or that the bid is not responsive. Bid protest shall be filed in writing with the City Clerk no later than seventy-two (72) hours after the bid submittal deadline. Protest shall set forth the reasons for the objection and any documents must be filed together with the protest.



The apparent low bidder on a City public works project may object to the City staff's determination that its bid is not responsive or that it is not a responsible bidder. A protest shall be filed in writing with the City Clerk no later than seventy-two (72) hours after City staff informs the apparent low bidder by email or facsimile that it intends to recommend that its bid be rejected and the contract awarded to another bidder. Protest shall set forth the reasons for the objection and any documents must be filed together with the protest.

Written protests can be submitted to the City Clerk's office at 8300 Santa Monica Blvd, West Hollywood, CA 90069, or faxed to 323-848-6563. Should the end of the seventy-two (72) hour period fall on a weekend, holiday or other day that City Hall is closed, the bid protest period shall end at the hour of advertised bid submittal deadline, on the next business day of the City of West Hollywood.

The bid protest procedure shall follow chapter 3.08.036 of the West Hollywood Municipal Code.

#### EXECUTION OF CONTRACT

The Bidder to whom award is made shall execute a written contract with the City of West Hollywood on the form agreement provided, and shall secure all insurance and bonds as herein provided within ten (10) days from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful Bidder refuses or fails to execute the contract, the City of West Hollywood 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 of West Hollywood may award the contract to the third lowest responsible Bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such Bidder's guarantee shall be likewise forfeited to the City of West Hollywood. The work may then be re-advertised.

#### CONTRACT DURATION

This is a 30 day contract from the day a Notice to Proceed (NTP) is issued.

BID PROPOSAL  
FOUNTAIN AVENUE INTERSECTION IMPROVEMENTS  
IN THE CITY OF WEST HOLLYWOOD, CIP 1807

FIRM NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

TO THE CITY OF WEST HOLLYWOOD, as AGENCY

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

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

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

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10-working days after the date of the AGENCY'S Notice of Award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name \_\_\_\_\_

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

Telephone \_\_\_\_\_

State Contractor's License No. and Class \_\_\_\_\_

Original Date Issued \_\_\_\_\_ Expiration Date \_\_\_\_\_

The following are the names, titles, addresses, and telephone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

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

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal, or any firm, corporation, partnership, or joint venture of which any principal having an interest in this proposal was an owner, corporate officer, partner, or joint venturer are as follows:

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

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

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

Date of Project Site Review: \_\_\_\_\_

By submission of this proposal, the applicant represents that neither it, nor any subsidiary substantially owned by it, does not maintain any policy or practice which prohibits free business interaction with the nation of Israel.

By submission of this proposal, the applicant agrees to abide by the provisions of the West Hollywood Living Wage Ordinance. The applicant also agrees that, during the term of the contract, the applicant shall keep on file with the City sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance. (A copy of the ordinance is attached for your reference.)

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all aforementioned principals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BIDDER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned declares under penalty of perjury under the laws of the State of California that the representatives made hereto are true and correct.

\_\_\_\_\_  
Contractor's Signature

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

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

NOTARY PUBLIC \_\_\_\_\_

PROPOSAL BID SCHEDULE  
 FOR  
 FOUNTAIN AVENUE INTERSECTION IMPROVEMENTS  
 CIP 1807  
 IN THE CITY OF WEST HOLLYWOOD

I/We agree to perform the above entitled work in accordance with the Plans and Specifications of the City of West Hollywood for the prices listed below. Unit prices shall include all labor, material, tools, equipment, barricades, traffic and warning devices, transportation, overhead, taxes and profit to perform the work.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
1.	Perform all work shown on Sheet 1 of 3 at Fountain Ave./N La Brea Ave.	1	L.S.	\$_____	\$_____
2.	Perform all work shown on Sheet 2 of 3 at Fountain Ave./N Formosa Ave.	1	L.S.	\$_____	\$_____
3.	Perform all work shown on Sheet 3 of 3 at Fountain Ave./N Hayworth Ave.	1	L.S.	\$_____	\$_____
4.	Implement and Perform all work shown on Sheet 2 of 3 at Fountain Ave./N Detroit St.	1	L.S.	\$_____	\$_____
5.	Implement and Perform all work shown on Sheet 3 of 3 at Fountain Ave./Havenhurst Dr.	1	L.S.	\$_____	\$_____
6.	Implement and Perform all work shown on Sheet 3 of 3 at Fountain Ave./N Harper Ave.	1	L.S.	\$_____	\$_____
7.	Purchase and Install Speed Radar Signs	4	E.A.	\$_____	\$_____

8.	Implement Temporary Traffic Control per MUTCD. One lane remains open at all times in each direction.	1	L.S.	\$_____	\$_____
9.	Allowance for Local Storm Water Pollution Prevention Plan (LSWPPP)	1	L.S.	\$2,500.00	\$2,500.00

**TOTAL BID PRICE FOR THE ENTIRE CONTRACT WORK** for the cost of labor, materials, equipment parts, implements and supplies necessary to complete the project, as based on the City Engineer's estimate of quantities of work to be done (summation of preceding subtotals of Items 1 through 9 inclusive):

**TOTAL AMOUNT BID IN FIGURES** \$\_\_\_\_\_

**TOTAL AMOUNT BID IN WORDS**  
 \_\_\_\_\_

It is understood that the quantities of work to be done are approximate only, being given as a basis for the comparison of bids, and the City of West Hollywood does not expressly or by implication agree that the actual quantities will correspond therewith, but reserves the right to delete any item from the contract, increase or decrease said quantities of each item, not-to-exceed twenty-five percent (25%) of the TOTAL CONTRACT dollar bid, which may be deemed necessary or expedient by the City Engineer.

DESIGNATION OF SUBCONTRACTORS, SUPPLIERS AND VENDORS

Provide the following information for subcontractors, suppliers and vendors which will perform and/or supply materials and equipment for this contract:

**Name:** \_\_\_\_\_ Telephone: (\_\_\_\_)\_\_\_\_\_

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

Responsibility: \_\_\_\_\_

**Name:** \_\_\_\_\_ Telephone: (\_\_\_\_)\_\_\_\_\_

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

Responsibility: \_\_\_\_\_

**Name:** \_\_\_\_\_ Telephone: (\_\_\_\_)\_\_\_\_\_

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

Responsibility: \_\_\_\_\_

**Name:** \_\_\_\_\_ Telephone: (\_\_\_\_)\_\_\_\_\_

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

Responsibility: \_\_\_\_\_

**Name:** \_\_\_\_\_ Telephone: (\_\_\_\_)\_\_\_\_\_

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

Responsibility: \_\_\_\_\_

**Name:** \_\_\_\_\_ Telephone: (\_\_\_\_)\_\_\_\_\_

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

Responsibility: \_\_\_\_\_

REGISTRATION WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS  
ALL PRIME CONTRACTORS AND SUBCONTRACTORS

SB 854 established a new public works Contractor Registration Program, which requires all contractors and subcontractors bidding and performing work on Public Works Projects to register on an annual basis with the California Department of Industrial Relations (DIR).

**In accordance with Labor Code Section 1771.1(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5.**

**Prime Contractor Name:** \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

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

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

**Subcontractor Name:** \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

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

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

**Subcontractor Name:** \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

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

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

**Subcontractor Name:** \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

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

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

**Subcontractor Name:** \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

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

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



REFERENCES

The following are the names, addresses, and telephone numbers for **three public agencies** for which BIDDER has performed similar work **within the past 2 years**:

1. \_\_\_\_\_  
Name and Address of Owner

\_\_\_\_\_

Name and telephone number of person familiar with project

\_\_\_\_\_

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

2. \_\_\_\_\_  
Name and Address of Owner

\_\_\_\_\_

Name and telephone number of person familiar with project

\_\_\_\_\_

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

3. \_\_\_\_\_  
Name and Address of Owner

\_\_\_\_\_

Name and telephone number of person familiar with project

\_\_\_\_\_

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

DESIGNATOR OF SURETIES

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Name/Title: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

E-Mail: \_\_\_\_\_

PROPOSAL GUARANTEE  
BID BOND FOR  
FOUNTAIN AVENUE INTERSECTION IMPROVEMENTS  
CIP 1807  
IN THE CITY OF WEST HOLLYWOOD

KNOW ALL MEN BY THESE PRESENTS that, as BIDDER, and, as SURETY, are held and firmly bound unto the City of West Hollywood, as AGENCY, in the penal sum of \_\_\_\_\_dollars (\$\_\_\_\_\_), which is 10 percent of the total amount bid by BIDDER to AGENCY for the above-stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these present.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to AGENCY for the above-stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this day of \_\_\_\_\_, 20\_\_.

