DATE: February 14, 2023

TO: Mayor and Council Members

FROM: Parks, Recreation and Community Services Department
       Public Works Department

SUBJECT: Agreement with GA Builders, LLC, dba GA Construction for the Vincent Park Restroom Project Phase 2 (Bid No. CB-22-11)

RECOMMENDATION:
It is recommended that the Mayor and Council Members award a contract and approve an agreement with GA Builders, LLC, dba GA Construction in a total amount not to exceed $537,900 (includes a City controlled and directed ten percent (10%) contingency in an amount not to exceed $48,900), for the Vincent Park Restroom Project Phase 2 (Project), per Bid No. CB-22-11. (General Fund)

BACKGROUND:
Edward Vincent, Jr. Park (Park) is a 55-acre park, located at 700 Warren Lane. The Park has numerous amenities, including playgrounds, swimming pools, basketball courts, baseball fields, multipurpose fields, and tennis courts. There are six restroom facilities in the park; five of which need replacement or renovations. The restroom facility located adjacent to the tennis courts was renovated two years ago; a second restroom facility adjacent to the amphitheater, is currently under construction. The Project will replace the restroom building located between the Dennis the Menace playground and Willie Agee Playhouse. The remaining restroom facilities will be addressed at a later date as funding becomes available.

DISCUSSION:
The Project will replace the restroom facility near the Willie Agee Playhouse. On June 20, 2022, an Invitation to Bid for the Vincent Park Restroom Project Phase 2 (Bid No. CB-22-11) was sent to the City Clerk’s Office for advertisement in Inglewood newspapers and to the City Purchasing Division for advertising through Planetbids.com.

On July 20, 2022, the City Clerk’s Office opened the bids. The results are as follows:

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Location</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>GA Builders, LLC, dba GA Construction</td>
<td>Panorama, CA</td>
<td>$489,000</td>
</tr>
<tr>
<td>ABC Builders, Inc.</td>
<td>Glendale, CA</td>
<td>$527,233</td>
</tr>
<tr>
<td>Pub Construction, Inc.</td>
<td>Diamond Bar, CA</td>
<td>$549,000</td>
</tr>
<tr>
<td>Union Construction, Inc.</td>
<td>Palmdale, CA</td>
<td>$640,500</td>
</tr>
<tr>
<td>Stallworth Construction and Management Corporation</td>
<td>Riverside, CA</td>
<td>$649,234</td>
</tr>
<tr>
<td>AG Construction, Inc.</td>
<td>Tarzana, CA</td>
<td>$667,155</td>
</tr>
<tr>
<td>CWS System</td>
<td>Pasadena, CA</td>
<td>$674,000</td>
</tr>
<tr>
<td>Armstrong Cal Builders, Inc.</td>
<td>Signal Hill, Ca.</td>
<td>$724,000</td>
</tr>
</tbody>
</table>
Staff reviewed the proposals and, following verification of work references listed in the bid documents, it was determined that GA Builders, LLC, dba GA Construction is the lowest responsive bidder.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Sufficient funds in the amount of $537,900 are available in the Fiscal Year 2022-2023 Budget under the following Account Code Nos.:

<table>
<thead>
<tr>
<th>Account Code No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>221-100-P942-44870</td>
<td>HUD (CDBG)-CIP-Contract Services</td>
<td>$500,000</td>
</tr>
<tr>
<td>001-070-7021-44870</td>
<td>General Fund-PRCS-Park Maintenance-Contract Services</td>
<td>37,900</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$537,900</strong></td>
</tr>
</tbody>
</table>

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 - Agreement
Attachment No. 2 - Request for Bid - Bid No. CB-22-11
Attachment No. 3 - Bid Proposal from GA Construction, Inc.
Attachment No. 4 - Insurance

PREPARED BY:
Sabrina Barnes, Parks, Recreation and Community Services Director
Boytrese Osias, City - Capital Improvement Projects Manager

COUNCIL PRESENTER:
Sabrina Barnes, Parks, Recreation and Community Services Director
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:  
Sabrina Barnes, Parks, Rec., & Comm Svs Director

ASSISTANT CITY MANAGER APPROVAL:  
Louis Atwell, Asst. City Manager/PW Director

CITY MANAGER APPROVAL:  
Artie Fields, City Manager
Attachment No. 1
AGREEMENT NO.: ____

THIS AGREEMENT is made and entered into this _______ day of ________________, 2023, by and between the CITY OF INGLEWOOD (hereinafter referred to as the “City”), a municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301; and GA BUILDERS, LLC, dba GA Construction (hereinafter referred to as the “Contractor”) a California corporation, with a corporate number of 202251812635, duly organized and in good standing in the State of California, with a Contractors State License Board number of 882096 and a local place of business located at 8542 Wakefield Avenue, Panorama City, California 91402.

RECITALS

WHEREAS, Edward Vincent Jr. Park is a 55-acre park, located at 700 Warrant Lane; and

WHEREAS, the park has numerous amenities including playgrounds, swimming pools, basketball courts, baseball and football fields and tennis courts; and

WHEREAS, there are currently five restrooms in the park and all of them need to be replaced or renovated; and

WHEREAS, the Vincent Park Restroom Project phase 2, (CB-22-11) (the “Project”) was developed to replace the restroom by the Willie Agee playhouse; and

WHEREAS, on June 20, 2022, an Invitation to Bid for the Project was advertised; and

WHEREAS, on July 20, 2022, bids were received and opened and the Contractor was the lowest monetary bidder; and

WHEREAS, the Contractor represents that its listed subcontractor(s), if any, is in good standing in the State of California and validly registered with the California Department of Industrial Relations as required by law; and

WHEREAS, the Contractor represents that it and its subcontractor(s), if any, will remain validly licensed as required by law; and

WHEREAS, the Contractor represents that it has the background, knowledge, experience and expertise to perform the obligations set forth in this Agreement.
NOW THEREFORE, the City and Contractor (hereinafter referred to collectively as the “Parties” and individually as “Party”) hereto mutually agree as follows:

ARTICLE 1 – INCORPORATION OF RECITALS

All of the recitals are incorporated herein by reference.

ARTICLE 2 – SCOPE OF WORK

Contractor shall:

1. Perform the City’s Project, in a good, workmanlike, and timely manner and in accordance with Exhibit “A,” Vincent Park Restroom Project Phase 2, Bid No. CB-22-11; and Exhibit “B,” the Contractor’s Proposal. Each Exhibit is incorporated herein by this reference as if set forth in full. In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be (in descending order):
   a. Change orders and Amended Agreements (whichever occurs last);
   b. This Agreement;
   c. Exhibit “A;”
   d. Exhibit “B.”

2. Ensure that all work is done in a workmanlike and professional manner and in accordance with standard industry practices.

3. Agree to comply with, and be bound by all applicable federal, state, county, and local laws, rules, and regulations.

4. Ensure that all personnel engaged by the Contractor to perform the services contemplated by this Agreement shall be properly licensed.

5. Obtain, at its own expense, all necessary licenses, and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement.

6. Secure the payment of workers’ compensation to its employees as provided in California Labor Code Sections 1860 and 3700 and agree, that pursuant to California Labor Code Section 1810, that eight (8) hours’ labor constitutes a legal day’s work.

7. Correct all defects detected in workmanship and materials and agree that all
defects shall be corrected at the expense of the Contractor and approved by the Public Works Director or his designee. No payment shall be made to the Contractor until corrections are completed and approved

8. Agree that should disputes arise respecting the true value of any work done, of any work omitted, or any extra work, which the Contractor may be required to do, or respecting the size of payment to the Contractor during the performance of this contract, such dispute shall be initially decided by the Director of Public Works.

9. Abide by California Public Contract Code Section 7104 and California Labor Code Section 6705 whenever such Codes are relevant.

10. Agree to comply with the applicable provisions of California Labor Code Section 1777.5 relating to employment by the Contractor and all subcontractors under it, of journeymen, or apprentices, or workmen in any apprentice craft or trade. The Contractor specifically agrees to comply with the applicable provisions of California Labor Code Section 1770 through and including Section 1776 relating to compliance monitoring and enforcement, payment of prevailing wages to all workmen employed in the performance of the services contemplated by this Agreement by the Contractor and all subcontractors under it and to keep and maintain accurate certified payment records.

11. Agree that any digging of trenches or other excavations that extend deeper than four (4) feet below the surface, then the Contractor shall:

   a. Promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

      i. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

      ii. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to
bidders prior to the deadline for submitting bids.

iii. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

12. Agree that, in the event a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under the Agreement. The Contractor shall retain any and all rights provided by this Agreement first and then by relevant law which pertain to the resolution of disputes and protests between the Parties.

13. Agree that statutory provisions for penalties for failure to pay prevailing wages will be enforced and that the statutory provisions for penalties for failure to comply with the state's wage and hour laws will be enforced.

14. Provide a written guarantee of workmanship and safety to the Public Works Director or his designee. No payment shall be made to the Contractor without said written guarantee.

ARTICLE 3 – CITY’S DUTIES

The City hereby promises to provide all access, data, records, and documents reasonably within its possession or control as are necessary for the Contractor to perform the services contemplated by this Agreement.

ARTICLE 4 – TERM

Time is of the essence with respect to all time limits set forth in this Agreement. The Contractor shall diligently prosecute the Work to Substantial Completion within one hundred and forty (140) Working Days after the date specified in the City’s Notice to Proceed (“NTP”). The term of this Agreement shall run from the date first written above until the final acceptance of all work by the City.
ARTICLE 5 – COMPENSATION

1. Contractor shall be paid, pursuant to the bid items in the bid table in Exhibit "B," a not-to-exceed amount of Four Hundred Eighty-Nine Thousand Dollars ($489,000) for all work faithfully performed.

2. Contractor shall invoice, from the date of NTP, the City every thirty (30) days for services contemplated hereunder and which have been completed within that thirty (30) day period.

3. Contractor shall invoice City within ten (10) working days after the completion of the project. City shall pay Contractor in the ordinary course of City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing Contractor’s invoices.

4. Contractor agrees that, should work be performed outside the scope of services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of Contractor, and Contractor shall have no claim against the City for reimbursement.

ARTICLE 6 – TERMINATION

1. Without limitation to any of the City’s other rights or remedies at law or in equity, and reserving to itself all rights to losses related thereto, the City shall have the right to terminate or suspend this Agreement, in whole or in part, if it encounters conditions during the work contemplated hereunder that make it impossible or impracticable to proceed; or if the City is prevented from proceeding with the Agreement by law or by official action of a public authority; or if there is an unavailability of City Funds; or if the Contractor violates any material provisions of this agreement; or if the Contractor fails to provide the services required of this Agreement in a satisfactory manner as determined by the City Engineer. Upon the failure of the Contractor to promptly cure any default, the City’s election to terminate the Agreement for default shall be communicated by giving the Contractor a written notice of termination in the manner specified in Article 7 – Notices, of this Agreement.
2. The City shall have the option, at its sole discretion and without cause, of terminating this Agreement in part or in whole by giving thirty (30) Days written notice to the Contractor. The Contractor agrees to accept such sums as allowed under this Paragraph 2 as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind.

   a. Following such termination and within forty-five (45) Days after receipt of a billing from the Contractor seeking payment of sums authorized by this Paragraph 2, the City shall pay to the Contractor as its sole compensation for performance of the Work the following:

      i. For Work Performed. The amount of the Contract Sum allocable to the portion of the Work properly performed by the Contractor as of the date of termination, less sums previously paid to the Contractor. In no event, however, shall the compensation paid pursuant to this Paragraph 2 exceed the amount which would have been payable pursuant to Article 5 of this Agreement.

      ii. For Close-out Costs. Reasonable costs of the Contractor and its Subcontractors for:

         1. Demobilizing and

         2. Administering the close-out of its participation in the Project (including the amount for any and all materials and/or equipment ordered [which cannot be cancelled]) for a period of no longer than thirty (30) Days after receipt of the notice of termination.

      iii. For Fabricated Items. Previously unpaid cost of any items delivered to the Project Site, which were fabricated for subsequent incorporation in the Work.

b. Subcontractors. The Contractor shall include provisions in all of its
subcontracts, purchase orders and other contracts permitting termination for convenience by the Contractor on terms that are consistent with this Agreement and that afford no greater rights of recovery against the Contractor than are afforded to the Contractor under this Paragraph 2.

c. Contractor's Duties Upon Termination. Upon receipt of a notice of termination for default or for convenience, the Contractor shall, unless the notice directs otherwise, do the following:

i. Immediately discontinue the Work to the extent specified in the notice;

ii. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued;

iii. Provide to the City a description, in writing no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and contracts that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Work covered and a copy of the subcontract, purchase order or contract and any written changes, amendments or modifications thereto, together with such other information as the City may determine necessary in order to decide whether to accept assignment of or request the Contractor to terminate the subcontract, purchase order or contract;

iv. Promptly assign to the City those subcontracts, purchase orders or contracts, or portions thereof, that the City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that the City does not elect to accept by assignment; and
v. Thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project Site or in transit thereto.

**ARTICLE 7 – NOTICES**

1. All notices required or permitted to be given under this Agreement shall be in writing or sent by certified mail and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party.

2. Any notice given pursuant to this Agreement shall be deemed received and effective when properly addressed, posted and deposited in the United States Mail addressed to the respected parties as follows:

**Notice**

If notice to either Party is given, it shall be by personal delivery thereof or by depositing same in United States Mail, enclosed in a sealed envelope postage prepaid and return receipt requested and addressed as follows:

**CITY:**

Aisha L. Thompson,  
City Clerk  
City of Inglewood  
One Manchester Boulevard  
Inglewood, California 90301-1750

**CONTRACTOR:**

Gerald Aquino,  
President  
GA Builders, LLC dba GA Construction  
8542 Wakefield Avenue,  
Panorama City, California 91402

**WITH COPY TO:**

Director Public Works  
One Manchester Boulevard  
Inglewood, California 90301

**AGENT FOR SERVICE OF PROCESS ONLY**

Gerald Aquino  
8542 Wakefield Avenue,  
Panorama City, California 91402

**Notice of Surety**

If notice is given to Surety, it shall be by personal delivery to the Surety or by depositing same in United States mail, enclosed in a sealed envelope, addressed to the Surety

8
at the address of the Surety shown in the applicable Performance Bond or Payment Bond (or, if none is shown, the last known address for the Surety), and sent by registered or certified mail with postage prepaid.

**Effective Date of Notice**

Notice shall be deemed effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, properly addressed, with postage prepaid and return receipt requested.

**ARTICLE 8 – INSURANCE REQUIREMENTS**

The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of Contract.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than $2,000,000 per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Builder’s Risk (Course of Construction)** insurance utilizing an “All Risk” (Special
Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

5. **Surety Bonds** as described below.

6. **Professional Liability** (if Design/Build), with limits no less than $2,000,000 per occurrence or claim, and $4,000,000 policy aggregate.

7. **Contractors’ Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $2,000,000 per occurrence or claim, and $4,000,000 policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City Attorney’s Office. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as
ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. For any claims related to this project, the Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

**Builder’s Risk (Course of Construction) Insurance**

The Contractor may submit evidence of Builder’s Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City’s site.

**Claims Made Policies**

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

3. If coverage is cancelled or non-renewed, and not replaced with another claims-
made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

The Contractor shall furnish the City with original Certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements. All certificates and endorsements are to be received and approved by the Inglewood City Attorney's Office before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require
complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

The Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and the Contractor shall ensure that the City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

ARTICLE 9 – INDEMNIFICATION

1. Contractor shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part by any negligent act or omission, recklessness or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the negligence, or willful misconduct of the City.

2. If any action or proceeding is brought against Indemnities by reason of any of the matters against which Contractor has agreed to indemnify Indemnities as provided above, Contractor, upon notice from the City, shall defend Indemnities at Contractor’s expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnities need not have first paid for any of the matters to which Indemnities are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Contractor under this Article shall ensure Contractor’s obligations under this section, but the limits of such insurance shall not limit the liability of the Contractor hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 10 – BONDS

Contractor agrees that, at all times during the performance of the services contemplated by this Agreement, it shall keep and maintain the following Contract Bonds in the amount set forth below:
1. Performance Bond
2. Payment Bond

Said bonds shall be in the form approved by the Inglewood City Attorney and shall be satisfactory to City.

**Performance Bond**

The Contractor agrees to at all times during the performance of the agreement to obtain, keep, and maintain a faithful performance bond in the amount equal to one hundred percent (100%) of the Contract price. Said bond shall guarantee to the City the prompt, faithful and competent performance of each and every term, condition and provision set forth in the Contract Documents, said Contract Documents to be incorporated into the Performance Bond by express reference therein. Said Bond and the obligations of Surety thereunder shall remain in full force and effect for as long as the Principal/Contractor’s obligations remain in effect with the City. Said bond shall also be in the form and have the content required for approval by the City Attorney.