BIDDER\* \_\_\_\_\_  
\_\_\_\_\_

SURETY\* \_\_\_\_\_  
\_\_\_\_\_

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

NOTARY PUBLIC \_\_\_\_\_

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

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

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

QUESTIONNAIRE

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

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the space provided.

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

NON-COLLUSION DECLARATION

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].

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

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

CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

**Labor Code Section 1735** requires that no discrimination be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in **Government Code Section 12940**.

The firm listed below certifies that it does not discriminate in its employment with regard to the factors set forth in **Labor Code Section 1735**; that it is in compliance with all federal, state, and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment 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.

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STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES  
CONCERNING THE CONTRACTORS' LICENSING LAWS

[Business and Professions Code § 7028.1]

[Public Contract Code §20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

*Business and Professions Code §7028.15*

(a) **It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor**, except in any of the following cases:

(1) The person is particularly exempted from this chapter.

(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now §20103.5] of the Public Contract Code.

(b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than 6 months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

(c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

(d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

(e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal,

and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.**

- (f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- (g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code §20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

License No. \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_



## CITY OF WEST HOLLYWOOD CONSTRUCTION AGREEMENT

This Construction Agreement (“Agreement”) is made and entered into as of the date executed by the City Manager and attested to by the City Clerk, by and between \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR") and the City of West Hollywood, California, a municipal corporation (hereinafter referred to as "CITY").

### RECITALS

- A. Pursuant to the Notice Inviting Sealed Bids/Request for Proposals for FOUNTAIN AVENUE INTERSECTION IMPROVEMENTS, CIP 1807, bids/proposals were received, publicly opened, and declared on the date specified in the notice; and
- B. On \_\_\_\_\_, City’s City Council declared CONTRACTOR to be the lowest responsible bidder/proposer and accepted the bid/proposal of CONTRACTOR; and
- C. The City Council has authorized the City Manager to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the Concrete Repair Program, CIP 1807, in the City of West Hollywood.

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 FOUNTAIN AVENUE INTERSECTION IMPROVEMENTS, CIP 1807 in the City of West Hollywood. The work shall be performed in accordance with the Plans and Specifications dated June 25, 2018 (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 Sealed Bids/Request for Proposals, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, exhibits, 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 Standard Specifications, and the Special Provisions, in that order, shall control. Collectively, these contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

## CITY OF WEST HOLLYWOOD CONSTRUCTION AGREEMENT

3. COMPENSATION. CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal in an amount not to exceed \$\_\_\_\_\_ which includes the amount bid of \$\_\_\_\_\_ plus a \_\_\_\_\_% contingency of \$\_\_\_\_\_ for Change Orders. The AGREEMENT may be modified after the work has begun by either a written Change Order signed by both the CITY and CONTRACTOR, or by a written memoranda from the City Manager or the City Manager's designee. Said amount shall be considered full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder and it 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. TERM OF AGREEMENT. The term of this contract shall commence upon execution by both parties and shall expire on \_\_\_\_\_ unless extended in writing in advance by both parties.
5. TIME OF PERFORMANCE. CONTRACTOR agrees to complete the work within 30 calendar days from the date of contract award. 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.
6. PREVAILING WAGES.
  - A. Pursuant to Labor Code §§ 1770, 1771, 1773, and 1773.1 and as specified in 8 California Code of Regulations § 16000, 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.
  - B. 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.
  - C. CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
  - D. 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:

## CITY OF WEST HOLLYWOOD CONSTRUCTION AGREEMENT

- i. 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
  - ii. When the number of apprentices in training in the area exceeds a ratio of one to five, or
  - iii. 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
  - iv. When 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.
- E. Pursuant to Labor Code § 1776, CONTRACTOR shall comply with all Department of Industrial Relations registration requirements.
- F. 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.
- G. CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.
- H. 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.
- I. CONTRACTOR and its subcontractors must keep an accurate certified payroll records in compliance with Labor Code § 1776. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.
7. 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 violation of the Labor Code.

## CITY OF WEST HOLLYWOOD CONSTRUCTION AGREEMENT

8. 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.
9. CONTRACTOR'S LIABILITY. The City of West Hollywood 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.

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, 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

## CITY OF WEST HOLLYWOOD CONSTRUCTION AGREEMENT

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.

10. THIRD PARTY CLAIMS. In accordance with Public Contracts 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.
11. 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.
12. INSURANCE. With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Builders General Provisions.
13. 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.
13. 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

## CITY OF WEST HOLLYWOOD CONSTRUCTION AGREEMENT

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.

14. 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.
15. 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 West Hollywood business license, if required under CITY ordinance.
16. 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 three 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.
17. 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.
18. 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.
17. 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.

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18. 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 WEST HOLLYWOOD  
8300 Santa Monica Boulevard  
West Hollywood, CA 90069-6216  
Attention: Hany Yanni Demitri

CONTRACTOR:

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

19. DISPUTES. Disputes arising from this contract will be determined in accordance with the contract documents.
20. NON-DISCRIMINATION. No discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.
21. COMPLIANCE WITH FEDERAL LAW. CONTRACTOR shall comply with all applicable federal laws and regulations, including, but not limited to, the Davis-Bacon Act.
22. EQUAL BENEFITS ORDINANCE, No. 03-662. The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
23. RESTRICTIONS: ARAB LEAGUE BOYCOTT OF ISRAEL. CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
24. 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.

**CITY OF WEST HOLLYWOOD  
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- 25 TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.
- 26 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.
- 27 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 have executed this Agreement the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR: Company Name

\_\_\_\_\_  
Name of Authorized Signer, Title

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

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

CITY OF WEST HOLLYWOOD:

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Paul Arevalo, City Manager

ATTEST:

\_\_\_\_\_  
Yvonne Quarker, City Clerk



**CITY OF WEST HOLLYWOOD  
CONSTRUCTION AGREEMENT**

**PERFORMANCE BOND**  
(TO BE EXECUTED WITHIN 5 (FIVE) DAYS OF CONTRACT AWARD)

**FOUNTAIN AVENUE INTERSECTION IMPROVEMENTS  
C.I.P. #1807**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS the CITY of West Hollywood (Owner) has awarded to \_\_\_\_\_,  
as principal hereinafter designated as the "Contractor," a contract to provide services for the  
FOUNTAIN AVENUE INTERSECTION IMPROVEMENTS, C.I.P. # 1807

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract  
guaranteeing the faithful performance thereof;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound  
unto the Owner in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_),  
which is 100 percent of the total contract amount for the above stated project, to be paid to the  
Owner, its successors and assigns, for which payment 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 said Contractor, 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 foregoing contract and any alteration thereof made as therein provided on its or  
their part to be kept and performed at the time and in the manner therein specified and in all  
respects according to their true intent and meaning, and shall indemnify and save harmless the  
Owner, its officers, and agents, as therein stipulated, then this obligation shall become and be null  
and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this  
bond, the said surety will pay a reasonable attorney's fee to the Owner in an amount to be fixed by  
the court. Surety, for value received, hereby stipulates and agrees that no amendment, change,  
extension of time, alteration, or addition to said contract, and of any feature or item or items of  
performance required therein or thereunder, shall in any manner affect its obligations on or under  
this bond; and said surety does hereby waive notice of any such amendment, change, extension of  
time, alteration, or addition to said contract, and of any feature or item or items of performance  
required therein or thereunder.