**Payment Bond**

Upon demand by the City, and before Contractor begins Work, of any kind for the Project, the Contractor shall post a Payment Bond pursuant to the requirements of Civil Code section 3247 et. Seq. Contractor shall keep such bond in force and effect as required by applicable law, but in no case less than seven (7) months from the date of acceptance of the Project by the City. Said Bond shall be in an amount equal to one hundred percent (100%) of the Contract price. Said bond shall be in the form approved by the City Attorney.

**ARTICLE 11 – LIQUIDATED DAMAGES**

It is agreed to by the parties to the contract that in case all the work called for under the contract is not completed expeditiously, safely, and per all of the rules set forth in the contract documents before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the City of Inglewood (in terms of inconvenience, lost productivity, additional administrative costs, and other costs both tangible and intangible). It is also agreed by the parties that it is and will be impracticable to determine the
actual damage which the City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that the Contractor will pay to the City the sum of seven hundred and fifty dollars ($750) for each and every delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Inglewood may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

Multiple Correction Notices

The Contractor shall receive only one Correction Notice for the same issue, or issues within the same specification section, without sanction. Additional Correction Notices indicate an unwillingness of the contractor to abide by the contract that he/she has entered into. The City may impose Liquidated Damages of Three Hundred Dollars ($300) for each correction notice, which is written on the same issue, or concerning the same section of the specifications.

The City of Inglewood will issue a change order credit to the contract (thereby reducing the contract value) by Three Hundred Dollars ($300) in the case of repetitive correction notices.

ARTICLE 12 – INGLEWOOD BUSINESS LICENSE

The Contractor agrees to at all times during the performance of the Agreement, obtain and maintain an Inglewood City business license. A copy of said license must be forwarded to the City Clerk and Public Works Department prior to issuing the Notice to Proceed (NTP).

ARTICLE 13 – “OR EQUAL” CLAUSE

Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Engineer of equal substance and
function. Said materials, article or equipment shall not be purchased or installed by the Contractor without the Engineer’s written approval.

Anyone wishing to make an “or equal” request must such request in writing to the Engineer within (7) seven days after the bid opening date.

ARTICLE 14 – PERMITS, COSTS AND NOTICES

City Permits

Wherever the property of the Federal Government, the State of California, the County of Los Angeles, the City of Inglewood, any local utilities, or of any other agency is affected by the work included in this contract, the Contractor shall procure all permits, give all notices necessary, and bear the cost of all permits and inspection lawfully exacted by said Government, State, County, City, District, Department, or other agency during the time of performing the work affecting said property. In addition, the Contractor shall bear all cost of traffic regulation and traffic control devices lawfully exacted by said State, County, City, or other agency during the time of performing the work affecting said property. Work may not start unless all permits are pulled. The Contractor will bear all the burden of construction delays caused by delays in pulling permits. Permits for all trades for all units must be pulled at one time.

Work within the Public Rights of Way

Contractor shall notify, verbally or in writing the “Permit Section” of City’s Public Works Department at least seventy-two (72) hours prior to starting any Work within a public street or right-of-way. If notice is verbal, Contractor shall prepare and maintain a written record of such notice. Neither the terms hereof nor anything shown on the drawings in connection with rights-of-way provided by the City shall be construed to entitle the Contractor to conduct operations in said rights-of-way in violation of existing regulations restricting interference with watercourses and drainage channels. The Contractor shall take adequate precautions against obstructing storm water flow in any affected watercourse or channel, and shall not deposit excavated materials in any area where they might interfere with or be subject to erosion from such flow.
The Contractor shall be responsible for making their own arrangements for parking facilities, storage areas, and staging area; the Contractor shall obtain written permission from the owners of the affected property for such use, and a copy of each such written permit shall be furnished to the City and property owners for their protection and records. The Contractor shall indemnify and hold harmless the City from all claims for damages occasioned by such actions.

**Encroachment Permits**

Contractor shall obtain encroachment permit(s) from the City’s Public Work Department prior to start of any Project Work. The costs of such permits are included on the Contract Sum.

**Liability Insurance for Permits**

Where required under the terms of the permits, the Contractor shall obtain liability insurance acceptable to and in an amount required by the public agency having jurisdiction. The policy shall insure said agency against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the City. The Contractor shall furnish to each such agency a certificate of protective liability insurance showing the protection afforded and the amount thereof.

Neither the terms hereof nor anything shown on the Drawings in connection with right-of-way provided by the City shall be construed to entitle the Contractor to conduct operations in said rights-of-way in violation of existing regulations restricting interference with watercourses and drainage channels. The Contractor shall take adequate precautions against obstructing storm water flow in any affected watercourse or channel, and shall not deposit excavated materials in any area where they might interfere with or subject to erosion from such flow.

**ARTICLE 15 – RESPONSIBILITIES OF PROJECT SUPERINTENDENT**

The Contractor shall submit, at the initial pre-construction meeting, written qualification of the proposed Project Superintendent (the “Superintendent”), for City review. The approved Superintendent shall be on the project site full time and will be responsible for
all general contract and subcontract work on the project. The approved Superintendent shall be assigned to one construction project only. The approved Superintendent shall attend all field measurement verifications.

The Superintendent shall be fully capable of scheduling, monitoring, and controlling the work of all trades that are performing work for this Project and of answering questions and concerns without consulting other off-site persons unless design or contractual issues require special consultation. Superintendent must be responsible for a maximum of one project at any time and shall be assigned for a time period that at least includes the period from Notice to Proceed through Notice of Completion.

ARTICLE 16 - AUTHORITY OF THE ENGINEER

All work of the Contract will be supervised by the City Engineer (the "Engineer," see Division 1 of the General Provisions). The Engineer shall have authority over the administrative aspects of the Contract including provisions for time for commencing and completing work and extension of time, if any.

The Engineer shall have the authority to approve a contingency of up to ten percent (10%) of Article 5 of this Agreement and to give such general directions and exercise such control as may be necessary to ensure that work on the Project is in strict compliance with the Contract Documents. The Engineer shall determine the adequacy of the Contractor's methods, plant, and equipment and may issue such directions relative to the sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of the work. The Engineer shall have the authority to stop the work, if necessary, to prevent its improper execution and shall determine the amount, quality, and fitness of the several kinds of work. The Engineer shall have the authority to reject all work which does not conform to the requirements of the Contract and shall have power to make such other decisions as provided in these specifications. All instructions, rulings, and decisions of the Engineer shall be final and binding unless formal protest is made under the provisions for "Rights and Remedies; Claims and Protests" in Article 17 of this Contract.

///
ARTICLE 17 – RIGHTS AND REMEDIES; CLAIMS AND PROTESTS

Duties and obligations imposed by the Contract Documents and rights and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by Applicable Law.

Section 45 of the General Provisions is deleted in its entirety and replaced with the following: If the Contractor considers any work demanded of him/her to be outside the requirements of the Contract, or considers any instruction, ruling, or decision of the Engineer to be unfair, the Contractor shall within ten (10) working days after any such demand is made, or any such instruction, ruling, or decision is given, file a written protest with the Engineer stating the nature of the protest and the reasons therefore. Except for such protests and objections as are made of record in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for any extra work, damages, and extensions of time on account of such demands, instructions, rulings, and decisions of the Engineer.

Upon receipt of any such protest from the Contractor, the Engineer will review the demand, instruction, ruling, or decision objected and will, within thirty (30) calendar days, advise the Contractor, in writing, of his/her final decision, which shall be binding upon all parties unless, within ten (10) working days after the date of said final decision, the Contractor shall file with the Public Works Director (the “Director”) formal protest against said final decision of the Engineer. The Director will then consider and render his/her final decision on any such protest within thirty (30) calendar days after receipt of such protest. Said decision shall be final.

Except for such protests and objections as are made of record in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for any extra work, damages, and extensions of time on account of such demands, instructions, rulings, and decisions of the Engineer.

Claims Based on Differing Site Conditions. Save and except as provided in this paragraph, Contractor agrees to solely bear the risk of Loss and Delay due to concealed or
unknown conditions, surface or subsurface, at a Site or in Existing improvements at the Site, without adjustments to the Contract Sum or Contract Time. If Contractor encounters conditions it believes constitutes Differing Site Conditions, then notice of such conditions shall, before such conditions are disturbed, be promptly reported to Engineer within twenty-four (24) hours by a written notice stating a detailed description of the condition encountered. Failure to submit a timely written notice to the Engineer shall be deemed a waiver of any right by Contractor for an adjustment to the Contract Sum or Contract Time by reason of such conditions.

Public Contract Code Section 9204

The provisions of Public Contract Code Section 9204 govern claims by the Contractor to the City. The provisions of Section 9204 are as follows:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing
with Section 7000) of Division 3 of the Business and Professions Code who has entered into a
direct contract with a public entity for a public works project.

(3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a
state agency, department, office, division, bureau, board, or commission, the California State
University, the University of California, a city, including a charter city, county, including a
charter county, city and county, including a charter city and county, district, special district,
public authority, political subdivision, public corporation, or nonprofit transit corporation
wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that
department.

(ii) The Department of Transportation as to any project under the jurisdiction of that
department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that
department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its
jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the
Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

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

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9
(commencing with Section 7000) of Division 3 of the Business and Professions Code who
either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim
applies shall conduct a reasonable review of the claim and, within a period not to exceed 45
days, shall provide the claimant a written statement identifying what portion of the claim is
disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a
contractor may, by mutual agreement, extend the time period provided in this subdivision.
(B) The claimant shall furnish reasonable documentation to support the claim.
(C) If the public entity needs approval from its governing body to provide the claimant a
written statement identifying the disputed portion and the undisputed portion of the claim,
and the governing body does not meet within the 45 days or within the mutually agreed to
extension of time following receipt of a claim sent by registered mail or certified mail, return
receipt requested, the public entity shall have up to three days following the next duly
publicly noticed meeting of the governing body after the 45-day period, or extension, expires
to provide the claimant a written statement identifying the disputed portion and the
undisputed portion.
(D) Any payment due on an undisputed portion of the claim shall be processed and made
within 60 days after the public entity issues its written statement. If the public entity fails to
issue a written statement, paragraph (3) shall apply.
(2) (A) if the claimant disputes the public entity's written response, or if the public entity fails
to respond to a claim issued pursuant to this section within the time prescribed, the claimant
may demand in writing an informal conference to meet and confer for settlement of the
issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified
mail, return receipt requested, the public entity shall schedule a meet and confer conference
within 30 days for settlement of the dispute.
(B) Within 10 business days following the conclusion of the meet and confer conference, if the
claim or any portion of the claim remains in dispute, the public entity shall provide the
claimant a written statement identifying the portion of the claim that remains in dispute and
the portion that is undisputed. Any payment due on an undisputed portion of the claim shall
be processed and made within 60 days after the public entity issues its written statement.
Any disputed portion of the claim, as identified by the contractor in writing, shall be
submitted to nonbinding mediation, with the public entity and the claimant sharing the
associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present
to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

**Public Contract Code Section 20104, et seq.**

20104

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand
dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) “Public work” means “public works contract” as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) “Claim” means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency’s written response to the claim, as further documented, shall be
submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency’s written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency’s written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency’s response or within 15 days of the local agency’s failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer
process.
(f) This article does not apply to tort claims and nothing in this article is intended nor shall be
construed to change the time periods for filing tort claims or actions specified by Chapter 1
(commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of
Division 3.6 of Title 1 of the Government Code.

20104.4.
The following procedures are established for all civil actions filed to resolve claims subject to
this article:
(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings,
the court shall submit the matter to nonbinding mediation unless waived by mutual
stipulation of both parties. The mediation process shall provide for the selection within 15
days by both parties of a disinterested third person as mediator, shall be commenced within
30 days of the submittal, and shall be concluded within 15 days from the commencement of
the mediation unless a time requirement is extended upon a good cause showing to the court
or by stipulation of both parties. If the parties fail to select a mediator within the 15-day
period, any party may petition the court to appoint the mediator.
(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration
pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of
Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4
(commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to
any proceeding brought under this subdivision consistent with the rules pertaining to judicial
arbitration.
(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators
appointed for purposes of this article shall be experienced in construction law, and, upon
stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable
hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be
paid equally by the parties, except in the case of arbitration where the arbitrator, for good
cause, determines a different division. In no event shall these fees or expenses be paid by
state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney’s fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

The City shall treat any time written notice as a claim for damages and shall be resolved in accordance with this Article 17 of the Contract.

ARTICLE 18 – INDEPENDENT CONTRACTOR

Contractor enters into this Agreement as an independent contractor and not as an employee of the City. Contractor shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors, or subcontractors, or any other person resulting from performance of this Agreement.

ARTICLE 19 – RETENTION

1. Provisions of California Public Contract Code §22300 et. seq., substitution of eligible and equivalent securities for retention held by the City to ensure the Contractor’s
performance under the Contract will be permitted at the request and expense of the Contractor and in conformity with California Public Contract Code §22300. The foregoing notwithstanding, the Contractor shall have ten (10) days following action by the City to award the Agreement to the Contractor to submit its written request to the City to permit the substitution of securities for retention under California Public Contract Code §22300. The failure of such Contractor to make such written request to the City within said ten (10) day period shall be deemed a waiver of the Contractor’s rights under California Public Contract Code §22300.

2. In the event the Contractor wishes to choose to exercise its rights under California Public Contract Code Section §22300, the Contractor shall enter into an escrow agreement with the City, and the escrow agent, a state or federally chartered bank in California with a current BauerFinancial, Inc. of not less than “5 Stars,” unless otherwise agreed to by the City Attorney, in the form specified by said Section §22300. Contractor shall have the obligation of ensuring that such securities deposited are sufficient to maintain, in total fair market value, an amount equal to the cash amount of the sums to be withheld under the Agreement. If upon written notice from the City or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by the City to ensure performance, Contractor shall, within five (5) days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the City, or in escrow, is equivalent to the amount of money to be withheld by the City under the Agreement.

ARTICLE 20 – NON-ASSIGNABILITY

The expertise and experience of the Contractor are material considerations for this Agreement. The City has an interest in qualifications of and capability of the Contractor, which will fulfill the duties and obligations, imposed under this Agreement. In recognition of that interest, the Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of the Contractor’s duties or obligations under this Agreement without the prior written consent of the City. Any attempted unauthorized
assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling the City to any and all remedies at law or in equity, including summary termination of this Agreement. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or novation, without prior written approval of the City.

**ARTICLE 21 – PROHIBITED INTERESTS**

No official, employee, or agent of City, nor any member of his or her immediate family, shall have any direct or indirect interest in the contract.

**ARTICLE 22 – EQUAL EMPLOYMENT**

Contractor agrees that during the performance of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status.

**ARTICLE 23 – CHANGES, AMENDMENTS AND MODIFICATIONS**

No change, amendment, or modification to this Agreement shall be effective unless in writing and signed by the Parties hereto.

**ARTICLE 24 – SEVERABILITY**

In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a material term in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent the scope or breadth is permitted by law.

**ARTICLE 25 – WAIVER**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of
any other provision, or a waiver of any subsequent breach or violation of any provision of this
Agreement. Acceptance by the City of any work or services by Contractor shall not constitute
a waiver of any of the provisions of this Agreement.

ARTICLE 26 – ENTIRE AGREEMENT

This Agreement, including all Exhibits is the entire, complete, final and exclusive
expression of the Parties with respect to the matters addressed therein and supersedes all
other Agreements or understandings, whether oral or written, entered into between the
Contractor and the City prior to the execution of this Agreement. No statements,
representations or other Agreements, whether oral or written, made by any party which are
not embodied herein shall be valid and binding unless in writing and duly executed by the
Parties of their authorized representatives.

ARTICLE 27 – GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed, and governed according to the laws of
the State of California. In the event of litigation between the Parties, venue in state trial
courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District,
located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in
the United States District Court, venue shall lie exclusively in the Central District of California,
in Los Angeles.

ARTICLE 28 – MISCELLANEOUS

1. The Parties waive any benefits from the principle of contra proferentum and
interpreting ambiguities against drafters. No party shall be deemed to be the drafter of this
Agreement, or of any particular provision or provisions, and no part of this Agreement shall
be construed against any party on the basis that the particular party is the drafter of any part
of this Agreement.