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

CONTRACTOR

SURETY

\_\_\_\_\_

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

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

**CITY OF WEST HOLLYWOOD  
CONSTRUCTION AGREEMENT**

**PAYMENT BOND  
(TO BE EXECUTED WITHIN FIVE (5) DAYS OF CONTRACT AWARD)**

**FOUNTAIN AVENUE INTERSECTION IMPROVEMENTS  
C.I.P. #1807**

WHEREAS, the CITY of West Hollywood (Owner) has awarded to \_\_\_\_\_, as Contractor, a contract to provide services for the FOUNTAIN AVENUE INTERSECTION IMPROVEMENTS, C.I.P. # 1807 AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materials persons, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the CITY of West Hollywood as Owner in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which is 100 percent of the total contract amount for the above stated project, for which payment 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 said Contractor, its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in any amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to the Owner in an amount to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

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

CONTRACTOR

SURETY

\_\_\_\_\_

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

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

**CITY OF WEST HOLLYWOOD  
CONSTRUCTION AGREEMENT**

**NONCOLLUSION DECLARATION TO BE EXECUTED  
BY  
BIDDER AND SUBMITTED WITH BID**

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]

Signed \_\_\_\_\_

\_\_\_\_\_  
Title

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

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

**CITY OF WEST HOLLYWOOD  
CONSTRUCTION AGREEMENT  
COMPENSATION INSURANCE CERTIFICATE**

Pursuant to Section 1861 of the State Labor Code, each Contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the CITY of West Hollywood prior to performing any work on this contract:

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.

CONTRACTOR: Name of Company

\_\_\_\_\_  
Name, Title of Authorized Signer

\_\_\_\_\_  
Date

GENERAL SPECIFICATIONS  
FOUNTAIN AVENUE INTERSECTION IMPROVEMENTS  
CIP 1807  
IN THE CITY OF WEST HOLLYWOOD

1. SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents for the above stated project. The general items of work include striping modification, sign installation, enhanced pedestrian crossings with LED edge-lit signs and in-roadway lights and all appurtenant work other items not mentioned that are required by the plans and specifications.

This is an indefinite-quantity contract for supplies and services as specified, and effective for the period stated in this contract. **The quantities of supplies and services specified in the schedule are estimates only and are not purchased by this contract.**

Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause.

2. ORDERING

Any supplies and services to be furnished under this contract shall be ordered by issuance of Delivery Orders by the City Engineer. **Such orders may be issued for a period of 30 calendar days from the date of contract award.** There is no limit on the number of orders that may be issued. The City may issue orders requiring delivery to multiple destinations or performance at multiple locations.

All Delivery Orders are subject to the terms and conditions of this contract.

3. LOCATION OF WORK

The work will be done at various locations citywide within the City of West Hollywood.

4. SITE VISITATIONS

**Prior to the submission of the bid, the CONTRACTOR shall visit the streets within the City of West Hollywood** and make a thorough examination and evaluation of the existing site conditions to note the dense development, high demand for on-street parking, traffic on narrow streets, pedestrian activity, large street trees, etc. CONTRACTOR shall include the costs for SITE VISITATIONS in the prices paid for the various CONTRACT items of work and no additional compensation will be allowed therefore.

## 5. NOTIFICATION

The Contractor shall notify the owners of all utilities and substructures not less than 48 hours prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

A.T. & T.

Attention: Ms. Rosemary Burnett (626) 817-4273

BEVERLY HILLS WATER DEPARTMENT

(310) 285-2495

Attention: Mr. Jack Merluzzo

METROPOLITAN WATER DISTRICT

Attention: Mr. Todd McDonnell (818) 932-2135

CITY OF LOS ANGELES - DEPARTMENT OF  
WATER AND POWER (POWER SYSTEM)

Attention: Mr. Ridwan Hardy (213) 367-2755

CITY OF LOS ANGELES - DEPARTMENT OF  
WATER AND POWER (WATER SYSTEM)

Attention: Mr. Todd Huynh (213) 367-1211

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

(310) 861-0316

LOS ANGELES COUNTY DEPARTMENT OF  
PUBLIC WORKS, 24-Hour Emergency Telephone Number

(818) 458-HELP

COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY

Attention: Mr. Doug Walton (562) 699-7411

THE GAS COMPANY

(310) 687-2015

Attention: Mr. Jeff Wayne

SOUTHERN CALIFORNIA EDISON COMPANY

(310) 315-3214

Attention: Ms. Paula Lee

TIME WARNER CABLE

Attention: Mr. Clint Harmon (310) 466-4967

VERIZON BUSINESS

Attention: Mr. John Bachelder (972) 729-6016

VERIZON WIRELESS

Attention: Mr. Gregg Lake (818) 898-2352

UNDERGROUND SERVICE ALERT

(800) 422-4133 or 811

## 6. EMERGENCY INFORMATION

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

## 7. STANDARD SPECIFICATIONS

The Standard Specifications of the AGENCY are contained in the 2018 Edition of the Standard Specifications for Public Works Construction (Greenbook), as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 3055 Overland Avenue, Los Angeles, California 90034, telephone (310) 202-7775.

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

The Contractor is specifically directed to obtain as many copies of the 2018 Edition of the **Standard Specifications for Public Works Construction** as necessary, to acquaint himself with the subject matter contained therein, and to notify and apprise all other parties to the bidding process and contract as to their contents. No bidding or contractual adjustments shall be due or require immediate action as a result of failure on the part of the Contractor and his Subcontractors to fully acquaint themselves with the conditions of these documents. The Contractor is required to maintain at least one copy of these specifications on site at all times.

## 8. AUTHORITY OF THE CITY ENGINEER

The City Engineer of the City of West Hollywood, shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, as to the manner of performance and rate of progress of the work; all questions which arise as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to claims and compensations.

The City Engineer's decision shall be final, and the City Engineer shall have exclusive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

Any order given by the City Engineer, not otherwise required by these Specifications will on request of the Contractor be given or confirmed by the City Engineer in writing.

## 9. PRECONSTRUCTION MEETING

Prior to beginning work, a preconstruction meeting will be held at the office of the City Engineer for the purpose of discussing with the Contractor the scope of work, Contract documents, existing conditions, and all matters pertaining to the prosecution of and the satisfactory completion of the project. The Contractor's Superintendent required by Subsection 7-6 and any key staff or subcontractors shall attend the preconstruction meeting.

## 10. REMOVAL AND DISPOSAL OF MATERIALS

All materials removed must be hauled away from the project site and legally disposed of at a materials site located outside the City limits of West Hollywood. The Contractor is encouraged to recycle materials whenever possible.

Excavated soil shall be disposed of only in one of the following ways (a) at a landfill that offers the option of "beneficial reuse" so that it is not counted as disposal; or (b) in an unpermitted inert disposal site. For a list of facilities that accept inert debris please call the City of West Hollywood's Environmental Programs Coordinator at (323) 848-6499.

The Contractor shall recycle construction debris, asphalt, and concrete generated from removals required to construct the project. The Contractor is obligated, under this contract, to recycle the waste material through an approved recycling plant.

The Contractor shall submit to the City of West Hollywood the following:

1. Monthly tonnage reports shall be submitted to the Engineer by the end of each month for the previous reporting month. The information contained in the Monthly tonnage Report shall include (1) weight of all material that is diverted from a landfill and the name of the processing facility; and (2) the weight of all material that is disposed in a landfill and the name of the landfill.
2. Annual reports shall be submitted to the Engineer by the last day of January for the previous calendar year. The information contained in the Annual Report shall be a summary of all the Monthly Tonnage Reports, including the name of all permitted waste disposal facilities where the Contractor has disposed and/or transferred all solid waste removed from the City.

Payment for recycling of materials shall be included in the unit prices for the various items of work. No additional payment will be made for "Recycling of Materials" in conformance with the requirements in these specifications.



## SPECIAL PROVISIONS

### PART 1 – SUPPLEMENTAL PROVISIONS

#### SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

##### 1-2 DEFINITIONS

- AGENCY: City of West Hollywood
- Board: City Council of the City of West Hollywood
- Caltrans: State of California, Department of Transportation
- County: County of Los Angeles
- Engineer: The City Engineer of the City of West Hollywood or  
his authorized representative
- Federal: United States of America
- Contractor: The word Contractor is supplemented by adding  
thereto the following:  
The term Contractor means the Contractor as  
defined herein or his authorized representative.
- Arterial Roadway: The term Arterial Roadway shall include the following  
roadways within the boundaries of the City of West  
Hollywood: Beverly Blvd., Crescent Heights Blvd., Doheny  
Drive, Fairfax Ave., Fountain Ave., La Brea Ave., La Cienega  
Blvd., Melrose Ave., Robertson Blvd., Santa Monica Blvd.,  
San Vicente Blvd., and Sunset Blvd.
- Local Roadway: The term Local Roadway shall include all roadways within the  
boundaries of the City of West Hollywood which have not been  
defined above as an Arterial Roadway.