2. This Agreement may be executed in counterparts, and when each party hereto
has signed and delivered at least one such counterpart, each counterpart shall be deemed an
original and, when taken together with the other signed counterparts, shall constitute one
Agreement, which shall be binding upon and effective as to all parties hereto.
3. Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

GA BUILDERS, LLC dba GA CONSTRUCTION

__________________________
James T. Butts, Jr.,
Mayor

__________________________
Gerald Aquino,
President

ATTEST:

__________________________
Aisha L. Thompson,
City Clerk

APPROVED AS TO FORM:

__________________________
Kenneth R. Campos,
City Attorney
ACKNOWLEDGMENT

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

State of California
County of Los Angeles

On 12-14-2022 before me, Naushaba Azam (Notary Public)
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Naushaba Azam (Seal)

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Agreement
Document Date: __________________________ Number of Pages: ____________
Signer(s) Other Than Named Above: __________________________

Capacity(ies) Claimed by Signer(s)
Signer's Name: __________________________
☐ Corporate Officer — Title(s): __________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: __________________________
Signer Is Representing: __________________________

Signer’s Name: __________________________
☐ Corporate Officer — Title(s): __________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: __________________________
Signer Is Representing: __________________________
Attachment No. 2
SPECIFICATIONS FOR

Vincent Park Restroom Project Phase 2

BID NO. CB-22-11

Public Works Department
One West Manchester Boulevard, 3rd floor
Inglewood, California 90301
(310) 412-5333

July 2022

Due on July 20, 2022 at 11:00 AM

Bid Proposers are requested to submit bid proposal to:

City Clerk’s Office, 1st floor
City of Inglewood
One West Manchester Blvd.
Inglewood, CA 90301

For any questions or inquiries, please contact Boytrese Osias, Senior Engineer –
Public Works Department at (310) 412-5333.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>VICINITY MAP</td>
<td>3</td>
</tr>
<tr>
<td>INSTRUCTIONS TO BIDDERS</td>
<td>4</td>
</tr>
<tr>
<td>INVITATION TO SUBMIT BID</td>
<td>5</td>
</tr>
<tr>
<td>BIDDER'S PROPOSAL AND STATEMENT</td>
<td>7</td>
</tr>
<tr>
<td>DESIGNATION OF SUBCONTRACTORS</td>
<td>10</td>
</tr>
<tr>
<td>REFERENCES</td>
<td>11</td>
</tr>
<tr>
<td>NON-COLLUSION AFFIDAVIT</td>
<td>12</td>
</tr>
<tr>
<td>THE CONDITION OF THE FOREGOING OBLIGATION</td>
<td>13</td>
</tr>
<tr>
<td>BID BOND FOR PUBLIC WORKS OF IMPROVEMENT</td>
<td></td>
</tr>
<tr>
<td>FAITHFUL PERFORMANCE BOND FOR PUBLIC WORKS OF IMPROVEMENT</td>
<td></td>
</tr>
<tr>
<td>PAYMENT BOND FOR PUBLIC WORKS OF IMPROVEMENT</td>
<td></td>
</tr>
<tr>
<td>DIVISION I – SPECIAL PROVISIONS</td>
<td>25</td>
</tr>
<tr>
<td>DIVISION II – SPECIAL SPECS. / TECH. SPECIFICATIONS</td>
<td>57</td>
</tr>
<tr>
<td>DIVISION III – DISADVANTAGE BUSINESS ENTERPRISE (DBE)</td>
<td>125</td>
</tr>
</tbody>
</table>
INSTRUCTIONS TO BIDDERS
IMPORTANT

BEFORE SUBMITTING YOUR BID, HAVE YOU PROPERLY COMPLETED THE FOLLOWING?

Please Check Here

1. PROPOSAL:
   a. Have you submitted a bid on all items of the proposal? _________
   b. Is the proposal properly signed and dated? _________
   c. If bid is being submitted by a corporation, is corporate seal affixed to proposal? _________
   d. Is your Contractor's license number inserted in the proposal? _________

2. BOND:
   a. Is the amount of bond at least 10% of the total? _________
   b. Is bond properly filled in and signed by surety; or No.3? _________

3. CERTIFIED CHECK:
   a. Is the amount of check at least 10% of the total amount of your bid? _________
   b. Is check enclosed with bid? _________

4. DESIGNATION OF SUBCONTRACTORS
   a. Is portion of work allotted? _________
   b. Is name, location, and license given for each subcontractor? _________

5. PAYMENT OF PREVAILING WAGES
   a. Did you register with the Department of Industrial Relations (DIR) _________
   b. Are you aware of the provision to pay the prevailing wages and furnish certified payroll records to the City of Inglewood? _________

6. CONTRACT COMPLIANCE:
   a. Have you completed the non-collusion affidavit? _________
   b. Is the non-collusion affidavit properly signed and duly notarized? _________
   c. Have you examined and understood the requirements and forms to be furnished on the project? _________

7. BUSINESS LICENSE
   Are you aware of Division 1, Section 9, entitled Inglewood Business License? _________

8. REFERENCE LIST
   Have you completed and submitted the Reference List? _________

9. Disadvantage Business Enterprise (DBE)
   Did you read and comply with DBE requirements _________
CITY OF INGLEWOOD
INVITATION TO SUBMIT BID
(Specifications and Conditions Governing Bid Award)

Project Subject to Bid: Vincent Park Restroom Project Ph. 2: CB-22-11
The City of Inglewood, California hereby extends an invitation to submit a proposal in accordance with this bid, to provide labor and materials and/or completing the above designated project. The City makes no representation that any agreement will be awarded to any firm/company responding to this request.

A non-mandatory pre-bid conference and walk thru for interested bidders will be conducted on Thursday, June 30, 2022 at 3:15 PM at Vincent Park Basketball ball field. Vincent Park is located at the 700 Warren Lane, Inglewood CA. 90305. Call Boytrese Osias (City Capital Improvement Manager) or Kenrick Sanderlin (Associate Engineer), at (310) 412-5333 should you require further information.

Each bid to be considered must be delivered to and received by the City Clerk no later than 11:00 AM on July 20, 2022 at the Office of the City Clerk, Inglewood City Hall, One Manchester Boulevard, Inglewood, CA 90301.

Each bid shall be submitted and completed in all particulars using the form entitled, "Bidder's Proposal and Statement" attached hereto. The submittal bid must be enclosed, together with the requisite bid security, in a sealed envelope addressed to the City Clerk with the designation of the project: Vincent Park Restroom Project Phase 2: CB-22-11 appearing thereon.

Each bid shall state the unit price of each item if called for on the Bidder's Proposal and Statement form. In the event alternative bids are called for in said form, each alternative bid shall be completed.

Bids will be opened in public in the City Clerk's Office and will be announced to all persons present.

Please visit https://pbsystem.planetbids.com/portal/45619/portal-home to obtain specifications and other bid documents for the project.

Each bid must be accompanied by a deposit in the form of cash, a cashier's or certified check made payable to the City of Inglewood, or a bid bond, for an amount of not less than ten percent (10%) of the aggregate of the bid. This is a guarantee that the successful bidder will, within the time specified, enter into an agreement as provided in the bid document. Bidder shall furnish bonds when required in the Special Provisions: One for faithful performance in the amount of the contract sum, and another for contractor's labor and materials in the amount of the contract sum.

The City Council reserves the right to reject any or all bids and to waive any irregularities in any bid, and to take bids under advisement for a period not to exceed sixty (60) calendar days from and after the date bids are opened and announced.
Attention is directed to the provisions of Labor Code § 1725.5: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (with limited exceptions for this requirement for bid purposes only under Labor Code Section 1771.1a). No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner for all new projects awarded on or after April 1, 2015. The Labor Commissioner may excuse contractors and subcontractors on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District and County of Sacramento) or that is covered by a qualified project labor agreement. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under them. The Contractor or any subcontractor shall comply with the requirements of said sections in the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, San Francisco, California, or the Division of Apprenticeship Standards and its branch offices.

Notice is hereby given that the City Council has ascertained the prevailing rates of per diem wages in the locality in which the work is to be performed for each craft or type of workman or mechanic needed to execute the contract in accordance with the provisions of Section 1770, et. seq. of the Labor Code. Said prevailing rates are on file in the Office of the City Clerk and are incorporated herein by reference. Copies shall be made available to any interested party on request.

Attention is directed to the provisions of California Public Contract Code Section 10164 concerning Contractor's licensing laws. This contract requires at least a valid California State Contractors License with a classification of “A” or “B” at the time of the bid.

The successful bidder must obtain and maintain a current Inglewood City Business License until completion of the project.

This notice is given by order of the City Manager of the City of Inglewood, California, and is dated this _________ day of _____________________, 2022.

____________________
Artie Fields, City Manager
City of Inglewood, California
PROPOSAL

To the City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301

The undersigned declares that he/she has carefully examined the location of the proposed work and has otherwise satisfied himself/herself as to the nature and location of the work, and is fully informed as to all conditions and matters which can in any way affect the work or cost thereof, that he/she has examined the Specifications and Plans, and has read the accompanying "INSTRUCTIONS TO BIDDERS" and hereby agrees to provide the following:

To furnish all labor, tools, materials, equipment, transportation, and services and to do all work required for the project and in strict conformity with the plans, specifications and actual site verification and at the following prices, to Wit: including items mentioned in Division II, Section 1.18: Measurement and Payments, Section 1.21 and Plan and Bid Documents.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Bid Item Description</th>
<th>Qty.</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mobilization</td>
<td>1</td>
<td>L.S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Demolition of Restroom and concrete pads. See Division II, Section 1.18 and 1.21.</td>
<td>1</td>
<td>L.S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Construct new restroom. See Division II, Section 1.18 and 1.21.</td>
<td>1</td>
<td>L.S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Construct new sidewalk. See Division II, Section 1.18 and 1.21.</td>
<td>1</td>
<td>L.S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Bulk Excavation (TBD by City Engineer)</td>
<td>50</td>
<td>CY</td>
<td>$250/CY</td>
<td>$12,500</td>
</tr>
</tbody>
</table>

TOTAL BASE BID WRITTEN IN WORDS

TOTAL BASE BID IN FIGURES

____________________________

IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.
RECEIPT OF ADDENDUM NO. ___, ___, ___, IS HEREBY ACKNOWLEDGED.

This bid is based upon completing the work within "One hundred forty (140) working days" from the date of the Notice to Proceed. Before signing the contract, the lowest responsible bidder shall furnish all necessary bonds within ten (10) days after receiving the Contract notification.

Lowest monetary bidder will be determined by the total lump sum bid amount indicated above. The City, however, reserves the right to add or subtract quantities or work based on the unit prices/unit lump sums so indicated as its budgetary needs may require. Notwithstanding Section 3, paragraph 3-2.1 of the Standard Specification for Public Works Construction, the City may change the Plans, Specifications, character of the work, or quantity of work provided even when the total arithmetic dollar value of such changes, both additive and deductive, are in excess of twenty-five percent (25%) of the Total Contract price. No adjustment for the Unit Prices/Unit Lump Sum will be made for the adjusted quantities or work.

NOTICE: The City/Redevelopment Agency will retain ownership of all building materials (i.e., plywood boards and beams) and security devices (i.e., security window grates and security doors) used for security on the buildings that constitute the properties identified in this bid package. All companies bidding on this project shall take that fact into consideration when preparing and submitting a bid. At its discretion, the City/Redevelopment Agency maintenance crews shall select and remove the plywood building materials and security devices from the buildings prior to the buildings being abated of asbestos/lead paint and demolished. The City/Redevelopment Agency maintenance crews will be solely responsible for removing the plywood building materials and security devices from the buildings. The general contractor for the project shall not assess a fee or cost to the City/Redevelopment Agency for removing its plywood building materials and security devices from its buildings. **

* Working days are from Monday through Friday (except every other Friday), when the City of Inglewood is open for public services – refer to Division I Section 27. City is closed every other Friday.

Enclosed is a Bidder's Bond, certified check or cashier's check number _____ on the__________________ bank, which is not less than ten percent (10%), as a guarantee that the undersigned will enter into the contract if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with necessary bonds and insurance, within the time limits above specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of Inglewood, State of California.

SIGNATURE OF BIDDER __________________________ TEL NO. __________________

BUSINESS ADDRESS ________________________________
CONTRACTOR'S LICENSE NUMBER & EXPIRATION DATE

TYPE OF LICENSE

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

CONTRACTOR'S SIGNATURE

Dated this____day of______________, 20__.

SURETY COMPANY'S NAME

ADDRESS

CITY       STATE       ZIP CODE

PHONE       FAX
DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 4100, Division 5, Title 1 of the California Public Contract Code), and any amendments thereof, each bidder shall set forth below: (a) 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 to be performed under this contract in an amount in excess of one-half of one percent of the prime contractor's total bid, and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the Contractor shall be deemed to have agreed that he/she is fully qualified and will perform that portion themselves.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his/her original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

SUBCONTRACTORS

<table>
<thead>
<tr>
<th>Name</th>
<th>Address &amp; City</th>
<th>Type of Service</th>
<th>License No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

10
REFERENCES

PLEASE PROVIDE REFERENCES ON SIMILAR TYPE OF WORK

1 Organization/Agency: ____________________________ Phone:__________________________
   Contact Person: ____________________________ Phone:__________________________
   Work Performed: __________________________________________
   __________________________________________

2 Organization/Agency: ____________________________ Phone:__________________________
   Contact Person: ____________________________ Phone:__________________________
   Work Performed: __________________________________________
   __________________________________________

3 Organization/Agency: ____________________________ Phone:__________________________
   Contact Person: ____________________________ Phone:__________________________
   Work Performed: __________________________________________
   __________________________________________

4 Organization/Agency: ____________________________ Phone:__________________________
   Contact Person: ____________________________ Phone:__________________________
   Work Performed: __________________________________________
   __________________________________________

5 Organization/Agency: ____________________________ Phone:__________________________
   Contact Person: ____________________________ Phone:__________________________
   Work Performed: __________________________________________
   __________________________________________

6 Organization/Agency: ____________________________ Phone:__________________________
   Contact Person: ____________________________ Phone:__________________________
   Work Performed: __________________________________________
   __________________________________________

Use these sheet or additional sheet, if more experiences are desired to be listed.
NON-COLLUSION AFFIDAVIT

The undersigned is submitting a bid for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

__________________________________________

__________________________________________

__________________________________________

(Fill in description of contract)

__________________________________________

Company

__________________________________________

Name of Bidder

__________________________________________

Signature of Bidder

__________________________________________

Business Address

City State Zip Code

Subscribed and sworn to before me this ______day of _____________, 20__.

__________________________________________

Notary Public in and for the County of

__________________________________________, State of California.

My Commission Expires ________________, 20__.
THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, said Principal(s) has/have entered into or is/are about to enter into a certain written contract or agreement, dates as of the ______ day of ____________, 20__, with the City of Inglewood, for

______________________________

all as is more specifically set forth in said contract or agreement, a full, true, and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

NOW THEREFORE, if the said Principal(s) or any subcontractor(s) under said contract or agreement fails or fail to pay:

(1) For any materials, provisions, provender, transportation, appliances, or power, or other supplies; or

(2) For the hire of any teams, equipment, implements, or machinery; or

(3) For any work or labor supplied, furnished, provided, used, done, or performed in, upon, for, or about, or in connection with the said work or improvement; or

(4) For amounts due under the Unemployment Insurance Act of the State of California with respect to such work or improvement.

The Surety on this bond will pay the same in an amount not exceeding the sum hereinafore specified in this bond; and, also, in case suit is brought upon this bond, said Surety will (and does hereby agree to pay a reasonable attorney's fee, to be fixed and awarded by the Court and taxed as costs, and included in the judgment therein rendered.

This bond shall (and it is hereby made to) inure to the benefit of any and all persons entitled to file claims pursuant to law, so as to give a right of action to them or their assigns in any suit brought upon this bond.

This bond is executed and filed in connection with said contract or agreement hereunto attached to comply with each and all of the provisions of the laws of the State of California above-mentioned or referred to, and of all amendments thereto, and the obligors so intend and do hereby bind themselves accordingly.
The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item 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 or agreement, and of any feature or item or items of performance required therein or thereunder.

Executed, sealed and dated at ________________________.

California, this _____ day of ________________________, 20___.

By ________________________
    Its

And By ________________________
    Its

(SEAL) P R I N C I P A L

By ________________________
    Its Attorney-in-Fact

(SEAL) S U R E T Y

The foregoing bond is hereby approved by me as to form.

__________________________
    City Attorney

The foregoing bond is hereby approved by me as to Surety.