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

##### 2-1 AWARD AND EXECUTION OF CONTRACT

Within 10-working days after the date of the AGENCY'S Notice of Award, the Contractor shall execute and return the following contract documents to the AGENCY:

Contract Agreement  
Performance Bond  
Payment Bond  
Public Liability and Property Damage Insurance Certificate  
Automobile Liability Insurance Certificate  
Noncollusion Affidavit  
Worker's Compensation Insurance Certificate  
Local Storm Water Pollution Prevention Plan (LSWPPP)

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee.

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

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

## 2-3 SUBCONTRACTS

2-3.1 General. The sixth paragraph of Subsection 2-3.1 of the Standard Specifications is hereby deleted and replaced with the following:

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

Prior to award of the contract, the otherwise qualifying low bidder shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half

of 1 percent of the prime Contractors total bid. The prime Contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

## 2-4 CONTRACT BONDS

The Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Payment Bond shall remain in force until 35 days after the date of recordation of the Notice of Completion.

## 2-5 PLANS AND SPECIFICATIONS

2-5.1 General. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

Section 2 is amended by adding thereto the following new Subsection 2-5.4 Examination of Contract Documents.

2-5.4 Examination of Contract Documents. The bidder shall examine carefully the entire site of the work, including but not restricted to the conditions and encumbrances related thereto, the Plans and Specifications, and the proposal and contract forms therefore. 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 the work to be performed, the quantities of material to be furnished and as to the requirements of the proposal, Plans, Specifications, and the contract.

## 2-9 SURVEYING

The Contractor shall perform and be responsible for the accuracy of surveying adequate for construction; however the task of surveying itself shall be performed under the direction of a licensed Land Surveyor or Professional Engineer, whom is authorized to practice land surveying in the State of California, retained or provided for by the Contractor. The surveyor shall inspect for the presence of all survey monuments prior to construction and establish tie points and coordinates; reestablish all monuments after construction file maps as required by law and provide the City with copies of all survey documentation and maps.

All costs for surveying for construction, as well as protecting, removing, restoring, repairing, replacing, or reestablishing monuments or accessories to monuments or costs associated with the preparation or filing of Corner Records pursuant to requirements set forth in the State of California's Professional Land Surveyor's Act shall be included in the price bid for the various contract items of work, and no additional compensation shall be allowed therefore.

## SECTION 3 - CHANGES IN WORK

3-2.2 Contract Unit Prices. The second and third paragraphs of Section 3-2.2 of the Standard Specifications are hereby deleted and replaced with the following:

The quantities of work provided in the Bid Schedule are approximate only, being given as a basis for the comparison of bids, and AGENCY does not expressly or by implication agree that the actual quantities will correspond therewith, but reserves the right to delete any item from the contract, increase or decrease said quantities of each item, not-to-exceed twenty-five percent (25%) of the TOTAL CONTRACT dollar bid, which may be deemed necessary or expedient by the Engineer.

### 3-3 EXTRA WORK

3-3.2 Payment. The text of Section 3-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The AGENCY will pay for the extra work based on the accumulation of costs as provided in Section 9, "Measurement and Payment" of the Caltrans Standard Specifications, dated 2010.

## SECTION 4 - CONTROL OF MATERIALS

### 4-1 MATERIALS AND WORKMANSHIP

4-1.4 Test of Materials. Except as elsewhere specified, the AGENCY will bear the cost of testing material and/or workmanship which meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.5 Trade Names or Equals. Approval of equipment and materials, offered as equivalents to those specified, must be obtained prior to the opening of bids as set forth in the Instructions to Bidders.

## SECTION 5 - UTILITIES

### 5-1 LOCATION

The Contractor shall be responsible to contact owners of all utilities and to determine the location of all utilities. Attention is directed to Section 4215 through 4217 of the Government code of the State of California requiring that two (2) working days prior to commencing any excavation, Underground Service Alter of Southern California be notified by telephone, toll free, 1-800-422-4133, for the assignment of an Inquiry Identification Number. **No excavation shall commence unless the Contractor has obtained the Inquiry Identification Number, and so notified the City Engineer.**

## 5-2 PROTECTION

The Contractor shall be responsible for protecting all utilities at its expense.

## 5-4 RELOCATION

The second sentence of the last paragraph of Subsection 5-4 of the Standard Specifications is hereby deleted and replaced with the following:

When not otherwise required by the Plans and Specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

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

### 6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the issuance of the Delivery Order, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the completion time below or as agreed upon between the Contractor and the City Engineer and as stated on the individual Delivery Order. The time stated for completion shall include clean up of the site.

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

The Contractor shall not schedule any work on City recognized holidays. Holidays will not be counted as working days, and no additional payment shall be made to the Contractor for meeting this requirement. City Holidays are:

- New Year's Day (January 1)
- Martin Luther King Day (Monday Holiday)
- President's Day (Monday Holiday)
- Cesar Chavez Day (Monday Holiday)
- Memorial Day (Monday Holiday)
- Independence Day (July 4)
- Labor Day (Monday Holiday)
- Veteran's Day (November 11)
- Thanksgiving (Thursday Holiday)
- Day after Thanksgiving (Friday Holiday)
- Christmas Day (December 25)

No work will be allowed on this project between the day before Thanksgiving and the day following New Year's Day. The Contractor shall schedule operations accordingly.

The Contractor shall not schedule any work during community events in locations affected by the events, or at locations where work would adversely affect the events. Community events are subject to change, including the addition of new events. It is the Contractor's responsibility to confirm the times and locations of community events far enough in advance to reschedule the work as necessary. No additional payment shall be made to the Contractor for meeting this requirement.

## 6-2 PROSECUTION OF WORK

The following is hereby added to Section 6-2:

The Contractor shall conduct his operations so as to provide reasonable access to the adjacent driveways and shall have no greater length or quantity of work under construction than he can properly prosecute with a minimum of inconvenience to the public.

It is essential that the work be properly planned and that the work proceeds according to the approved schedule.

At least 2 weeks prior to start of construction, the Contractor shall notify all businesses and residents, and all emergency, public transportation, garbage collection, and bus services by letter of the pending work, unless modified by the Engineer.

At least 4 working days in advance of lane closures, all emergency, public transportation, garbage collection, and bus services shall be notified by the Contractor in writing of the locations, time, and date of the closure. In case of schedule changes, these services shall be notified by telephone at least 2 days in advance of the street closure. A copy of all written notices shall be given to the Engineer for review and approval prior to distribution.

At least 72 hours in advance of the work, all businesses and residents on the street, shall be notified in writing by the Contractor of the time and date of the work. Said notices shall explain the work, give the date that the work will begin, and advise that cars must be parked outside the work area if they need to be used on days scheduled for concrete work. The Contractor shall submit the text for the notices to the City Engineer for review and approval a minimum of 2 weeks prior to commencement of the proposed work. Each notice shall be hand delivered or securely attached to the door of the business or residence in the event no one is home at the time of distribution.

The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access and street parking. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. After working hours all driveways shall be accessible with smooth and safe crossings.

## 6-7 TIME OF COMPLETION

6-7.1 General. Subsection 6-7.1 of the Standard Specifications is hereby deleted and replaced with the following:

Upon verification that the signed contract and all bonds and certificates have been submitted in the proper form, the City Engineer will issue a Delivery Order for the Contractor to proceed with construction of the improvements.

If any change in the progress schedule is to be made or becomes necessary due to unforeseen circumstances, the Contractor shall so notify the City Engineer immediately in writing and may, upon written approval by the City Engineer, change the order of work and/or schedule of operations.

The Contractor shall conduct his operations so as to have under construction no greater length or amount of work than he can prosecute properly. Prior to starting any phase of the work, the Contractor shall be prepared and shall have sufficient materials and labor on hand to prosecute the work to its completion.