__________________________
    Mayor
“Vincent Park Restroom Project Phase 2”

DIVISION I

SPECIAL PROVISIONS
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DEFINITIONS</td>
<td>22</td>
</tr>
<tr>
<td>2</td>
<td>CONTRACT DOCUMENTS</td>
<td>22</td>
</tr>
<tr>
<td>3</td>
<td>PICKUP OF PLANS AND SPECIFICATIONS</td>
<td>23</td>
</tr>
<tr>
<td>4</td>
<td>PRECEDENCE OF CONTRACT DOCUMENTS</td>
<td>23</td>
</tr>
<tr>
<td>5</td>
<td>THE PROPOSAL</td>
<td>24</td>
</tr>
<tr>
<td>6</td>
<td>LOWEST RESPONSIBLE BIDDER</td>
<td>25</td>
</tr>
<tr>
<td>6a</td>
<td>BID PROTEST PROCEDURES</td>
<td>25</td>
</tr>
<tr>
<td>7</td>
<td>BIDDER'S BOND</td>
<td>26</td>
</tr>
<tr>
<td>8</td>
<td>CONSTRUCTION BOND</td>
<td>26</td>
</tr>
<tr>
<td>9</td>
<td>RETENTION</td>
<td>26</td>
</tr>
<tr>
<td>10</td>
<td>INGLEWOOD BUSINESS LICENSE</td>
<td>27</td>
</tr>
<tr>
<td>11</td>
<td>LIABILITY INSURANCE</td>
<td>27</td>
</tr>
<tr>
<td>12</td>
<td>INDEMNIFICATION</td>
<td>30</td>
</tr>
<tr>
<td>13</td>
<td>EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS</td>
<td>30</td>
</tr>
<tr>
<td>14</td>
<td>PAYMENT OF PREVAILING WAGE RATES AND PAYROLL RECORDS</td>
<td>34</td>
</tr>
<tr>
<td>15</td>
<td>NON-DISCRIMINATION</td>
<td>37</td>
</tr>
<tr>
<td>16</td>
<td>SUBCONTRACTS</td>
<td>37</td>
</tr>
<tr>
<td>17</td>
<td>AUTHORITY OF THE ENGINEER</td>
<td>38</td>
</tr>
<tr>
<td>18</td>
<td>CHANGE ORDERS</td>
<td>38</td>
</tr>
<tr>
<td>19</td>
<td>SERVICE OF NOTICE</td>
<td>38</td>
</tr>
<tr>
<td>20</td>
<td>WORK DONE BY OTHERS</td>
<td>39</td>
</tr>
<tr>
<td>21</td>
<td>PERMITS AND INSPECTION COSTS</td>
<td>39</td>
</tr>
<tr>
<td>22</td>
<td>LOCAL CONDITIONS</td>
<td>40</td>
</tr>
<tr>
<td>23</td>
<td>&quot;OR EQUAL&quot; CLAUSE</td>
<td>40</td>
</tr>
<tr>
<td>24</td>
<td>SCOPE OF WORK</td>
<td>40</td>
</tr>
<tr>
<td>25</td>
<td>RIGHTS-OF-WAY</td>
<td>41</td>
</tr>
<tr>
<td>26</td>
<td>USE OF IMPROVEMENT DURING CONSTRUCTION</td>
<td>41</td>
</tr>
<tr>
<td>27</td>
<td>EXECUTION OF CONTRACT</td>
<td>42</td>
</tr>
</tbody>
</table>
DIVISION I
SPECIAL PROVISIONS

Except as otherwise provided in the Special Provisions, Technical/Special Specifications, or as modified herein, the work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications for Public Works Construction, Latest Edition, which are hereinafter referred to as the Standard Specifications.

The intention of the Contract Documents is to include all plant labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore, as provided in the Contract Documents for the proper execution and completion of the work on the Project in strict accordance with the Plans and Specifications.

Section 1. DEFINITIONS

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

AGENCY: CITY OF INGLEWOOD

BOARD: CITY COUNCIL of the CITY OF INGLEWOOD

CONSULTANT: The designated Consultant authorized by the Agency to represent the CITY (if applicable)

ENGINEER: CITY ENGINEER/PUBLIC WORKS DIRECTOR, CITY OF INGLEWOOD acting either directly or through properly authorized agents, acting within the scope of the particular duties entrusted to them.

LABORATORY: The designated laboratory authorized by the Engineer to test materials and work involved in the Contract.

Other terms appearing in the Standard Specifications shall have the intent and meaning specified therein.

Section 2. CONTRACT DOCUMENTS

The Contract Documents are comprised of the following, including all additions, deletions, modifications, appendices, and all addenda as prepared prior to the date of bid opening setting forth modifications or interpretations of any of said Documents:

The Invitation to Submit Bids, the Instructions to Bidders, the accepted Proposal, the List of Subcontractors, the Bid Security Forms, the Agreement, the Faithful Performance Bond, the Labor & Materials Bond, the Plans (if any), Technical/Special Specifications, and these Special Provisions.
Section 3. PICKUP OF PLANS AND SPECIFICATIONS

The Plans and Specifications and all other Documents comprising the pertinent Contract Documents, may be obtained at the Public Works Department on the Third Floor of Inglewood City Hall, One Manchester Boulevard, Inglewood, CA, 90301.

Each set of Plans and Specifications may be purchased for a fee of $50.00 fee per Bid Document or CD-ROM. All fees are non-refundable. If requested by mail, prospective bidder must pre-pay mailing charge of $15.00 per set requested.

Section 4. PRECEDENCE OF CONTRACT DOCUMENTS

The order of precedence of Documents shall be:

FIRST: Requirements of law, including the Charter and Ordinances of the City.

SECOND: Permits from other Agencies as may be required by law or Ordinance.

THIRD: Permits from City Departments as may be required by law or Ordinance.

FOURTH: Change Orders and/or Supplemental Agreements; whichever occurs last.

FIFTH: Contract/Agreement.

SIXTH: Addenda.

SEVENTH: Bid/Proposal.

EIGHTH: Special Provisions.

NINTH: Plans with detail drawings.


TWELFTH: Reference Specifications.

Detail drawings shall take precedence over general drawings.
Section 5. THE PROPOSAL

Proposals shall be submitted on the form provided by the City and shall be enclosed in a sealed envelope, marked, and addressed as hereinafter directed. The Bidder shall state in words and figures the specific sum for which he/she proposes to supply the labor, materials, supplies, or machinery, and perform the work required by the Plans and Specifications. In case words and figures do not agree, the words shall govern and the figures shall be disregarded. If the Proposal is made by an individual, it shall be signed and his/her full name and address shall be given; if it is made by a firm, it shall be signed with the co-partnership name by a member of the firm who shall also sign his/her own name and the name and address of each member shall be given; if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers, attested by the corporate seal, and the names and titles of all officers of the corporation shall be given. No telegraphic proposal or telegraphic modification of the Proposal will be considered.

Blank spaces in the Proposal shall be properly filled. The phraseology of the Proposal must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations, or provisions attached to the Proposal will render it informal and may cause its rejection. Alterations by erasure or inter-lineation must be explained or noted in the Proposal over the signature of the Bidder. Alternative proposals will not be considered unless specifically provided for in the Bidding Sheet. A bidder may withdraw their proposal before the hour fixed for opening bids without prejudice to themselves by submitting a written request to the City Clerk for its withdrawal and the Proposal will be returned to him/her unopened when reached in the procedure of opening bids. No proposals may be withdrawn after the hour fixed for opening bids without rendering the accompanying bidder’s bond, or certified or cashier check, or cash guaranty subject to forfeiture or liquidated damages in like manner as in the case of failure to execute contract after award, as hereinafter provided. No proposal received after the time named or at any place other than the place stated in the Invitation to Submit Bids will be considered. All bids will be opened and declared publicly.

Bidders, their representatives, and others interested are invited to be present at the opening. The City reserves the right to waive informality in any bid, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that bids are qualified by specific limitations, and to make awards to the lowest responsible bidder as the interest of the City may require.

Any proposal which is so unbalanced between the various contract items as to be detrimental to the interests of the City may also be rejected. Where bonds are required, the bidder shall name in his/her proposal the Surety or Sureties which have agreed to furnish said bonds.

The envelope enclosing the Proposal shall be sealed and addressed to the City Clerk, City of Inglewood, One Manchester Boulevard, Inglewood, CA, 90301. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and bear the words "Proposal For..." followed by the name of the work and the date and hour of bid opening.
Section 6. LOWEST RESPONSIBLE BIDDER

Section 2-200 of the Inglewood Municipal Code states: "The expression 'lowest responsible bidder' as used in this article and the City's Bidding Documents shall be deemed to mean the lowest bidder whose offer best responds in quality, fitness, and capacity to the requirements of the proposed work or usage."

In selecting the lowest responsible bidder, consideration will be given not only to the financial standing, but also to the general competence of the Bidder for the performance of the work covered by the Proposal. To receive favorable consideration, a bidder must present evidence that he/she has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the City that he/she or their associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements.

A showing of adequate financial resources is required, but will not alone determine whether a bidder is competent to undertake the proposed work. Each bidder must furnish, if required, a record of past performance and experience and show that his/her organization, capital, and equipment are adequate for the successful prosecution of the required work and its completion within the time specified.

Section 6a. BID PROTEST AND PROCEDURES

Bid Protest. Any bidder who submits a valid bid shall have the right to a bid protest with the City. Bid protests must be submitted in writing to the Director of Public Works, City of Inglewood, One Manchester Boulevard, Inglewood California 90301 before 5:00 p.m. no later than two Working Days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

1. **General.** Only a bidder who has submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder but must timely pursue its own protest. If required by City, the protesting bidder must submit a non-refundable fee in the amount specified by City, based upon the City’s reasonable costs to administer the bid protest. Any such fee must be submitted to the City no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section, a "Working Day" means a day that the City is open for normal business, and excludes Fridays the City is closed, weekends and City holidays.

2. **Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion(s) of the document(s) that form the basis of the protest. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder.

3. **Copy to Protested Bidder.** A copy of the protest and all supporting documents must be transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. **Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by the City before 5:00 p.m., within two Working Days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the “Response Deadline”). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder.

5. **Copy to Protesting Bidder.** A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

6. **Exclusive Remedy.** The procedure and time limits outlined in this section are mandatory and are the bidder’s sole and exclusive remedy in the event of a bid protest. A bidder’s failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

7. **Right to Award.** The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a Notice to Proceed with the Work notwithstanding any pending or continuing challenge to its determination.

**Section 7. BIDDER’S BOND**

As a guaranty of good faith, each bidder shall submit with their proposal an unconditional Bidder’s Bond or Certified or Cashier’s Check, drawn on a solvent State or National bank, or cash in the sum stated in the Invitation to Submit Bids, payable to the “City of Inglewood,” said Bidder’s Bond or check to be held uncollected until it becomes subject to disposal as herein provided.

Any condition or limitation placed upon said Bidder’s Bond or check will render it informal and may, at the option of the City, result in the rejection of the Proposal under which such Bidder’s Bond or check is submitted. If a bidder to whom an award is made fails or refuses to execute the Contract and furnish the required bonds, all within the time stated, said Bidder’s Bond or check and the monies represented thereby, or the cash guaranty, shall be and remain the property of the City and shall be subject to deposit with the Treasurer of the City as other monies belonging to the City, the amount thereof being agreed to by the Bidder as liquidated damages due the City. Within fifteen (15) days after the award of the Contract, the City will return the Proposal guarantees accompanying such as the Proposals, which are not to be considered in making the award. All other proposal guarantees will be held until the Contract has been finally executed, after which they will be returned to the respective bidders whose proposal they accompany.

**Section 8. CONSTRUCTION BOND**

Per Section 2-196 of the Inglewood Municipal Code, the Contractor agrees to at all times
during the performance of the agreement obtain, keep, and maintain a Faithful Performance Bond in the amount of the Contract Sum, and a Contractor's Labor and Material Bond in the amount of the Contract Sum. Said bonds shall be in the form approved by the City Attorney and Surety on all bonds furnished must be satisfactory to the City.

Section 9. RETENTION

Provisions of California Public Contract code §22300 et. Seq., substitution of eligible and equivalent securities for retention held by the City to ensure the Contractor's performance under this Agreement will be permitted at the request and expense of the Contractor and in conformity with California Public Contract Code§22300. The forgoing notwithstanding, the Contractor shall have ten (10) days following action by the City to award the Agreement to the Contractor to submit its written request to the City to permit the substitution of securities for retention under California Public Contract code §22300. The failure of such Contractor to make such written request to the City within said ten (10) day period shall be deemed a waiver of the Contractor's rights under California Public Contract code §22300.

In the event the Contractor wishes to choose to exercise its rights under California Public Contract code §22300, the Contractor shall enter into an escrow agreement with the City, and the escrow agent, a state or federally chartered bank in California with a current A.M. Best Rating of not less than “A”, in the form specified by said Section 22300. Contractor shall have the obligation of ensuring that such securities deposited are sufficient to maintain, in total fair market value, an amount equal to the cash amount of the sums to be withheld under the Agreement. If upon written notice from City or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by City to ensure performance, Contractor shall, within five (5) days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by City, or in escrow, is equivalent to the amount of money to be withheld by City under the Agreement.

Section 10. INGLEWOOD BUSINESS LICENSE

The Contractor/Consultant agrees to at all times during the performance of the Agreement, obtain and maintain a City of Inglewood Business License. A copy of said license must be forwarded to the City Clerk and Public Works Department prior to issuing Notice To Proceed (NTP).

Section 11. LIABILITY INSURANCE

The Contractor shall furnish the City with Comprehensive General Liability Insurance including automobile, contractual liability, products, and completed operations, owner's protective and personal injury coverage, in which the City is named as an additional insured, with the Contractor's insurance to be primary.

Any insurance in effect protecting the City shall be excess and shall be effective only upon
exhaustion of Contractor's insurance. The Policy shall insure the City, its officers, employees and volunteers, while acting within the scope of their duties, against all claims arising out of or in connection with the work, except as provided for in Section 25 of these Special Provisions. The Policy or endorsement shall state clearly that the City shall be notified by registered mail at least thirty (30) days prior to cancellation of the Policy for any reason.

**Minimum Limits of Insurance**

The Contractor shall maintain these policies and shall cause all parties supplying services, labor, or materials to maintain the following insurance in amounts not less than those specified below:

The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of Contract.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than $2,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

5. **Surety Bonds** as described below.

6. **Professional Liability** (if Design/Build), with limits no less than $2,000,000 per occurrence or claim, and $4,000,000 policy aggregate.

7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $2,000,000 per occurrence or claim, and $4,000,000 policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.
Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

Builder's Risk (Course of Construction) Insurance

The Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in
favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

**Verification of Coverage**

The Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

**Subcontractors**

The Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and the Contractor shall ensure that the City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

**Deductibles and Self-Insurance Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City Attorney. At the option of the City, either: the Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City Attorney guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**Section 12. INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the City and its officers, employees, and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnities by reason of any act of the matters against which the Consultant has agreed to indemnify Indemnities as provided above, the Contractor, upon notice from the City, shall defend Indemnities at the Contractor’s expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld.

Indemnities need not have first paid for any of the matters to which Indemnities are entitled to indemnification in order to be indemnified. The insurance required to be maintained by the Contractor under this Article shall ensure the Contractor’s obligations under this Section, but the limits of such insurance shall not limit the liability of the Contractor hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

**Section 13. EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS**

**Labor Code § 1773.3: Contract Awards; Copy to Division; Notice to Local Committee; Discrepancy in Ratio.**

"An awarding Agency whose public works contract falls within the jurisdiction of Section
1777.5 shall, within five (5) days of the Award send a copy of the Award to the Division of Apprenticeship Standards."

When specifically requested by a Local Joint Apprenticeship Committee, the Division of Apprenticeship Standards shall notify the Local Joint Apprenticeship Committee regarding all such awards applicable to the Joint Apprenticeship Committee making the request. Within five (5) days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, the pursuant to the certified fixed number of apprentices to journeymen, the awarding Agency shall notify the Division of Apprenticeship Standards.

Labor Code § 1777.5: Employment of Registered Apprentices; Wages; Standards; Number; Apprenticeable Craft or Trade; Exemptions; Contributions.

Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which he/she is registered.

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), Division 3 of the Labor Code are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

When the Contractor to whom the Contract is awarded by the State or any political subdivision, or any subcontractor under him/her, in performing any of the work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and subcontractor shall apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area of the site of the public work. However, approval as established by the Joint Apprenticeship Committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The Joint Apprenticeship Committee or committees, subsequent to the approving the subject Contractor or subcontractor, shall arrange for the dispatch of apprentices to the Contractor or subcontractor in order to comply with this Section.

Every contractor and subcontractor shall submit contract award information to the applicable Joint Apprenticeship Committee, which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the Joint Apprenticeship Committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for woman and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards.

The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but, except as otherwise provided in this Section, in no case shall the ratio be less than one (1) hour of apprentice work for every five
(5) hours of labor performed by a journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman or the higher standard stipulated by the Joint Apprenticeship Committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeyman so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the Contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a Joint Apprenticeship Committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

The Contractor or subcontractor, if he/she is covered by this Section, upon the issuance of the approval certificate, or if he/she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he/she employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in this Section. This Section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this Section.

"Apprenticeable craft or trade," as used in this Section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions is met:

(a.) Unemployment for the previous three (3) month period in the area exceeds an average of fifteen percent (15%).

(b.) The number of apprentices in training in such area exceeds a ratio of 1 to 5.

(c.) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis.

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

32
When exemptions are granted to an organization, which represents contractors in a specific trade from a 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, if they are already covered by the local apprenticeship standards.

The Contractor to whom the Contract is awarded, or any subcontractor under him/her, who, in performing any of the work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade, and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he/she employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Contractor or subcontractor may add the amount of the contributions in computing his/her bid for the Contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Section 227.

Labor Codes §1777.7: Noncompliance with §1777.5 Denial of Right to Bid on Contracts; Civil Penalty; Procedure.

The body awarding the Contract shall cause to be inserted in the Contract stipulations to effectuate this Section. The stipulations shall fix the responsibility of compliance with the Section for all apprenticeable occupations with the prime contractor. All decisions of the Joint Apprenticeship Committee under this Section are subject to Section 3081:

(a.) In the event a contractor or subcontractor willfully fails to comply with Section 1777.5, the Director of Industrial Relations shall deny to the Contractor or subcontractor both individually and in the name of the business entity under which the Contractor or subcontractor is doing business, the right to bid on, or to receive, any public works contract for a period of up to one (1) year for the first violation and for a period of up to three (3) years for the second and subsequent violations. Each period of debarment shall run from the date the determination of noncompliance by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council.

(b.) A contractor or subcontractor who violates Section 1777.5 shall forfeit as a civil penalty the sum of fifty dollars ($50) for each calendar day of noncompliance. Notwithstanding Section 1727, upon receipt of a determination that a civil penalty has been imposed, the awarding body shall withhold the amount of the civil penalty from the Contract progress payments then due or to become due.

(c.) In lieu of the penalty provided for in Subdivision (a) or (b), the Director may for a first time violation and with the concurrence of the Joint Apprenticeship Committee, order the Contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(d.) Any funds withheld by the awarding body pursuant to this Section shall be deposited in the General Fund if the awarding body is a State entity, or in the equivalent fund or an
awarding if the awarding body is an entity other than the State.

(e.) The interpretation and enforcement of Section 1777.5 and this Section shall be in accordance and the rules and procedures of the California Apprenticeship Council.

**Government Code §4552. Submission of Bids to Public Purchasing Body; Agreement to Assign.**

In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the Bid is accepted, it will assign to the purchasing 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. Sec. 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, materials, or services by the Bidder for sale to the purchasing body pursuant to the Bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

The preceding provisions of this Section shall be included in full in any specifications for the general public purchase and shall be included in full in the Bid Agreement or general provisions incorporated into the Bid Agreement.

**Section 14. PAYMENT OF PREVAILING WAGE RATES AND PAYROLL RECORDS**

The Contractor's attention is directed to the following provisions of the Labor Code. The Contractor shall comply with the prevailing wage provisions and be responsible for the compliance with these provisions by his/her subcontractors.

Copies of the prevailing rate of per diem wage determinations are on file in the City Clerk's Office and are available to any interested party on request.

**Labor Code § 1725.5:**

1. No contractor or subcontractor maybe listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless register with the Department of Industrial Relations (with limited exceptions from this requirements for bid purposes only under Labor Code Section 1771.1a

2. No contractor or subcontractor maybe awarded a contract for public work on a public works project (awarded on or April 1, 2015) unless registered with the Department of Industrial Relations (DIR).

3. All contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner for all new projects awarded on or APRIL 1, 2015. The Labor Commissioner may excuse contractors and sub-contractors on a project that is under the jurisdiction of one of the four legacy DIR approved compliance programs (CALTRANS, City of Los Angeles, Los Angeles Unified School District and County of Sacramento) or that is covered by a qualified project labor agreement.

4. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
Labor Code § 1771: Payment of General Prevailing Rate.

Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general per diem wages for holiday and overtime work fixed as provided in this Section, shall be paid to all workers employed on public works.

Labor Code § 1772: Employees of Contractors and Subcontractors.

Workmen employed by contractors or subcontractors in the execution of any contract for public works are deemed to be employed upon public work.

Labor Code § 1774: Payment of General Prevailing Rate.

The Contractor to whom the Contract is awarded, and any subcontractor under him/her, shall pay no less than the specified prevailing rates of wages to all workmen employed in the execution of the Contract.

Labor Code § 1775: Penalties for Violations; Action Against Contractor to Recover Penalties.

The Contractor shall, as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit not more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, as determined by the Director for the work or craft in which the worker is employed for any public work done under the Contract by him/her or by any subcontractor under him/her. The amount of this penalty shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor’s mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his/her prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor had knowledge of his/her obligations under this part. The difference between the prevailing wages rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the body awarding the Contract shall cause to be inserted in the Contract a stipulation that this Section will be complied with.

To the extent that there is insufficient money due the Contractor to cover all penalties and amounts due in accordance with this Section, or in accordance with Section 1813, and in all cases where the Contract does not provide for a money payment by the awarding body to the Contractor, the awarding body shall notify the Division of Labor Standards Enforcement of the violation and the Division of Labor Standards Enforcement, if necessary, with the assistance of the awarding body, may maintain an action in any court of competent jurisdiction to recover the penalties and the amounts due provided in this Section. This action shall be commenced not later than ninety (90) days after the filing of a valid Notice of Completion in the Office of the County Recorder in each County in which the public work or some part thereof was performed, or not later than ninety (90) days after acceptance of public work, whichever last occurs. No issue other than that of the liability of the Contractor for the penalties allegedly forfeited and amounts due shall be determined in the action, and
the burden shall be upon the Contractor to establish that the penalties and amounts
demanded in the action are not due.

Out of any money withheld, recovered, or both, there shall first be paid the amount due each
worker, and if insufficient funds are withheld, recovered, or both, to pay each worker in full,
the money shall be prorated among all workers.

Labor Code § 1776: Payroll Records; Retention; Inspection; Noncompliance Penalties;
Rules and Regulations.

(a.) Each contractor and subcontractor shall keep an accurate payroll record, showing the
name, address, social security number, work classification, and straight time and
overtime hours worked each day and week, and the actual per diem wages paid to
each journeyman, apprentice, worker, or other employee employed by him/her in
connection with the public work.

(b.) The payroll records enumerated under Subdivision (a) shall be certified and shall be
available for inspection at all reasonable hours at the principal office of the Contractor
on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for
inspection or furnished to the employee or his/her authorized representative on
request.

(2) A certified copy of all payroll records enumerated in Subdivision (a) shall be
made available for inspection or furnished upon request to a representative of
the body awarding the Contract, the Division of Labor Standards Enforcement,
and the Division of Apprenticeship Standards of the Department of Industrial
Relations.

(3) A certified copy of all payroll records enumerated in Subdivision (a) shall be
made available upon request by the public for inspection or for copies thereof.
However, a request by the public shall be made through either the body
awarding the Contract, the Division of Apprenticeship Standards, or the Division
of Labor Standards Enforcement. If the requested payroll records have not
been provided pursuant to paragraph (2), the requesting party shall, prior to
being provided the records, reimburse the costs of preparation by the
Contractor, subcontractors, and the entity through which the request was made.
The public shall not be given access to the records at the principal office of the
Contractor.

(c.) The certified payroll records shall be on forms provided by the Division of Labor
Standard Enforcement or shall contain the same information as the forms provided by
the Division.

(d.) Each contractor shall file a certified copy of the records enumerated in Subdivision (a)
with the entity that requested the records within ten (10) days after receipt of a written
request.

(e.) Any copy of records made available for inspection as copies and furnished upon
request to the public or any public agency by the awarding body, the Division of
Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.

(f.) The Contractor shall inform the body awarding the Contract of the location of the records enumerated under Subdivision (a) including the street address, City and County, and shall, within five (5) working days, provide a notice of a change of location and address.

(g.) The Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Section. In the event that the Contractor fails to comply with the ten (10) day period, he/she shall, as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

(h.) The body awarding the Contract shall cause to be inserted in the Contract stipulations to effectuate this Section. These stipulations shall fix the responsibility for compliance with this Section on the prime contractor.

(i.) The Director shall adopt rules consistent with the California Public Records Act, (Chapter 3.5, commencing with Section 6250, of Division 7, Title 1, Government Code) and the Information Practices Act of 1977, (Title 1.8, commencing with Section 1798, Part 4, Division 3, Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for producing copies of records required by this Section.

Section 15. NON-DISCRIMINATION

Labor Code § 1735: Discrimination in employment because of race, color, etc.

No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin or ancestry, physical disability, medical condition, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this Section is subject to all the penalties imposed for a violation of this Chapter.

Section 16. SUBCONTRACTS

The Engineer shall have the authority to approve changes of, or additions of, subcontractors. Such permission shall be requested in writing and must be approved in writing. Nothing contained in the Contract Documents shall be held to create a direct contractual relationship between any subcontractor and the City.

No subcontractor will be recognized as such; all persons engaged in the work of construction will be considered as employees of the Contractor, and the Contractor will be held
responsible for their work, which shall be subject to all the Provisions of the Contract Documents.

Section 17. AUTHORITY OF THE ENGINEER

All work of the Contract will be supervised by the Engineer. References to "Engineer" in Division I which concern administrative aspects of the Contract including provisions for time for commencing and completing work and extension of time shall be understood literally as meaning the Engineer or an authorized representative.

The Engineer shall have the authority to give such general directions and exercise such control as may be necessary to ensure that work on the Project is in strict compliance with the Contract Documents. The Engineer shall determine the adequacy of the Contractor's methods, plant, and equipment, and may issue such directions relative to the sufficiency of forces as may be reasonably necessary to ensure proper and continuous execution of the work. The Engineer shall have the authority to stop the work, if necessary, to prevent its improper execution and shall determine the amount, quality, and fitness of the several kinds of work. The Engineer shall have the authority to reject all work which does not conform to the requirements of the Contract and shall have power to make such other decisions as provided in these Specifications. All instructions, rulings, and decisions of the Engineer shall be final and binding unless formal protest is made under the Provisions for "Claims and Protests" in Section 42 of these Specifications.

The Engineer shall have executive authority to enforce such decisions and orders, which the Contractor shall carry out promptly. The Engineer shall have the authority to issue change orders not to exceed ten percent (10%) of the Contract amount, and time extensions as he/she deems necessary to best serve the City's interests.

Section 18. CHANGE ORDERS

All administrative aspects involving change orders shall be authorized by Public Works Director/City Engineer or Project Manager.

Section 19. SERVICE OF NOTICE

The delivering of any notice, instruction, claim, protest, or other written communication, personally to the Contractor or a representative on the Project, to the Engineer or a representative on the Project, or to the City or its representative at his/her office or legal place of business, shall constitute service thereof upon the Contractor, the Engineer, or the City, respectively.

The depositing in a post-paid wrapper directed to the official address of the Contractor, the Engineer, or the City, in any post office box regularly maintained by the protestor, or other written communication, shall be deemed sufficient service thereof upon the Contractor, the Engineer, or the City, respectively, and the date of such service shall be considered to be the day following the date of such mailing.
The official address of the Contractor shall be the address given in the accepted Proposal or such other address as the Contractor may subsequently designate in writing to the Engineer and the City. The official address of the City shall be: City of Inglewood; City Clerk’s Office; One Manchester Boulevard; Inglewood, CA, 90301.

Section 20. WORK DONE BY OTHERS

The City reserves the right to do other work and to let other contracts for work contiguous to the work set forth in the Contract Documents.

In the event that work is done by the City or by other contractors contiguous to the work covered by this contract, the respective rights of the various interest involved shall be established by the Engineer. The Contractor shall afford the City and other contractors reasonable opportunity for the introduction and storage of their materials and for the execution of their work, and shall properly conduct and coordinate work with all other parties.

If any part of the work under this contract depends for proper execution or result upon any other contiguous work, the Contractor shall inspect such work and promptly report to the Engineer any condition which may adversely affect the work under this contract. The Contractor’s failure to inspect and report same shall constitute an acceptance of said other contiguous work as fit and proper for the reception of the work under this contract, except as to deficiencies which may develop in said other work after the execution of the work covered under this contract.

Section 21. PERMITS AND INSPECTION COSTS

Wherever the property of the Federal Government, the State of California, the County of Los Angeles, the City of Inglewood, any local utilities, or of any other agency affected by the work included in this contract, the Contractor shall bear the cost of all permits and inspection lawfully exacted by said Government, State, County, City, District, Department, or other agency during the time of performing the work affecting said property; also, the Contractor shall bear all cost of traffic regulation and traffic control devices lawfully exacted by said State, County, City, or other agency during the time of performing the work affecting said property.

When working within the Railroad’s right of way, the Contractor shall contact Burlington Northern Santa Fe (BNSF) and/or Metropolitan Transportation Agency (MTA) and bear all cost of traffic regulation and traffic control during the time performing the work affecting said property.

Where required under the terms of the permits, the Contractor shall obtain liability insurance acceptable to and in an amount required by the public agency having jurisdiction. The policy shall insure said agency against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the City. The Contractor shall furnish to each such agency a certificate of protective liability insurance showing the protection afforded and the amount thereof.

Neither the terms hereof nor anything shown on the Drawings in connection with rights-of-way provided by the City shall be construed to entitle the Contractor to conduct operations in said rights-of-way in violation of existing regulations restricting interference with watercourses and drainage channels. The Contractor shall take adequate precautions against obstruc
storm water flow in any affected watercourse or channel, and shall not deposit excavated materials in any area where they might interfere with or be subject to erosion from such flow.

Section 22. LOCAL CONDITIONS

Bidders shall read the Specifications, examine the Drawings, and make their own estimates of the existing facilities and the difficulties, which will attend the execution of the work called for by the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. Bidders shall satisfy themselves by personal examination of the location of the proposed work and by such other means as they may choose so as to determine the actual conditions and requirements. Information derived from the maps, profiles, Plans and Specifications, Drawings, City Personnel, the Consultant, or his/her assistants, shall not relieve the Bidder of this responsibility.

Section 23. "OR EQUAL" CLAUSE

Whenever a material, article, or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any material, article, or equipment of other manufacturers' and vendors' which will perform adequately the duties imposed by the general design, shall be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. Said materials, articles, or equipment shall not be purchased or installed by the Contractor without the Engineer's written approval.

Section 24. SCOPE OF WORK

The work to be performed under this contract shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles, and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Specifications, Drawings, schedules, and other Contract Documents, as herein before defined, all of which are made a part hereof, and including such detail sketches as may be furnished by the Engineer from time to time during construction in explanation of said Drawings. The work shall be complete, and all work, materials, and services not expressly called for in the Specifications or not shown on the Drawings, which may be necessary for the complete and proper construction of the work, in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the City.

The Contractor shall check all dimensions and quantities on the Drawings or schedules herein contained or given by the Engineer, and shall notify the Engineer of all errors therein which may be discovered by examining and checking the Drawings. The Contractor shall not take advantage of any error or omission in these Specifications, or in the Drawings or schedules, but should such error or omission be discovered, the Contractor shall obtain instructions from the Engineer and the Contractor shall carry out such instructions as if originally specified.

The Contractor shall verify all dimensions in the field and shall check field conditions continuously during construction. The Contractor shall be solely responsible for any
inaccuracies built into the work.

The Contractor shall inspect related and appurtenant work and shall report in writing to the Engineer any conditions, which will prevent proper completion of the work. Any required removal, repair, or replacement caused by unsuitable conditions shall be done by the Contractor at his/her sole cost and expense.

Section 25. RIGHTS-OF-WAY

Rights-of-way or easements as required for the prosecution of the work will be provided by the City. The Contractor shall be responsible for making their own arrangements for parking facilities, storage areas, and staging areas; the Contractor shall obtain written permission from the owners of the affected property for such use, and a copy of each such written permit shall be furnished to the City and property owners for their protection and records.

The Contractor shall indemnify and hold the City harmless from all claims for damages occasioned by such actions.

Section 26. USE OF IMPROVEMENT DURING CONSTRUCTION

The City reserves the right to take over and utilize all or parts of any completed facility or appurtenance. Such action by the City will relieve the Contractor of responsibility for injury or damage to said completed portions of the improvement resulting from use by public traffic or from the action of the elements or from any other cause except injury or damage resulting from the Contractor's operations or negligence. The Contractor will not be required to re-clean said utilized portions of the improvement before field acceptance, except for cleanup made necessary by their operations. Nothing in this Section shall be construed as relieving the Contractor from full responsibility for correcting defective work or materials.

In the event the City exercises its right to place into service and utilize all or part of any completed facility or appurtenance, the City shall assume any responsibility and liability for injury to persons or property arising out of or resulting from the utilization of the facility or appurtenance so placed into service except for any such injury to person or property caused by any willful or negligent act or omission of the Contractor, subcontractor, their officers, employees, or agents.

Notwithstanding the above, the City reserves all rights to use and maintain the public rights-of-way for pedestrian and vehicular traffic, except as may otherwise be provided in the Special Provisions. Such use of the public rights-of-way does not relieve the Contractor of any liability for damages to the improvements caused in whole or in part by the Contractor, any of his agents or subcontractors, or any other third party. Furthermore, such use of the public rights-of-way by City in no way constitutes acceptance of the work in whole or in part.

The right is reserved to the City and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the work of this contract.

Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, alley, way, or parking area during the performance of the work hereunder and he shall so conduct his operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleys, ways, or parking areas.
Section 27. EXECUTION OF CONTRACT

A bidder to whom award is made shall execute a written contract with the City and furnish good and approved bonds, if required in the Special Provisions all in accordance with the Provisions hereof and within the time stated in the Proposal. If a bidder to whom an award is made fails or refuses to enter into the Contract as herein provided or to conform to any of the stipulated requirements in connection therewith, the bid bond, check or cash guaranty shall become the property of the City as provided in Section 7 hereof, the award will be annulled and, in the discretion of the City, an award may be made to the Bidder whose proposal is next most acceptable to the City. Such bidder shall fulfill every stipulation embraced herein as if he/she were the party to whom the first award was made. A corporation to which an award is made will be required, before the Contract is finally executed, to furnish evidence of its corporate existence, of its rights to do business in California and of the authority of the officer signing the Contract and bonds for the corporation to so sign.