*Section 6 of the Standard Specifications is amended by adding the following new Subsection 6-7.1.1 Abandonment of Project.*

### 6-7.1.1 Abandonment of Project.

If there is no substantial work or significant submittals received by the City for a period of any fifteen (15) consecutive working days after the Notice to Proceed is issued, the City may declare the project abandoned. If the project is declared to be abandoned, the City may, at its sole option terminate the contract or require that the work be performed by the Surety.

6-7.2 Working Day. To this subsection of the Standard Specifications add the following:

A working day is any day within the period between the date of the start of the Contract time as specified in 6-1 and the date of field acceptance of the Work by the Engineer, other than:

1. Saturday,
2. Sunday,
3. Any day designated as a holiday by the City,
4. Any other day designated as a holiday in a Master Labor Agreement entered into by the Contractor on behalf of the Contractor as an eligible member of the contractor association,
5. Any day the Contractor is prevented from working at the beginning of the workday for cause as specified in 6-6.1, or
6. Any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as specified in 6-6.1.

The Contractor's activities shall be confined to the hours between **8:00 A.M. and 5:00 P.M., Monday through Friday**, excluding holidays. Material deliveries or other work shall only occur

within the hours of work. Deviation from these hours will not be permitted without the prior consent of the Engineer. In the event of a requested deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates, including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

## 6-8 COMPLETION AND ACCEPTANCE

6-8.3 WARRANTY. To the end of this subsection of the Standard Specifications add the following:

Unless otherwise specified, the Contractor shall make all repairs, replacements, and restorations within 30 days after the date of the Engineer's written notice. The provisions of the Specifications will continue to apply to work being done to satisfy the requirements of the guarantee.

## 6-9 LIQUIDATED DAMAGES

For each consecutive calendar day in excess of the time specified, for completion of the work for each location identified on each Delivery Order, the contractor shall pay to the city, or have withheld from monies due it, the sum of **\$400.00 per day**.

Execution of the Contract shall constitute agreement by the City and Contractor that \$400.00 per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the Work within the allotted time, that such sum is liquidated damages and shall not be construed as penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

## SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

### 7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES

7-1.1 General. To this subsection of the Standard Specifications add the following:

All personal vehicles that are used for construction work must have a company emblem on the door panels while working in West Hollywood.

Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. Contractor is required to remove stored waste from portable toilets two (2) times per week or as deemed acceptable by the Engineer. Sanitary facilities shall be removed from the site at the end of each workday.

7-1.2 Temporary Utility Services. To this subsection of the Standard Specifications add the following:



Water for any purpose shall be obtained by the Contractor at his expense. In no case, may the Contractor obtain water from unmetered fire hydrants. The cost of obtaining water shall be included in the prices paid for the various contract items of work included and not additional compensation will be allowed therefore, unless otherwise specified in these Contract Documents. The penalty for taking water from an unmetered fire hydrant shall be deducted from the payment due to the Contractor if the City is assessed by the water purveyor.

## 7-2 LABOR

7-2.1 General. To this subsection of the Standard Specifications add the following:

**The Contractor shall submit weekly certified payrolls for the project.** The Contractor shall also submit certified payrolls for all subcontractors who perform work in excess of \$10,000.

**The certified payrolls shall reflect payment of prevailing wage to all employees plus required fringe benefits.** Failure to comply with this requirement may be cause for the City to stop construction or to withhold progress payments until the Contractor shows compliance.

7-2.2 Laws. The Contractor, and all subcontractors, suppliers, and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

Pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California, the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute the contract shall be those determined by the Director of Industrial Relations of the State of California, which are available from the California Department of Industrial Relations Internet web site at <http://www.dir.ca.gov> . The Contractor shall not pay less than these rates.

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

In accordance with Labor Code Section 1771.1(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

### 7-3 LIABILITY INSURANCE

The text of Subsection 7-3 of the Standard Specifications is amended by adding thereto the following:

#### **Indemnity**

Except for the gross negligence or willful misconduct of an Indemnitee (as hereinafter defined), the Contractor hereby assumes liability for and agrees to defend (at Indemnitees' option), indemnify, protect and hold harmless City and its Project Consultants, and Engineers, officers, agents, and employees ("Indemnitees") from and against any and all claims, charges, damages, demands, actions, proceedings, losses, stop notices, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities of any kind or nature whatsoever, which may be sustained or suffered by or secured against the Indemnitees arising out of or encountered in connection with this Agreement or the performance of the Work including, but not limited to, death of or bodily or personal injury to persons or damage to property, including property owned by or under the care and custody of City, and for civil fines and penalties, that may arise from or be caused, in whole or in part, by any negligent or other act or omission of Contractor, its officers, agents, employees or Subcontractors including, but not limited to, liability arising from:

1. Any dangerous, hazardous, unsafe or defective condition of, in or on the premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the premises by Contractor, its officers, agents, employees, or subcontractors;
2. Any operation conducted upon or any use or occupation of the premises by Contractor, its officers, agents, employees, or subcontractors under or pursuant to the provisions of this contract or otherwise;
3. Any act, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors.
4. Any failure of Contractor, its officers, agents or employees to comply with any of the terms or conditions of this Contract or any applicable federal, state, regional, or municipal law, ordinance, rule or regulation; and
5. The conditions, operations, uses, occupations, acts, omissions or negligence referred to in Sub-subsections (1), (2), (3), and (4), existing or conducted upon or arising from the use or occupation by Contractor on any other premises in the care, custody and control of City.

The Contractor also agrees to indemnify City and pay for all damage or loss suffered by City including but not limited to damage to or loss of City property, to the extent not insured by City and loss of City revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions or negligence referred to in Sub-subsections (1), (2), (3), (4), and (5).

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, 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's 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.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this agreement or this section.

This Indemnity shall survive termination of the Agreement or Final Payment hereunder. This Indemnity is in addition to any other rights or remedies that the Indemnitees may have under the law or under any other Contract Documents or Agreements. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may, in its sole discretion, reserve, retain or apply any monies to the Contractor under this Agreement for the purpose of resolving such claims; provided, however, City may release such funds if the Contractor provides City with reasonable assurance of protection of the Indemnitees' interests. City shall, in its sole discretion, determine whether such assurances are reasonable.

### **Insurance.**

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 Products/Completed Operations Aggregate.

Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- Explosion, collapse or underground hazard (XCU)

- Products and completed operations
- Contractual liability

Coverage shall be applicable to City for injury to employees of: contractors, subcontractors or others involved in the project.

2. **Workers Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident, \$1,000,000 disease per employee, \$1,000,000 disease per policy for all covered losses. Employer's liability insurance afforded by this required policy shall be scheduled under any applicable umbrella or excess liability insurance policies.
3. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.
4. **Excess or Umbrella Liability Insurance** (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.
5. **Pollution Liability Insurance** with Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate. Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this Agreement. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it shall be approved in advance by City. Contractor is responsible for any deductible or self-insured retention and shall fund it upon City's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving City.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best rating of A- or better and a minimum financial size VII. Contractor and City further agree as follows:

1. Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 (ongoing) and CG 2037 (completed).

Contractor also agrees to require all contractors, and subcontractors to do likewise. Coverage shall be continued for one year after completion of the work.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work. The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
7. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
8. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.

9. Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance.
10. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.
11. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor, except as to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
12. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
13. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
15. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason.

Termination of this obligation is not effective until City executes a written statement to that effect.

17. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
18. The provisions of any workers' compensation or similar act will not limit the obligations of Contractor under this agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
19. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
20. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
21. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
22. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
23. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

#### 7-5 PERMITS

The text of Subsection 7-5 of the Standard Specifications is hereby deleted and replaced with the following:

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

No separate payment will be made for costs incurred by the permit and license requirements. Costs for permit and license requirements shall be included in the prices bid for each work item.

7-6 THE CONTRACTOR'S REPRESENTATIVE. To this subsection of the Standard Specifications add the following:

The Contractor shall assign a full-time Superintendent. The Superintendent named under this Section shall attend the preconstruction meeting prior to mobilizing equipment or shipping materials to the project site. The superintendent shall have a functional cell phone and provide the phone number to the Engineer. The Superintendent shall be able to be contacted at all times by cell phone. The superintendent shall be fluent in English and have full responsibility for the work. The Contractor must obtain the Engineer's approval five (5) calendar days prior to replacing and/or reassigning a new Superintendent. The Engineer may request the Contractor to replace the Superintendent at any time by notifying the Contractor in writing. If so requested, the Contractor will assign a new Superintendent within five (5) working days of the date of the request.

7-7 PROJECT SITE MAINTENANCE

7-8.1 Clean Up and Dust Control. *To this subsection of the Standard Specifications add the following:*

The Contractor shall keep premises free at all times from accumulations of waste materials, mud, dust and rubbish. The Contractor shall provide adequate trash receptacles about the site, and shall promptly empty the containers when filled.

No material other than clear, clean water is allowed to flow in the street gutters and/or into storm drains.

Construction materials shall be neatly stacked by the Contractor when not in use. Dusty materials in piles or in transit shall be covered to prevent suspension of the dirt or air. The Contractor shall promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids and cleaning solutions from the affected surfaces to prevent marring or other damage.

Volatile wastes shall be properly stored in covered metal containers and removed daily. Wastes shall not be buried or burned on the site or disposed of into storm drains, sanitary sewers, streams, or waterways. All wastes shall be removed from the site and disposed of in a manner complying with local ordinances and antipollution laws. Adequate cleanup will be a condition for recommendation of progress payment submittals.



7-8.2 Air Pollution Control. *To this subsection of the Standard Specifications add the following:*

The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 15037 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the South Coast Air Quality Management District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements. Materials to be disposed of shall not be burned, either inside or outside the highway right of way. The provisions of Subsection 300-1.3 "Removal and Disposal of Materials" of the Standard Specifications permitting disposal of material by burning shall not apply.

7-8.3 Noise Control. *To this subsection of the Standard Specifications add the following:*

A noise level limit of 86 dbA at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel.

7-8.4.2 Storage in Public Streets. *Delete this subsection of the Standard Specifications and replace with the following:*

The Contractor shall not store construction materials, equipment or excavated material in the public right-of-way at any time without prior permission from the Engineer. The Contractor shall secure at his own expense any area required for plant sites, storage of equipment or materials or for other purposes if sufficient area is not available within the project limits.

7-8.5 Temporary Light, Power, and Water. *To this subsection add the following:*

Water for any purpose shall be obtained by the Contractor at his expense. In no case, may the Contractor obtain water from unmetered fire hydrants. The costs of obtaining water shall be included in the prices paid for the various contract items of work included and no additional compensation will be allowed therefore, unless otherwise specified in these Contract Documents. The penalty for taking water from an unmetered fire hydrant shall be deducted from the payment due to the Contractor if the City is assessed by the water purveyor.

Section 7-8.6 Water Pollution Control of the Standard Specifications is amended by adding thereto the following:

This project lies within the boundaries of the Los Angeles Region of the Regional Water Quality Control Board and shall conform to the following requirements:

- Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges Within the Coastal Watersheds of Los Angeles County, Except Those Discharges Originating From the City of Long Beach (Order No. R4-2012-0175, NPDES No. CAS004001),
- National Pollutant Discharge Elimination System (NPDES) Permit for General Construction Activities No. CAS000002, Order No. 2009-0009-DWQ as Modified by 2010-0014-DWQ, and
- Los Angeles, California County Code Chapter 12.80 Stormwater and Runoff Pollution Control.

In order to control erosion, debris, and construction- related pollutants, the Contractor shall effectively implement and maintain the minimum Best Management Practices (BMPs) as shown in Table 1. Additional BMPs may be required based on actual field conditions or construction operations. In general, the contractor shall comply with the following requirements:

- Sediments shall not be discharged to the storm drain system or receiving water. Sediments generated on the project site shall be retained by implementing appropriate BMP's.
- No construction-related materials waste, spills, or residue shall be discharged from the project site to streets, drainage facilities, receiving waters, or adjacent property by wind or runoff.
- Non-storm water runoff from equipment, vehicle washing, or any other activity shall be contained by implementing appropriate BMP's.

TABLE 1 CONSTRUCTION SITE BMP'S MINIMUM REQUIREMENTS*	
<b>TEMPORARY SOIL STABILIZATION</b>	
SS-1	SCHEDULING
SS-2	PRESERVATION OF EXISTING VEGETATION
<b>TEMPORARY SEDIMENT CONTROL</b>	
SC-1	SILT FENCE
SC-7	STREET SWEEPING AND VACUUMING
SC-10	STORM DRAIN PROTECTION
<b>WIND EROSION CONTROL</b>	
WE-1	WIND EROSION CONTROL
<b>NON-STORM WATER MANAGEMENT</b>	
NS-6	ILLECIT CONNECTION/ILLEGAL DISCHARGE AND REPORTING
NS-8	VEHICLE EQUIPMENT CLEANING
NS-9	VEHICLE EQUIPMENT FUELING
NS-10	VEHICLE EQUIPMENT MAINTENANCE
<b>WASTE MANAGEMENT AND MATERIAL POLLUTION CONTROL</b>	
WM-1	MATERIAL DELIVERY
WM-2	MATERIAL USE
WM-4	SPILL PREVENTION CONTROL

WM-5	SOLID WASTE MANAGEMENT
WM-9	SANITARY/SEPTIC WASTE MANAGEMENT

\*Not all minimum requirements may be applicable to this project. Applicability to this project shall be verified by the Contractor and approved by the Agency. Additional BMPs may be required as a result of actual field conditions, contractor activities, or construction operations.

BMPs shall conform to the requirements in the LACDPW Construction Division’s “Construction Site Best Management Practices (BMP’s) Manual,” and addenda thereto issued up to, and including, the date of issuance of the Permit for the project. Copies of the Manual are available for purchase from:

Los Angeles County Department of Public Works  
Cashiers Office  
900 South Fremont Street  
Alhambra, CA 91803  
(626) 458-6969

The Contractor shall obtain and comply with the “LACDPW Construction Site Best Management Practices (BMPs) Manual.”

The contractor shall know and fully comply with the applicable provisions of the Manuals, Permits, and Federal, State and local regulations that govern the Contractor’s operations and storm water discharges from the project site. The Contractor shall implement, inspect and maintain all necessary water pollution control practices to satisfy all applicable Federal, State, and Local laws and regulations that govern water quality.

The Agency, as a permittee, is subject to enforcement action by the State Water Resources Control Board, Environmental Protection Agency, private citizens, and citizen groups. The Agency will assess the Contractor a penalty of \$1,000 for each calendar day that the Contractor does not fully implement or comply with the provisions set forth in this section “Water Pollution Control,” including but not limited to, compliance with the applicable provisions of the Manuals, Permits and Federal, State and local regulations. The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor’s failure to comply with the provisions. Costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the Agency or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act. In addition the Agency will deduct, from payments due the Contractor, the total amount of any legal fees, staff costs, and consultant fees as a result of the Contractors non-compliance with these provisions.

**REPORT OF DISCHARGE, NOTICES, OR ORDERS**

The Contractor shall notify the Agency immediately upon request from the regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor’s records pertaining to water pollution control work.

If the Contractor identifies any discharge into receiving waters in a manner causing, or potentially causing, a condition of pollution, the Contractor shall immediately inform the Agency. The Contractor shall submit a written report to the Agency within 5 days of the discharge event, notice, or order. The report shall include the following information:

- The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.
- The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.
- The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice, or order including additional measures installed or planned to reduce or prevent reoccurrence.
- An implementation and maintenance schedule for any affected water pollution control practices.
- Proposed corrective actions to be taken to reduce, eliminate and/or prevent recurrence of the discharge.

Full compensation for conforming to the requirements of these provisions for reporting discharge, notices, or orders shall be considered as included in the prices for the various contract items of work, and no additional compensation shall be paid therefore.

7-8.63 Local Storm Water Pollution Prevention Plan (LSWPPP). To this subsection of the Standard Specifications add the following:

As part of the water pollution control work, a Local Storm Water Pollution Prevention Plan (LSWPPP) is required for this Contract. No work having the potential to cause pollution, as determined by the Agency, shall be performed until the LSWPPP has been approved by the Agency.