Section 28. CONSTRUCTION SCHEDULE

The Contractor shall prepare and submit a complete construction schedule in a suitable form (i.e. "bar chart") indicating starting time and completion of each subdivision of trade or work in the Project prior to start of work. The construction schedule shall be approved by the Engineer prior to commencement of construction. The construction schedule shall be submitted using Microsoft Project in 8.5"x11" – files schedule, and 24" x 32" wall schedule (if requested by City). Please also see Division II of the Specifications in regard to Scheduling criteria.

Holidays and Fridays (every Friday City is closed) are “non-workdays.” Contractor will be provided a list of City Holidays. Contractor must receive prior approval before working on a “non-workday.” If work needs to be done on a non-workday, Contractor must submit a written request, to the Project Manager, at least 48 hours before the start of the work. If a request to work on a “non-workday” is approved, the Contractor shall compensate the City Inspector’s time at the following rates: Minimum six (6) hour inspection fee per day for Two Hundred and Seventy Dollars ($270), and Forty Five Dollars ($45) per hour, or portion thereof, thereafter.

All work shall start after 8:00 a.m. and stop by 4:00 p.m. on regular working days.

Section 29. COMPLETION AND ACCEPTANCE

It shall be within the area of responsibility of the City Engineer to make the final inspection of the work and to accept the completed work on behalf of the City.

Section 30. TERMINATION OF CONTRACT

The City may terminate the Contract at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the Agency is prevented from proceeding with the Contract by law, or by official action of a public authority.

Section 31. TIME OF COMPLETION

The Contractor shall complete the work within the time specified in the Proposal beginning with the date of the Notice to Proceed.
Section 32. LIQUIDATED DAMAGES

It is agreed to by the parties to the Contract that in case all the work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in these Specifications, damage will be sustained by the City, and that it is, and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that the Contractor will pay to the City the sum of seven hundred fifty dollars ($750) per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

Section 33. NOTIFICATION OF START OF WORK

The Contractor shall notify the City of Inglewood Public Works Department Permit Section at (310) 412-5333, at least 48 hours prior to starting any construction within the street rights-of-way. The Contractor shall notify the Communications Center of the City at (310) 412-5251, at least 24 hours before commencing work. The Contractor shall formally notify, in writing, all residents and businesses that are located within a ½ mile radius from the construction site and/or are impacted by the construction work at least 72 hours before commencing work. Any and all correspondence to City Constituents shall be submitted no later than ten (10) working days for City Engineers approval prior to distribution. The Contractor shall also produce door knob hang tags containing general information related to the construction no later than ten (10) working days after receiving the Contract for City Manager's approval. A sample shall be provided by the City.

Section 34. RECORD DRAWINGS

The Contractor shall maintain at the job site a set of Plans and Specifications available at all times for inspection by the City, exclusively, and so marked for recording all changes in the work. The Contractor shall be responsible for seeing that any and all changes are recorded on this set each day. As Built drawing shall be submitted every payment request and before final payment.

Section 35. SUPERINTENDENTS

The Contractor shall assign and designate a Project Superintendent responsible for the Project who will be on the site full-time and will be in charge of the project. Contractor shall submit "RESUME" of the Superintendent for review. If the contractor desires to changes the Superintendent at the middle of the project, request shall be submitted for review and approval by the City.

Section 36. NOISE ABATEMENT

The Contractor shall conform to the regulations set forth in Chapter 5 of the Inglewood Municipal Code. All equipment used in the Project must be the quietest available for this type of work, said equipment shall not exceed 75 dba measured at an unobstructed distance of 25 feet, unless a permit and variance has been obtained from the City.
Section 37. CLEANUP AND DUST CONTROL

Throughout all phases of construction, including suspension of work, and until final acceptance of the Project, the Contractor shall keep the work site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning and sweeping, water trucks, or other means, as necessary.

Materials and equipment shall be removed from the site as soon as they are no longer necessary; and upon completion of the work and before final inspection, the entire worksite shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the Contractor's Bid Items.

Earth dams will not be permitted at catch basin openings, local depressions, or elsewhere, except in time of emergency. Temporary dams of sand bags, asphaltic concrete, or other acceptable material, may be permitted when necessary to protect the work, provided their use does not create a hazard or nuisance to the public. Such dams shall be removed from the site as soon as their use is no longer necessary.

Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation or extension of contract completion time will be allowed as a result of such suspension.

After completion of all other work on the Project, and before making application for acceptance of the work, the Contractor shall clean the site of their operations, including all areas under the control of the City that have been used by the Contractor in connection with the work on the Project, and shall remove all debris, surplus material, and equipment of whatever nature, unless otherwise approved by the City. Final acceptance of the work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final cleanup of the Project site.

Section 38. WATER FOR CONSTRUCTION

The City will provide a water meter, eddy valve, and construction water at a cost to the Contractor. The Contractor shall provide facilities for conveying the water from the fire hydrant or source designated by the City to points of use.

The Contractor shall complete an application for a Construction Water Meter available at the Public Works Department with a deposit a check in the amount of one thousand dollars ($1000.00) payable to the "City of Inglewood". The City shall install/relocate the water meter and eddy valve as requested by the Contractor. The Contractor shall provide notice at least forty-eight (48) hours in advance.

The following fees shall be deducted from the deposit:
Meter Installation/Removal $100.00
Monthly Service Charge $ 50.00
Meter Relocation $ 50.00
Commodity Charge $ 3.30 per CCF

The City will install the fire hydrant meter assembly after receiving the deposit. Contractor shall not use water from a fire hydrant without the construction water meter.
The Contractor shall be responsible for complying with all regulations of the California Administrative Code, Title 17, Chapter V, and the City Ordinance No. 88-10 associated with the Cross-Connection Control Program. No Cross-Connections shall be created at the points of use in which case backflow may occur.

The Contractor is required to install a temporary Reduced Pressure Principle Backflow Prevention Device immediately downstream from the fire hydrant meter assembly to protect the domestic water supply.

Section 39. EXISTING UTILITY LINES

Those agencies that are known to have utilities located within the boundaries of the Project are listed in the Construction Plans. The City has diligently attempted to correctly locate and show all existing pipelines and other substructures in the vicinity of the work, but the City does not guarantee that there are no other substructures. Known underground utilities are identified in the Specifications and/or on the Plans and will be marked on the Project site prior to construction in accordance with the requirements of Section 4214 of the Government Code.

The Contractor shall request USA alert to locate all existing utility lines, maintain to request protect all utilities and other improvements, which may be encountered during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities or other improvements indicated on the Drawings or marked in the field, which may be encountered during construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations.

Because of the organization and incompleteness of some utility records, all underground interference may not be shown on the Plans and any underground facilities shown are not necessarily at the exact location and elevation indicated.

The Contractor shall endeavor to take all possible precautions for the uninterrupted service of all utilities, and to provide such special protection as may be directed by the Engineer.

Existing utility lines that are shown on the Drawings or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are encountered during excavation operations shall be protected and if damaged, shall be immediately repaired by the Contractor at his/her expense.

The Contractor will not be assessed liquidated damages for delay in completion of the Project, when such delay is caused by failure or relocation of existing utility facilities. Notwithstanding any of the Provisions in Subsections 5-5 and 6-6.3 of the Standard Specifications relative to payment to the Contractor for actual loss due to utility delay; the Contractor will be entitled to an extension of time as provided in Subsection 6-6 but will not be entitled to any other compensation for such delay.

The Contractor shall notify the following utility companies, as applicable, at least five (5) days in advance of his/her intention to excavate or work in the vicinity of the facilities of these utilities:

<table>
<thead>
<tr>
<th>UTILITY COMPANY</th>
<th>TELEPHONE</th>
</tr>
</thead>
</table>

45
Section 40. TRAFFIC AND ACCESS

The Contractor shall personally inspect the site to familiarize himself/herself with the parking and traffic control problems and other special conditions relating to the Project, prior to submitting his/her bid.

The Contractor shall at all time conduct his/her work so as to insure the least possible obstruction to parking areas and to the general public, and shall provide adequate protection of persons and property in the vicinity of the work.

The Contractor will be required to maintain the pavement within construction areas. Any pavement damaged by the Contractor or subcontractors and all pavement constructed by the Contractor which becomes damaged shall be repaired or replaced, as directed by the Engineer, at no additional cost to the City. Specific requirements for traffic control and access in the vicinity of the Project are detailed in Division II, Technical/Special Specifications. All traffic control plan submittals shall comply with the latest edition of the Work Area Traffic Control Handbook (WATCH) and approved by the Engineer.

Section 41. RIGHT OF CITY TO WITHHOLD PAYMENT

The City may withhold or nullify the whole or any part of any payment due the Contractor to such extent as may reasonably be necessary to protect the City from loss as a result of:

A. Defective work not remedied in accordance with the Provisions of the Contract Documents;

B. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens;

C. Failure of the Contractor to make payments properly for labor, services, materials, equipment, or other facilities, or to the subcontractor;

D. A reasonable doubt that the work can be completed for the balance then unearned;

E. A reasonable doubt that the Contractor will complete the work within the agreed time limits;

F. Costs to the Owner resulting from failure of the Contractor to complete the work within the stipulated time, or in accordance with the terms of the Contract;

G. Damage to other work or property;
H. Failure to fulfill all the requirements of the Contract Documents;

I. When there is pending litigation against the City related to the Contract or reasonable anticipation thereof;

J. Failure of the Contractor to maintain all records as required; to submit progress schedules, weekly payroll records, minority enterprise utilization reports and forms and any other such item required by these Specifications.

Whenever the City shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefore shall be given to the Contractor, and when the Contractor shall remove the grounds for such withholding, the City shall pay to the Contractor, within thirty-five (35) calendar days, the amount so withheld.

Section 42. FINAL PAYMENT TERMINATES LIABILITY

No claim shall be made or be filed, and neither the City nor any of its officers or agents shall be liable or held to pay any money, except as specifically provided in the Contract Documents.

The acceptance by the Contractor of the final payment aforesaid shall operate as, and shall be, a release to the City and its agents, from all claims and liabilities to the Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided elsewhere in these Specifications.

Contractor shall provide a Conditional Waiver and Release from all subcontractors, material men, suppliers, etc., in a form in substantial compliance with California Civil Code 3662(d)(1) with every progress payment request.

Contractor shall provide an Unconditional Waiver and Release from all subcontractors, material men, suppliers, etc., in a form in substantial compliance with California Civil Code 3662(d)(4) with every request for a final payment.

Section 43. CLAIMS AND PROTESTS

If the Contractor considers any work demanded of him/her to be outside the requirements of the Contract, or considers any instruction, ruling, or decision of the Engineer to be unfair, the Contractor shall within ten (10) working days after any such demand is made, or any such instruction, ruling, or decision is given, file a written protest with the Engineer stating the nature of the protest and the reasons therefore.

Except for such protests and objections as are made of record in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for any extra work, damages, and extensions of time on account of such demands, instructions, rulings, and decisions of the Engineer.

Upon receipt of any such protest from the Contractor, the Engineer will review the demand, instruction, ruling, or decision objected and will, within thirty (30) calendar days, advise the
Contractor, in writing, of his/her final decision, which shall be binding upon all parties unless, within ten (10) working days after the date of said final decision, the Contractor shall file with the Council formal protest against said final decision of the Engineer. The Council will then consider and render its final decision on any such protest within thirty (30) calendar days after receipt of such protest.

It shall be understood and agreed that if a claim or protest is made in accordance with the foregoing provisions, and the Contractor refuses to accept the decision of the Council as final, the dispute shall then be settled by arbitration in accordance with the Statutory Provisions of the State of California then prevailing.

If in conformity with the requirements of law at the time applicable, the following shall apply: Any controversy or claim arising out of or relating to the Contract or the breach thereof shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator or Arbitrators may be entered in any court having jurisdiction thereof.

Section 44. GUARANTEE

All work shall be guaranteed one (1) year for defective materials and workmanship, commencing at final acceptance. Work found to be defective or not in accordance with the contract Documents shall be corrected by the Contractor promptly after receipt of a written notice from the City.

If the Contractor fails to make such repairs or replacements promptly, the City reserves the right to do the work and the Contractor and Surety company shall be liable to the City for the costs thereof.

Section 45. ADDITIONAL REFERENCES

Conformance with the Provisions for safety practices set forth in the "Manual of Accident Prevention in Construction", published by the A.G.C.A., and in the "Construction Safety Orders", published by the State of California, Department of Industrial Relations, Division of Industrial Safety, shall take precedence over any requirements of these Specifications.

Whenever in these Specifications references are made to published specifications, standards, or other requirements, it shall be understood that the latest specifications, standards, or requirements of the respective issuing agencies, which have published as of the date that the work is advertised for bids, shall apply; except as otherwise specified herein; and except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes.

No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.

References in these specifications to "Standard Specifications" shall mean the Standard Specifications for Public Works Construction, Latest Edition of the Joint Committee of APWA-AGC, including all current supplements, addenda, and revisions thereof.

References herein to "Standard Drawings" shall mean the various City of Inglewood Public Works Department Standards, which are hereby incorporated in and made a part of these
Specifications.

References herein to "OSHA Safety and Health Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

References herein to "OSHA" Safety and Health Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

References herein to "Building Code" shall mean the California Building Code, 2001 Edition, as published by the International Conference of Building Officials, which Code is hereby incorporated in and made a part of these Specifications to the extent of the applicable references thereto.

Reference herein to "California Code of Regulation (CCR), Title 24", also known as the "California Building Standards Code", which Code is hereby incorporated in and made a part of these Specifications to the extent of the applicable references thereto.

Reference is also made to the Standards of the American Water Works Association (AWWA), which shall serve as materials and equipment specifications for water system construction, except as herein modified, and any other reference cited in the Special Provisions, such as American National Standards Institute (ANSI).

Section 46. SURVEY WORK AND PRESERVATION OF SURVEY MONUMENTS

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

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

Section 47. KEY POLICY FOR CITY FACILITIES

When performance of the work requires access to City of Inglewood facilities, which are secured by the City's keying system, and it is determined to be in the best interests of the City, keys may be requested from the Facilities Division of Public Works. The distribution of City keys to non-employees shall be at the discretion of the City's Project Engineer and the Facilities Manager. Each non-employee who is issued keys to any City facility shall review and sign a document, which is an acceptance of liability associated with loss of or damage to such keys. The original notice of acceptance of liability shall be maintained by the Facilities Division of Public Works.

The Contractors whose services necessitate keys to access City facilities be provided, shall be supplied with a minimum number of keys, for which they are responsible. The Contractor may incur liability if the keys are lost, loaned, mislaid, misplaced, or abused.
The Contractor is prohibited from duplicating or causing the duplication of City keys, notwithstanding whether the keys may be stamped with a statement prohibiting duplication.

The Contractor is prohibited from loaning City keys to anyone not specifically authorized to have a City key in his/her possession.

The issuance of a City key does not convey rights or authority beyond that of permitting the Contractor to whom the key is issued to enter the City facility to perform the contracted work, and only during specified hours.

The City may demand the return of any issued key and all duplicates, notwithstanding whether a duplicate was authorized by City, at any time, for any reason.

The Contractor shall deposit two hundred dollars ($200.00) per key received. The deposit shall be paid by a certified check, payable to the "City of Inglewood" and the Contractor shall be given a receipt for said deposit. Deposits are refundable upon return of the key(s). In no event shall any interest be paid to any contractor as a result of the $200.00 per key deposit.

The Contractor is hereby advised that, in the event re-keying of any City facility is necessary as a result of lost, loaned, mislaid, misplaced, or abused keys, the $200.00 deposit may not cover the cost of re-keying the locks and/or any liability associated with the loss of keys. The City shall seek to recover all additional costs from the Contractor by all available legal means, including litigation, if necessary.

Section 48. CONSTRUCTION WASTE DISPOSAL CONTAINER

The Contractor shall provide a waste disposal container at the construction site for the duration of the construction. The Contractor shall contact Waste Management at (310) 677-6500 for a waste container.

Section 49. CLEAN WATER ACT COMPLIANCE

The Contractor shall be responsible for complying with all regulations of the Clean Water Act including those associated with the National Pollutant Elimination Discharge System (NPEDS) Permit. The Contractor shall comply with the regulations set forth in the Inglewood Municipal code, and any other state and federal programs targeted at preventing and eliminating storm water and urban runoff pollution and shall abide to those regulations throughout all phases of the Project.

Section 50. CONSTRUCTION & DEMOLITION DIVERSION PROGRAM PERMIT AND REPORTS

The Contractor shall obtain a Construction & Demolition Diversion Program Permit Application (attached) prior to removing any waste and other materials from job sites. If any material will be reused on site, the Contractor shall indicate the material and estimated quantity (in yards and/or tons).
Upon completion of the job, the Contractor shall complete and submit a Construction & Demolition Diversion Program Final Compliance Disposal Report and provide the Engineer all disposal/recycle tickets for all material transported. The Contractor shall reproduce the forms as needed.

Section 51. STAGING AREAS FOR CONSTRUCTION

The Contractor shall be responsible for all costs including permits and fees associated with the use of the staging areas or construction yard.

The Contractor shall assume sole and complete responsibility for the lot condition during the course of construction of the Project, including safety of all persons and properties. This requirement shall be maintained continuously and not be limited to normal working hours.

The Contractor shall assume sole and complete responsibility for all items stored within the lots. All the items stored within the lots shall be properly stored in accordance with all current requirements of most stringent codes, regulations, and ordinances.

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his/her work. At the completion of the work, the Contractor shall remove all rubbish, tools, scaffolding, and surplus materials. The Contractor shall leave the lots broom-clean and at the pre-existing conditions.

The Contractor shall be responsible for any damage to adjoining properties, public and private, caused by his/her employees, equipment, and materials. All repairs shall be done as necessary to restore the damaged areas to a condition equal to and matching the condition existing prior to damage. All repairs shall be made at the expense of the Contractor.
“Vincent Park Restroom Project Phase 2”

DIVISION II

SPECIAL SPECIFICATIONS / TECHNICAL SPECIFICATIONS
PART 1 – SPECIAL SPECIFICATIONS

Section 1.1 SCOPE OF WORK
The work will consist, but not limited to, furnishing all equipment, tools, materials, and labor necessary to perform project administration, site visit and or investigation, notification, coordination, approved traffic control system, Federal, State and local safety devices, excavations, backfill and compaction, shoring, abandonment or removal of existing structures, installation of new structures or replacement of existing structures or part of structures, pavement, permanent pavement, protection of existing structures, repair of damaged structures caused by contractor operation, cleaning and disposal of all materials from the site.

Work shall also include administration, mobilization and demobilization, obtain required permits, safety, NPDES compliance, work schedule and shop drawing submittals, attend all meetings, submit reports, submit photos, documentation, restoration of areas, and all other incidentals to complete the project.

The aspects of the work includes all work stated in the Measurement and Payment, the Bid Schedule, All related works per plans and specifications including the referenced standard specifications.

All work shall be in accordance with OSHA Standard including the Confine Space Safety Standard.

Section 1.2 SITE CONDITIONS
The Contractor shall visit the sites and thoroughly check details of work and working condition, Verify dimensions and the location of all pipelines in the field and advice Engineer of any discrepancy before ordering material and equipment or performing work. The Contractor shall at all time keep the site in a neat and clean condition and free from accumulation of material. The Contractor shall contain hazardous materials on site. Remove and dispose of them at an approved landfill when work is completed unless otherwise directed by the City. Dispose all waste materials from site to dumping area.

Section 1.3 PUBLIC CONVENIENCES AND SAFETY
The Contractor's operations shall cause no unnecessary inconvenience to the public. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the work, or an approved detour shall be provided. All safety devices shall be installed to safeguard the public.

CONFINED SPACES

A. For all areas identified as a confined space, the contractor shall submit a notarized letter signed by a principal officer of the Corporation certifying the CONTRACTOR is certified and fully complies with California Code of Regulations pertaining to the work in confined space including, but not limited to, the following:

1. Illness Injury Prevention Program CSO/GISO 1508/3203
2. Confined Space Plan GISO 5156/5159
3. Respiratory Protection CSO/GISO 1531/5144
4. Hazard Communication GISO 5194
5. Rolling Scaffolds
6. Employee Safety Instruction
7. Emergency Medical Service
8. Dusts, Fumes, Mists, Vapors & Gases

B. In accordance with the requirements of OSHA Safety and Health Standards for Construction (29 CFR 1926) and the applicable requirements of regulatory agencies having jurisdiction, as well as manufacturer's printed instructions and appropriate technical bulletins and manuals, the contractor shall provide and require the use of personnel protective lifesaving equipment for persons working inside the tanks. All regulations relating to working in confined spaces shall be strictly enforced.

C. Head and Face Protection and Respiratory Devices

1. Equipment shall include protective helmets that shall be worn by all persons while in the vicinity of the work.

2. During working operations, nozzlemen shall wear U.S. Bureau of Mines approved positive pressure air supplied helmets. All other persons who are exposed to dust/debris shall wear respiratory protection determined necessary by the exposure assessment of a Certified Industrial Hygienist. Positive pressure air fed hoods and/or masks shall be supplied by an air source currently certified to produce a "Class D Breathing Air".

3. CONTRACTOR shall at all times during the work maintain onsite current documentation to substantiate the quality of the breathing air.

4. Barrier creams shall be used on any exposed areas of skin for personnel during working operations.

D. Ventilation

1. Forced air during working operations is mandatory unless otherwise instructed by Contractor's Safety personnel.

2. Ventilation system shall be furnished and installed by the CONTRACTOR in accordance with these Specifications.

3. The CONTRACTOR shall make modifications to the ventilation system as required by Cal OSHA to ensure a safe working environment and complete removal of all solvent vapors. Upon completion, as determined by the City and ENGINEER, the CONTRACTOR shall remove the ventilation system.

4. The exhaust blower capacity shall be sufficient to maintain air changes within tank interior in accordance with Cal OSHA, manufacturer's recommendations, and AQMD regulations.

E. Illumination

1. CONTRACTOR to provide minimum 25-foot (270 lx) of lighting on working environment in confined space.
2. Spark-proof artificial lighting shall be provided for all work in confined spaces.

3. Light bulbs shall be guarded to prevent breakage.

4. Lighting fixtures and flexible cords shall comply with the requirements of NFPA 70 "National Electric Code" for the atmosphere in which they will be used.

5. Whenever required by the City Engineer, the Contractor shall provide additional illumination and necessary supports to cover all areas to be inspected.

6. The level of illumination for inspection purposes shall be determined by the City Engineer.

F. Temporary Ladders and Scaffolding (if needed)

1. All temporary ladders and scaffolding shall conform to applicable safety requirements. They shall be erected where requested by the City Engineer to facilitate inspection and shall be moved by the contractor to locations as requested by the City Engineer.

G. Toxicity and Explosiveness

1. In the event that the solvents used that are explosive at low concentrations and are highly toxic, the maximum allowable concentration of vapor shall be kept below the maximum safe concentration for eight hour exposure, while strictly maintaining the Lower Explosive Limit (L.E.L).

2. All regulations related to safety of personnel and handling of such materials shall be strictly followed. Cost of handling and disposing of such materials will be borne by the Contractor.

3. Contractor's responsibility for meeting all regulations relating to toxic and hazardous materials includes, but is not limited to, obtaining all permits and EPA numbers, processing paperwork, blood testing of personnel, sampling and testing of wastes, paying fees, handling and packaging of wastes at site, and delivering materials to the selected Class I dumpsite using licensed hazardous materials transporters.

H. Protective Clothing

1. Coating materials may be irritating to the skin and eyes. Workmen shall wear gloves and eye shields when handling and mixing coatings.

I. Fire

1. During mixing and application of all materials, all flames, welding and smoking shall be prohibited in the vicinity.

2. Appropriate type fire abatement devices shall be provided by Contractor and shall be readily available at the jobsite during all operations.
J. Sound Levels
   1. Whenever the occupational noise exposure exceeds the maximum allowable sound levels, the Contractor shall provide and require the use of approved ear protective devices.
   2. General sound levels for project shall be those that will not affect routine facility or neighborhood activities.

Section 1.4 SURVEYING
Contractor may perform survey work as needed for the project.

Section 1.5 LINES AND GRADE
All work shall conform to the lines, elevations, and grades shown on the Plans and the existing condition. These lines shall be used as datum for the Work. All additional survey, layout, and measurement Work shall be performed by the Contractor, if necessary, as a part of the Work.

Section 1.6 MAINTAINING STORM DRAIN SERVICE
The necessity of keeping existing storm drain facilities open for use requires the utmost cooperation and coordination of all concerned. The Contractor's schedule and sequencing of the WORK shall be such that construction proceeds at a reasonable rate and avoids undue risks that jeopardize the health, safety and welfare of the public.

The ENGINEER'S approval of temporary diversions of sewer flow shall not relieve the Contractor of the responsibility for flooding, backups, or any other damages that result from the diversions.

Unless otherwise specified by the ENGINEER and/or required by the project, the Contractor shall have, on the job site at all times during the progress of the storm drain work, two (2) or more pumps constituting a minimum total rated capacity of 1,890 liters (500 gallons) per minute against a total head of 4.6 meters (15 feet). These pumps shall be maintained in good working order at all times together with adequate lengths of suction and discharge hoses to allow pumping of wastewater from one maintenance hole to another.

Section 1.7 MATERIALS AND INSTALLATION
Submit Materials for approval and install work per required reference information.

Section 1.8 (NOT USED)

Section 1.9 BACKFILL AND COMPACTION

Section 1.10 PAVEMENTS

Section 1.11 EXPANSION JOINTS
Expansion joints shall be constructed in curbs, gutters, and sidewalks and shall be in accordance with City of Inglewood Standard Drawing No. DS-15, or Section 303-5.4.2 of the "Greenbook" (latest edition).
Section 1.12 PROTECTIONS AND RESTORATION OF EXISTING IMPROVEMENTS
The project site shall be restored per Section 7-9 of the "Green book" (latest edition) at no additional cost to the CITY.

Section 1.13 PERMITS, TESTING, INSPECTIONS AND ANALYSIS
All permits, testing, inspections required per referenced specification and as required to complete the project shall be the responsibility of the Contractor. No Backfill is allowed unless the sewer pipes and manholes are tested per Standard Specifications for Public Works Construction (Green book), Latest Edition.

Section 1.14 CLEANUP AND DUST CONTROL
Refer to Section 36 of Division I - Special Provisions of Specifications and Mitigations from Air Basin Fugitive Dust Control by South Coast Air Quality Management District (SCAQMD). The Contractor shall conduct his operations and activities to provide dust and smoke controls as follows: No fuel shall be used nor shall any operation be conducted which emits into the atmosphere any smoke that is defined as equal to Ringlemann No. 2 or darker, and no operation shall be conducted which emits into the atmosphere any flying dust or dirt that is harmful to humans or that might constitute a nuisance.

Section 1.15 SUBMITTALS
A. Submit construction schedule, revised construction schedule, shop drawings or product catalog, samples and all materials information sheets for the products intend to be use in the project. Submittals shall be in 5 sets for review and approval by the City Engineer.

B. Submit: Site Photos before start of the work, during the course of the work and after permanent pavement. Photos during the course of the work shall include but not limited to excavation, existing pipes, newly installed pipes, backfilled area, conflicts and other important scope of work per Contractors determination or City Engineers request.

D. Submit schedule of values for review and approval and will be use as a method of payment for contractors.

G. Submit Request for Information (RFI), Request for Change Order (RFCO) for clarification of any conflict and before additional work or change condition work will be perform.

H. Submit compaction test report on backfill areas in accordance with Standard Specifications for Public Works Construction (Green Book).

I. Submit As - Built Drawing every payment request, signed final as-built drawing, photos and all document requested by the City Engineer before, during and at the end of the project.

J. Submit statement and warranty sheets as provided by the manufacturer.

Section 1.16 STANDARD REFERENCES
3. ACI codes
5. California Building Codes (CBC)
6. California Uniform Plumbing Code (CUBC)
7. California Electrical Code (CEC)
8. National Electrification Code (NEC)
10. All other Federal, State and local standards applicable to the Project

Section 1.17 – EXECUTIONS
A. Work shall be performed in a safe working area. Demolition, Excavation, Installation works and backfill with temporary paving shall be completed at the end of the day. In the event the contractor fails to take corrective action to ensure compliance of safety regulations, The City has the right to undertake safety measures to ensure public safety and all cost incurred will be charged to the contractor.

B. Contractor shall perform site investigation and determine the type of soil in the area in preparation of constructing the structure.

D. Contractor shall enforce strict discipline and good order among its employees or sub-contractor’s employees. Contractor, through the judgment of the City Engineer that the employee is a nuisance to the worksite and requested to be remove, shall be remove without any cost to the City.

E. Contractor shall perform all works in accordance with all reference standards prescribed in these specifications. Correction shall be made for any defective materials or defects in works immediately upon receipt of the notice. Failure to correct any defects within the time provided in the notice, the City will do the correction or hire another firm to do the correction and all cost incurred will be charge to the Contractor.

F. If suspected contaminated soil or Hazardous materials has been encountered; contractor shall notify the City Engineer for specific instructions. Contractor shall remove and dispose contaminated or Hazardous materials from site.

Section 1.18 MEASUREMENT AND PAYMENT
Payment for all type of work shall include full compensation to finish the project. Type of work includes all work stated in the plans and specifications including the referenced standard plans and specifications.

the Bid is intended to establish a total cost for the complete work of the project. Should any relocation or modification of an existing improvement be required to permit the Contractor to utilize specialized equipment, he shall include the costs within that of the appropriate bid item. Skilled craftsmen under experienced supervision shall be used on all work.

1. Mobilization (Bid line item no. 1)
Payment for this item shall include, but not limited to mobilization, demobilization, administration cost, Insurances, notifications, coordination (throughout the completion of the project), safety, required permits, construction yards and or staging area, providing all labors, materials, tools, equipment’s, drawings/plan submittals, transport services, delivery, site photos, traffic control system, testing,
inspection, Professional Engineering services/work, permitting, Demolition, installation of new structures and utilities, accessories fittings, complete plumbing, electrical, NPDES compliance, cleaning and hauling off site of unwanted materials, safekeeping and disposal of hazardous material per City Engineer instructions, protection of adjacent utilities or structures, repair or restoring damaged utilities or structures caused by contractors operation, confined space or OSHA safety standard implementation. All other related works for completing the project.

Payment for this item will be made at the unit price of Lump sum for the entire Mobilization of the project.

2. **Construction of complete Playground Canopy (Bid line item no. 2)**

   Payment for this item shall include, but not limited to providing all labors, materials, tools, equipment, drawings, submittals, transport services, delivery, site photos, earthwork, demolition and disposal of structure, fence, concrete slabs or other visible structures or shown in the plan including utilities that will not be used for the project, abandonment/capping of existing utilities, construction or installation of the playground canopy at the North Park, protection of all utilities that is needed for the site and potholing and locating existing utilities, dewatering, shoring, importing suitable materials, temporary backfill, thrust blocks, testing, inspection, NPDES compliance, daily cleaning and hauling off of unwanted materials, removal, safekeeping and disposal of hazardous material per CAL-OSHA guidelines, protection of adjacent utilities or structures, temporary or permanent pavement per City Standard, confined space compliance per OSHA requirements. All other works associated to complete the installation of the playground canopy. All works shall be in compliance to Federal, State and local standards.

   Payment for this item will be made at the unit price of Lump sum for the complete Installation of the canopy structure.

3. **Bulk Excavation (Bid line item no. 3)**

   This is a fixed amount intended for any unforeseen event only. Payment of this item is per Engineers discretion.

1.19 **WARRANTIES, TESTING and TRAINING:**
- Submit all manufacturer warranties for all restroom fixtures as part of the completion package.
- Final testing shall be done before final acceptance
- Contractor shall provide one day training for all equipment usage or operation.

1.20 **WORK CLASSIFICATION and MATERIALS SPECIFICATIONS**

All works must be per Federal, State and local standards. Provide ADA installation requirements per Federal, State and local standards. Reference design plans are the plans that was approved by Building and Safety Department. All materials and installation must be approved by the City. Provide samples for all materials. Please verify: Manufacturers that are not mentioned here shall be in the plan. Contact City inspector for all works inspection and approval.

a. Site conditions
   - Contractor to perform site investigations, potholing works and determine soil type.
   - Contractor need soil type for foundation design
- Contact responsible utility agencies for any concern about existing utilities.
- Provide construction fence for public safety
- Protect existing utilities, sub panels, wires, cables and other underground or aboveground structures.
- Restore all adjacent area per existing conditions.
- Site condition will be accepted after City inspector approval of the site restoration

b. Demolition
- Demolished structures or obstructing structures to give way for the erection of the canopy.

c. Grading
- Grade the area as necessary but protect other structures that is still in use by the parks visitors.

d. Restorations
- Restore any structures in kind that was damaged during the construction period.

e. Foundations
- Concrete strength: per approved design
- Concrete and re-bars per approved designers plans and specification
- Cure concrete per ACI standards
- Provide special or deputy concrete inspector as required by the Code for concrete witnessing and Inspection.

f. Columns
- Concrete or steel column strength: per approved design
- Concrete and re-bars per approved designers plans and specification
- Column Design and installation must be per City approved plan
- Cure concrete per ACI standards (if concrete columns used)
- Provide concrete inspector as required by the Code, or standards for concrete witnessing and inspection requirements for concrete structures

g. Canopy materials and Installation
- USA shade products or APPROVED equal
- Provide a min. of 7 fabric samples to demonstrate fabric color range, and a digital or paper document showing a min. of 9 powder coat color choices.
- The unit shall be 33 ft. X 46 ft. 4 point hypar fabric shade structure with 12 ft. and 16 ft. entry heights.
- The structures shall be manufactured by Shade structures, Inc. d/b/a USA shade and fabric structure or approved equal with valid PC at time of bid that includes the engineering drawings, fabric roof, steel cables, fasteners and installation.
- The fabric shade structure shall conform to CBC 2016.
- Other materials and installation shall conform to CBC 2019 specifications
- Contractor or sub-contractor shall have 3 years minimum experience in the design, fabrication and installation of the same type of canopy and has a current IAS certification.
- All fabric shade structures are designed and engineered to meet the minimum of 110mph Wind Load, Risk Category II, Exposure C, and Seismic (earthquake) Load based on Seismic Design Category D, Seismic Risk Category II, and a Live Load of 5psf. All fabric shade structures shall be engineered with a zero wind pass-through factor on the fabric. When ASD Steel Design Method is used based on CBC 2013
Section 1605A.3.1, the load combinations Dead Load + 0.75 Live load + 0.75 Wind Load, and 0.6 Dead Load + Wind Load must be analyzed.