The LSWPPP shall conform to the requirements of the LACDPW Construction Division's "Construction Site Best Management Practices (BMPs) Manual," and addenda thereto issued up to and including, the date of issuance of the Permit for the project. Copies of the Manual are available for purchase from:

Los Angeles County Department of Public Works  
Cashiers Office  
900 South Fremont Street  
Alhambra, CA 91803  
(626) 458-6969

The Contractor shall submit three (3) copies of the LSWPPP to the Agency for review within ten (10) working days after the date of the Agency's Notice of Award of this contract. The LSWPPP shall be signed and stamped by a Civil Engineer registered in the State of California and who has proven LSWPPP preparation experience. Review by the Agency will not relieve the Contractor of the responsibility for the adequacy of the LSWPPP or full compliance with all applicable Federal, State, and Local laws and regulations that govern water quality.

The Contractor shall prepare an amendment to the LSWPPP when there is a change in construction activities or operations which may affect the discharge of pollutants to surface waters, municipal storm drain systems, when the Contractor's activities or operations violate any condition of Permits, or when directed by the Agency. Amendments shall show additional water pollution control practices or revised operations. Amendments to the LSWPPP shall be prepared and submitted for review and approval in the same manner as specified for the LSWPPP approval. The Contractor shall keep one copy of the approved LSWPPP and approved amendments at the project site. Costs for the preparation of the LSWPPP and all other related costs shall be considered as included in the in the price bid for Local Storm Water Pollution Prevention Plan (LSWPPP).

Section 7 of the Standard Specifications is amended by adding the following new Subsection 7-8.6.3.1 LSWPPP Implementation.

#### 7-8.6.3.1 LSWPPP Implementation.

Upon approval of the LSWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing and disposing of the water pollution control practices included in the LSWPPP and any amendments. Unless otherwise directed by the Agency, the Contractor's responsibility for LSWPPP implementation shall continue throughout any temporary suspension of work.

The Contractor shall designate a Water Pollution Control Manager for the Contract. The Water Pollution Control Manager shall be responsible for the preparation and Implementation of the LSWPPP and any required modification or amendments.

In addition, the Water Pollution Control Manager is responsible to inspect that all Erosion Control Devices and BMPs are installed and functioning properly if there is a 50% or greater probability of predicted precipitation, (per NOAA – <http://www.weather.gov>) and after actual precipitation. A construction site inspection checklist and inspection log shall be kept current and maintained at the project site at all times and available for review by the Agency.

The Contractor shall submit to the Agency a statement of qualifications, describing the training, previous work history and expertise of the individual selected by the Contractor to serve as Water Pollution Control Manager. The Agency will reject the Contractor's submission of a Water Pollution Control Manager if the submitted qualifications are deemed inadequate. Compensation for furnishing the Water Pollution Control Manager shall be considered included in the lump sum bid price for Local Storm Water Pollution Prevention Plan (LSWPPP).

If the Contractor or the Agency identifies a deficiency in any aspect of the implementation of the approved LSWPPP or amendments, the deficiency shall be corrected immediately. If the Contractor fails to correct the identified deficiency, the Contractor shall be in noncompliance, and the Agency may order the suspension of any construction operations which create water pollution.

Implementation of water pollution control practices may vary by season. The Construction Site BMP Manual and these special provisions shall be followed for control practice selection of year

round, rainy season, and non-rainy season water pollution control practices. Costs for the implementation of the Storm Water Pollution Prevention Plan and all other related costs shall be considered as included in the lump sum bid price for Local Storm Water Pollution Prevention Plan (LSWPPP).

*Add Subsection 7-8.8 to the Standard Specifications as follows:*

7-8.8 Parking. The Contractor shall provide and maintain suitable parking areas, for use by all construction workers and others performing work or furnishing services in connection with the project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, construction activities, or public parking.

#### 7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The second paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the project limits, which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, landscaping, structures, etc.), which are damaged or removed as a result of his operations, or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements. All conflicting striping shall be removed at no additional cost to the City.

Relocations, repairs, replacements or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions, unless otherwise specified.

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the price for the various contract items of work, and no additional compensation shall be allowed therefore.

#### DAMAGE

The Contractor's operation shall not damage any private or public improvements including sprinkler systems, utilities, brick work, landscaping, driveway, curb, gutter, sidewalk, or pavement. Any damage to these or other facilities resulting from the Contractor's operations shall be repaired or replaced in kind; i.e. , plastic pipe shall be replaced with plastic, galvanized pipe shall be replaced with galvanized. The Contractor shall obtain a release from the individual property owner after repairing sprinklers to assure the city that the property owner is satisfied.

Any public or private improvements (including sprinkler systems, utilities, brick work, landscaping, driveway, curb, gutter, sidewalk, or pavement) damaged during the construction work shall be repaired by the Contractor at no additional cost **within 72 hours of notification**. If not completed within said time limit, the City shall have the authority to complete such work and deduct cost plus five percent (5%) administration thereof from any monies due or to become due to Contractor.

## SIGNS

Existing stop signs shall be temporarily placed in a location satisfactory to the City so that they are functional at all times when traffic is permitted to proceed through the construction area. After completion of construction, all parkway signs, including stop signs, street name signs, warning signs, etc., shall be replaced as directed by the City.

### 7-10 SAFETY

7-10.4.1.1 Work Site Safety. General. Subsection 7-10.4.1.1 of the Standard Specifications is amended by adding thereto the following:

**The City requires the Contractor to furnish a cellular phone number that will be furnished to the community with questions or complaints regarding the Contractor's work. The Contractor should designate a public liaison person to handle all resident inquiries.** The Contractor shall respond to community inquiries within one hour of the call during normal working hours. When dealing with the public, common courtesy is required.

The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access and street parking. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. After working hours all driveways shall be accessible with smooth and safe crossings.

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life, or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to

said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

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

## SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

Delete this subsection of the Standard Specifications and replace with the following:

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

## SECTION 9 - MEASUREMENT AND PAYMENT

### 9-3 PAYMENT

9-3.2 Partial and Final Payment. The text of Subsection 9-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be the last day of each month. The Contractor shall prepare the approximate measurement of the work performed through the closure date and submit it to the AGENCY for approval by the 10th day of the following month.

**THE CONTRACTOR IS REQUIRED TO SUBMIT A SEPARATE LOG SHEET WITH EACH PARTIAL PROGRESS PAYMENT INVOICE DESCRIBING THE BID ITEM OF WORK DONE (TYPE AND QUANTITY) AND THE LOCATION (REFERENCING THE ADJACENT COMMERCIAL OR RESIDENTIAL ADDRESS). THE INVOICE WILL NOT BE PROCESSED IF THE ACCURATELY PREPARED LOG SHEET (APPROVED BY THE CITY INSPECTOR) IS NOT ATTACHED.**

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

Payments are commonly authorized and made within 30 days following the 10th day of the month submitted. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.



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

9-3.3 Delivered Materials. Materials and equipment delivered, but not incorporated into the work, will not be included in the estimate for progress partial payment.

9-3.4 Mobilization. No separate payment will be made for mobilization. Cost for mobilization shall be included in the unit prices bid for each work item.

9-3.5 Contractor's Claims. Subsection 9-3.5 "Contractor's Claims," is hereby added to the Standard Specifications.

Within 30 days after the final estimate has been transmitted to him, the Contractor shall submit to the Engineer his written agreement with the final estimate or a written statement of all claims arising under the contract. No claim will be considered that was not included in the written statement of claims, nor will any claim be allowed when a notice or protest is required elsewhere in the Specifications and the Contractor has not complied with the notice or protest requirements.

If the Contractor files claims within the 30-day period, the Engineer will issue a semifinal estimate containing all undisputed amounts due under the contract and the Agency will pay the sum found to be due less the final retention and any amounts required by law to be withheld by properly executed and filed notices to stop payment.

Claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of the claims. The Engineer will consider and determine the validity of the claims. Failure to submit additional information and details requested by the Engineer will be sufficient cause for denying the claims. Upon the Engineer's final determination of the amount due under the claims, the final estimate will be prepared and the project submitted to the City Council for acceptance.

## SECTION 10 - STANDARD PLANS AND DETAILS

The Standard Plans and Details are hereby added to the Standard Specification. American Public Works Association, County of Los Angeles, State of California, and City of West Hollywood Standard Plans shall be used where applicable.

## SPECIAL PROVISIONS

### PART 6

#### TEMPORARY TRAFFIC CONTROL

##### SECTION 600 – ACCESS

600-2 VEHICLUAR ACCESS. To this subsection of the Standard Specifications add the following:

"TEMPORARY NO PARKING" signs shall be posted at least 72 hours in advance of the work. The signs shall be placed no more than 50 feet apart on each side of the alleys, streets, and parking areas and at shorter intervals if conditions warrant. If within a metered parking area, the signs shall be placed on EACH parking meter. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. Removal of signs and furnishing and placing of barricades, if necessary, for posting of signs shall be provided by the Contractor. Signs shall not be posted on any tree, utility pole or traffic sign. These signs shall be removed when the street is reopened for parking. The cost for furnishing and posting of Temporary No Parking Signs shall be included in the prices bid for each work item.

The Contractor shall provide access to all fire hydrants, valves, vaults, meters and pull boxes at all times. Traffic signals, pedestrian signals and stop signs shall remain unobstructed at all times.

The Contractor shall not store construction materials, equipment or excavated material in the public right-of-way at any time without prior permission from the Engineer. The Contractor shall secure at his own expense any area required for plant sites, storage of equipment or materials, or for other purposes if sufficient area is not available within the project limits.

The Contractor will be required to be flexible in accommodating physically disabled residents that may be affected by the construction and are not able to park their vehicles at any adjoining street and easily access their residences.

The Contractor shall be prepared to modify haul routes and staging areas to respond to changing conditions as directed by the Engineer. The Contractor shall insure that all hauling vehicles be radio dispatched to facilitate changes in the hauling cycle.

##### SECTION 601 – WORK AREA TRAFFIC CONTROL

601-1 GENERAL. To this subsection of the Standard Specifications add the following:

All barricading and construction signing shall be in conformance with *Chapter 6H TYPICAL APPLICATIONS* of the California MUTCD, 2014 Edition, as published by Caltrans and available on-line at <http://www.dot.ca.gov/trafficops/camutcd/> The Contractor shall furnish and install all flagmen, lights, signs, barricades, and other safety devices and equipment required. Additional

construction signing and barricading, required in the opinion of the Engineer to protect the public, shall be immediately erected by the Contractor, at no additional cost to the City.

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way every day including Saturdays, Sundays, and holidays. Any corrective work required to be done by Agency forces shall be back charged to the Contractor and withheld from the final payment based on the actual costs, plus a 40% markup for City administration and miscellaneous costs

Full street closures will not be allowed, except as specifically permitted by the Engineer.

*At least one 12-foot wide traffic lane shall be provided for each direction of travel* on all streets at all times, except as permitted by the Engineer. The traffic lanes shall be maintained on pavement, and shall remain unobstructed.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

The Contractor shall submit a daily work schedule and traffic routing plan showing the intended construction zone signing and operations for each phase of the work to be accomplished. The daily work schedule and traffic routing plan shall be submitted within 10-working days after the date of the AGENCY'S issuance of a Delivery Order. No work shall commence until this plan has been reviewed and approved in writing by the City Engineer.

Temporary Traffic Control on Local Roadways.

- a. For all construction work located on Local Roadways (as defined on page SP-1), the Contractor shall furnish and install all flagmen, lights, signs, barricades, and other safety devices and equipment required to protect the public in the vicinity of the work area. The cost for daily set up and operation of public protection measures and traffic control devices shall be included in the unit prices bid for the various items of work and no additional compensation will be allowed therefore. Additional construction signing and barricading, required in the opinion of the Engineer to protect the public, shall be immediately erected by the Contractor, at no additional cost to the City.

Temporary Traffic Control on Arterial Roadways.

- a. When construction work located on Arterial Roadways (as defined on page SP-1) does not require closure of a traffic lane, the Contractor shall furnish and install all flagmen, lights, signs, barricades, and other safety devices and equipment required to protect the public in the vicinity of the work area. The cost for daily set up and operation of public protection measures and traffic control devices shall be included in the prices bid for each work item. Additional construction signing and barricading, required in the opinion of the Engineer to protect the public, shall be immediately erected by the Contractor, at no additional cost to the City.

- b. When construction work requires closure of a traffic lane on an Arterial Roadway (as defined on page SP-1), the Contractor shall furnish and install temporary traffic control, including an Arrow Board, to close the traffic lane in accordance with the appropriate 6H Typical Applications 21 through 23 of the California MUTCD. The Contractor at his own expense shall prepare Traffic Control Plans if a work area requires a traffic lane closure on an Arterial Roadway. The Traffic Control Plan shall be prepared by a Registered Engineer, unless otherwise specified by the City Engineer. The Traffic Control Plan shall indicate the location and types of signs and barricades to be utilized. The Traffic Control Plan shall be submitted within 10-working days after the date of the AGENCY'S issuance of a Delivery Order. No work shall commence until this plan has been reviewed and approved in writing by the City Engineer. Full compensation for preparation of traffic control plans, as well as furnishing and operating temporary traffic control for closure of a traffic lane on a day to day basis, including Arrow Board, shall be included in the unit price in the Bid Schedule for *Bid Item #24 Furnish and Install Temporary Traffic Control for closure of a traffic lane (Arterial Roadway)*. Additional construction signing and barricading, required in the opinion of the Engineer to protect the public during the traffic lane closure, shall be immediately erected by the Contractor, at no additional cost to the City.

## SPECIAL PROVISIONS

### PART 8

#### LANDSCAPING AND IRRIGATION

##### 800-1 LANDSCAPING MATERIALS.

800-1.1.2 General. Topsoil shall be designated as Class A.

800-1.3 Seed. The following is hereby added to Subsection 800-1.3:

All lawn, parkway strip between the sidewalk and the curb, or landscaped areas disturbed by the Contractor as part of or as a result of the work shall be prepared and reseeded and/or replanted in-kind. **All landscape restoration shall be completed within 72 hours after the removal of forms from completed concrete installation.**

##### 800-2 IRRIGATION SYSTEM MATERIALS.

800-2.1.1 General.

The following is hereby added to Subsection 800-2.1.1:

*The condition of irrigation systems shall be inspected and tested by Contractor before commencing construction and after completion of construction.*

801-8 PAYMENTS. The text of Subsection 801-8 of the Standard Specifications is hereby deleted and replaced with the following:

All costs to the Contractor to relocate, repair, replace, or re-establish landscaping, replant existing bushes, and sprinkler systems shall be included in the price of various items of work involved and no separate payment shall be made therefor.

##### 802 ROOT REMOVAL

The following Subsection 802 is hereby added to the Standard Specifications:

802.1 ***All tree root removal or pruning*** shall be performed under the direct supervision of the City's Landscape Manager or City Engineer.

802.2 **PRIOR TO REMOVAL OR PRUNING, ALL *ROOTS OVER THREE INCHES (3") IN DIAMETER* SHALL BE INSPECTED BY A CALIFORNIA LICENSED ARBORIST PROVIDED BY THE CITY OR THE CITY'S LANDSCAPE MANAGER.**

802.3 **THE METHOD FOR REMOVAL OR PRUNING OF ALL *ROOTS OVER THREE INCHES (3") IN DIAMETER* SHALL BE AS DIRECTED BY A CALIFORNIA**

LICENSED ARBORIST PROVIDED BY THE CITY OR THE CITY'S LANDSCAPE MANAGER.

802.4 NO ROOTS OVER THREE INCHES (3") IN DIAMETER SHALL BE REMOVED OR PRUNED WITHOUT SUPERVISION BY A CALIFORNIA LICENSED ARBORIST PROVIDED BY THE CITY OR AS DIRECTED BY THE CITY'S LANDSCAPE MANAGER.

802.5 Tree roots adjacent to repair areas shall be removed to a depth of six to eight inches below the grade level and backfilled with sand. All visible surface roots and all debris resulting from root cutting shall be removed by the Contractor in accordance with Section 7-8.1 of the Standard Specifications, except removal shall be done by hand.

802.6 The Contractor shall not temporarily store concrete, roots, or debris within the parkway or on any landscaping.

802.7 Full compensation for conforming to the requirements of these provisions for Root Removal shall be considered as included in the prices for the various contract items of work, **and no additional compensation shall be paid therefore.**