- All steel members of the fabric shade structure shall be designed in strict accordance with the requirements of the "American Institute of Steel Construction" (AISC) Specifications and the "American Iron and Steel Institute" (AISI) Specifications for Cold-Formed Members and manufactured in a IAS- (International Accreditation Service) accredited facility for Structural Steel Fabrication under CBC 2013 Section 1704.2.5.2.

- All connections shall have a maximum internal sleeving tolerance of .0625" using high-tensile strength steel sections with a minimum sleeve length of 6”.

- All non-hollow structural steel members shall comply to ASTM A-36. All hollow structural steel members shall be cold-formed, high-strength steel and comply with ASTM A-500, Grade C. All steel plates shall comply with ASTM A-572, Grade 50. All galvanized steel tubing shall be triple-coated for rust protection using an in-line electroplating coat process. All galvanized steel tubing shall be internally coated with zinc and organic coatings to prevent corrosion.

- All structural field connections of the shade structure shall be designed and made with high-strength bolted connections using ASTM A-325, Grade B or SAE J249, Grade 8.

- Where applicable, all stainless steel bolts shall comply with ASTM F-593, Alloy Group 1 or 2. All bolt fittings shall include rubber washers for water-tight seal at the joints. All nuts shall comply with ASTM F-594, Alloy Group 1 or 2.

- Welder shall be a certified welder. Submit certification to the City

- All full penetration welds shall be continuously inspected by an independent inspection agency and shall be tested to the requirement of 2013 CBC.

- All shop-welded connections of the fabric shade structure shall be designed and performed in strict accordance with the requirements of the "American Welding Society" (AWS) Specifications. Structural welds shall be made in compliance with the requirements of the "pre-qualified" welded joints, where applicable and by certified welders. No onsite or field welding shall be permitted.

- Galvanized steel tubing preparation prior to powder coating shall be executed in accordance with solvent cleaning SSPC-SP1. Solvents such as water, mineral spirits, xylol, and toluol, which are to be used to remove foreign matter from the surface. A mechanical method prior to solvent cleaning, and prior to surface preparation, shall be executed according to Power Tool Cleaning SSPC-SP3, utilizing wire brushes, abrasive wheels, needle gun, etc.

- Carbon structural steel tubing preparation prior to powder coating shall be executed in accordance with commercial blast cleaning SSPC-SP6 or NACE #3. A commercial blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, mill scale, rust, coating, oxides, corrosion, and other foreign material.
- Powder coating shall be sufficiently applied (minimum 3 mils thickness) and cured at the recommended temperature to provide proper adhesion and stability to meet salt spray and adhesion tests, as defined by the American Society of Testing Materials.

- Raw powder used in the powder coat process shall have the following Minimum data:
  a. Specific gravity: 1.68 +/- 0.05
  b. Theoretical coverage: 114 +/- 4ft2/mil
  c. Mass loss during cure: <1%
  d. Maximum storage temperature: 80°F
  e. Interpon® 800 is a high-durability TGIC powder coating designed for exterior exposure. Tested against the most severe specifications, Interpon® 800 gives significantly improved gloss retention and resistance to color change.

- When the fabric shade structure(s) will be located within 15 miles of the ocean or standing body of water, rust protection undercoat primer will be required on all structures. Sherwin-Williams® POWDURA® epoxy powder coating Z.R Primer shall be applied in accordance with the manufacturer's specifications. Primer should be fused only and then top coated with the selected powder coat to ensure proper intercoat adhesion. a. The primer's attributes shall be:
  a. Specific gravity (g/ml): 2.37 k.
  b. Coverage at 1.0 mil (fl2/lb): 81.6
  c. Adhesion: ASTM D-3359 5B
  d. Flexibility: ASTM D-552 Pass 1/8"
  e. Pencil hardness: ASTM D-3363 H-2H
  g. Salt spray resistance: ASTM B-117 2000 hours
  h. Humidity resistance: ASTM D-4585 2000 hours
  i. 60° Gloss: ASTM D-523 50 ~ 70
  j. Cure schedule (metal temp): 10min @ 200°C (390°F), 25min @ 135°C (275°F)

K. Tension Cable: Steel cable is determined based on calculated engineering loads.
  1. For light and medium loads, 0.25" (nominal) galvanized 7x19 strand cable shall be used.
  2. For heavy loads, and depending on structural size, either 0.375" (nominal) or 0.5" (nominal) galvanized 7x19 strand cable shall be used.

L. Fabric Roof Systems:
  1. UV Shade Fabric:
     a. Colourshade® FR UV shade fabric is made of a UV-stabilized, high-density polyethylene (HDPE), as manufactured by Multiknit® (Pty) Ltd. or approved equal. HDPE mesh shall be a heat-stentered, three bar Rachel-knitted, lockstitch fabric with one monofilament and two tape yarns to ensure that the material will not unravel if cut. Raw fabric rolls shall be 9.8425 feet wide.

     b. Fabric Properties:
        ~ Life Expectancy: minimum 8 years with continuous exposure to the sun
        ~ Fading: minimum fading after 5 years (3 years for Red)
        ~ Fabric Mass: 5.31 oz/yd2 ~ 5.6 oz/yd2 (180gsm ~ 190gsm)
~ Fabric Width: 9.8425 feet (3m)
~ Roll Length: 164.04 feet (50m)
~ Roll Dimensions: 62.99 inches x 16.5354 inches (160cm x 42cm)
~ Roll Weight +/- 66 lbs (+/- 30kg)
~ Minimum Temp: -13°F (-25°C)
~ Maximum Temp: +176°F (80°C)

c. Fabric shall meet the following flame spread and fire propagation tests:
   1) ASTM E-84
   2) NFPA 701 Test Method 2
   3) California's Office of the State Fire Marshal, Registered Flame Resistant Product

- Stitching & Thread:

a. All sewing seams are to be double-stitched.
b. The thread shall be GORE® TENARA® mildew-resistant sewing thread, manufactured from 100% expanded PTFE (Teflon™). Thread shall meet or exceed the following:
   1) Flexible temperature range
   2) Very low shrinkage factor
   3) Extremely high strength, durable in outdoor climates
   4) Resists flex and abrasion of fabric
   5) Unaffected by cleaning agents, acid rain, mildew, salt water, and is unaffected by most industrial pollutants
   6) Treated for prolonged exposure to the sun
   7) Rot resistant

3. Shade and UV Factors:

   a. Shade protection and UV screen protection factors shall be as follows:

<table>
<thead>
<tr>
<th>Color</th>
<th>UV Block %</th>
<th>Shade %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific Blue</td>
<td>85%</td>
<td>80%~86%</td>
</tr>
<tr>
<td>Rain Forest</td>
<td>85%</td>
<td>79%~86%</td>
</tr>
<tr>
<td>Green</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Red</td>
<td>86%</td>
<td>80%~83%</td>
</tr>
<tr>
<td>Silver</td>
<td>81%</td>
<td>80%~85%</td>
</tr>
<tr>
<td>Desert Sand</td>
<td>92%</td>
<td>80%~84%</td>
</tr>
<tr>
<td>Terracotta</td>
<td>82%</td>
<td>80%~83%</td>
</tr>
<tr>
<td>Yellow</td>
<td>89%</td>
<td>80%~82%</td>
</tr>
</tbody>
</table>

h. Warranty (after issuance of City Notice of Completion)
   - Provide a 1 year warranty certificate for the products and installation
   - Provide a 10 year materials warranty for the steel and fabric materials and installation.
   - Provide other warranties as applied to this project
Section 01300 Submittal Procedure

Part 2 – Technical Specifications

1.0 GENERAL
Where required by the specifications, the Contractor shall submit descriptive information which will enable the Owner whether the Contractor’s proposed materials, equipment or methods of work are in general conformance to the design concept and in compliance with the drawings and specifications. The information to be submitted shall consist of drawings, specifications, descriptive data, certificates, samples, test results and other such information, all as specifically required in the specifications.

2.0 CONTRACTOR’S RESPONSIBILITIES
Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. Submittals shall contain all required information, including satisfactory identification of items, units and assemblies in relation to the contract drawings and specifications. The Contractor shall verify that the material and equipment described in each submittal conforms to the requirements of the specifications and drawings. Unless otherwise approved by the Owner, submittals shall be made only by the Contractor, who shall indicate by a signed stamp on the submittals, that the Contractor has checked the submittals, and that the work shown conforms to contract requirements and has been checked for dimensions and relationship with work of all other trades involved. If the information shows deviations from the specifications or drawings, the Contractor, by statement in writing accompanying the information shall identify the deviations and state the reason(s) therefore. The Contractor shall assure that there is no conflict with other submittals and shall notify the Owner in each where its submittal may affect the work of another contractor or the Owner. The Contractor shall assure coordination of submittals among the related crafts and subcontractors.

The Contractor may authorize a material or equipment supplier to deal directly with the Owner with regard to a submittal. The Contractor, however, shall be responsible for the accuracy and completeness of information contained in all submittals.

3.0 TRANSMITTAL PROCEDURE
A. General: Submittals regarding material and equipment shall be accompanied by a transmittal form from the Contractor. A separate form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which a submittal is required. However, submittals for various items shall be made with a single form only when the items taken together constitute a manufacturer’s package or are so functionally related that expediency indicates checking or review of the group or package as a whole.

Each set of submittals or samples shall be attached to the submittal transmittal form. The submittal number shall be made up of two parts: XXX-ZZ. The XXX shall be sequential number 001 for the first submittal, 002 for the second, etc. The ZZ shall be the sequential number of the submittal. All submittals shall show the contract title, shall indicate the name of the vendor, and shall indicate when the equipment and/or material will be required by the construction schedule. The submittal must be adequate to permit a comprehensive review without further reference to the Contractor. The
documents submitted must be separately identifiable on the Contractor's submittal transmittal form.

B. **Deviation from Contract:** If the Contractor proposes to provide material or equipment which does not conform to the specifications and drawings, it shall indicate so under "deviations" on the submittal transmittal form accompanying the submittal copies.

C. **Submittal Completeness:** Submittals which do not have all the information required to be submitted, including deviations, shall be considered as not complying with the intent of the contract and are not acceptable and will be returned without review.

4.0 **REVIEW PROCEDURE**

When the contract requires a submittal, the Contractor shall submit the specified information as follows to the Project Manager for review:

1. Five copies of all the submitted information. When individual sheets in the submittal exceed 8-1/2 inches by 11 inches, one sepia and six (4) copies may be submitted.

2. Only three (1) set of sample materials need to be submitted.

Within 14 calendar days after receipt of the submittal by the Owner, the submittal shall be reviewed and the Owner shall return the marked-up submittal. On complex drawings and equipment the Owner shall acknowledge receipt within 14 days and advise the Contractor when the submittals will be returned. The returned submittal shall indicate one of the following actions.

3. If the review indicates that the material, equipment or work method is in general conformance with the design concept and complies with the drawings and specifications, submittal copies will be marked "NO EXCEPTIONS TAKEN". In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.

4. If the review indicates limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED". The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in O&M data, a corrected copy shall be provided.

5. If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "AMEND AND RESUBMIT". Except at its own risk, the Contractor shall not undertake work covered by this submittal until the submittal has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".

6. If the review indicates that the material, equipment or work method is not in general conformance with the design concept or in compliance with the drawings and specifications, copies of the submittal will be marked "REJECTED - SEE REMARKS". Submittals with deviations which have not been identified clearly may be rejected. Except at its own risk, the Contractor shall not undertake work covered by such submittals until a new submittal is
made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".

No changes shall be made by the Contractor on re-submittals other than those changes indicated on the reviewed submittals, unless such changes are clearly described in a letter accompanying the re-submittal.

5.0 EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTALS
Review of drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of its responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Engineer or the Owner, or by any officer, employee or subcontractor thereof, and the Contractor shall have no claim under the contract on account of the failure or partial failure, of the method of work, material, or equipment so reviewed. A mark of "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED" shall mean that the Owner has no objection to the Contractor, upon its own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

** END OF SECTION 01300**
Section 01310 Construction Progress Schedule

PART 1 – GENERAL

1.1 SECTION INCLUDES
A. Format
B. Content
C. Revisions to Schedules
D. Submittals
E. Distribution

1.2 RELATED SECTIONS
A. Section 01300 - Submittals: Shop drawings, product data, samples, and schedule of values.

1.3 REFERENCES
A. AGC (Associated General Contractors of America) publication "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry".

1.4 FORMAT
A. Preparation of schedules: Prepare schedules as a horizontal bar chart with separate bar for each major portion of Work or operation, identifying first work day of each week.
B. Sequence of Listings: The chronological order of the start of each item of Work.
C. Scale and Spacing: To provide space for notations and revisions.

1.5 CONTENT
A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
B. Identify each item by specification section number.
C. Identify Work of separate stages and other logically grouped activities.
D. Provide sub-schedules to define critical portions of the entire schedule (e.g. connections, tie-ins, shutdowns).
E. Include meetings in schedule.
F. Show accumulated percentage of completion of each item, and total percentage of Work completed along with progress schedule and pay estimate, as of the first day of each month.
G. Provide separate schedule of submittal dates for shop drawings, product data, and samples, including City furnished products and Products identified under Allowances, and dates reviewed submittals will be required from Engineer. Indicate decision dates for selection of finishes.
1.6 REVISIONS TO SCHEDULES
A. Indicate progress of each activity to date of submittal, and projected completion date of each activity.

B. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.

C. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken or proposed and its effect.

1.7 SUBMITTALS
A. Submit initial schedules within 15 calendar days after date of Notice to Proceed. After review, resubmit required revised data within ten calendar days.

1.8 DISTRIBUTION
A. Contractor shall distribute copies of reviewed schedules to project site file, subcontractors, suppliers, and other concerned parties.

B. Contractor shall instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

PART 2 – PRODUCTS (NOT APPLICABLE)
PART 3 – EXECUTION (NOT APPLICABLE)

** END OF SECTION 01310 **
Section 01400 Quality Control

PART 1 – GENERAL
1.1 SECTION INCLUDES
A. Quality Assurance - Control of Installation
B. Tolerances
C. References and Standards
D. Mock-up
E. Testing Services
F. Inspection Services

1.2 RELATED SECTIONS
A. Section 01300 Submittal Procedure
B. Section 01620 Protection of Materials and Equipment
C. Section 01660 Installation, Testing and Commissioning

1.3 QUALITY ASSURANCE - CONTROL OF INSTALLATION
A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
B. Comply with manufacturers' instructions, including each step in sequence.
C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
E. Perform Work by persons qualified to produce required and specified quality.
F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

1.4 TOLERANCES
A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
C. Adjust products to appropriate dimensions; position before securing products in place.

1.5 REFERENCES AND STANDARDS
A. For products or workmanship specified by association, trade, or other consensus standards comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
B. Conform to reference standard by date of issue current on date of Contract Documents, or date specified in the individual specification sections, except where a specific date is established by code.

C. Obtain copies of standards where required by product specification sections.

D. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.6 (NOT USED)

1.7 TESTING SERVICES

A. Unless specifically noted otherwise on the plans or in the specifications, Contractor will appoint, employ, and pay for specified services of an independent firm to perform testing.

B. The independent firm will perform tests and other services specified in individual specification sections and as required by the Engineer.

C. Testing and source quality control may occur on or off the project site. Perform off-site testing as required by the Owner.

D. Reports will be submitted by the independent firm to the Owner and Contractor, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.

E. Contractor shall cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

1. Contractor shall notify Engineer and independent firm 24 hours prior to expected time for operations requiring services.

2. Contractor shall make arrangements with independent firm and pay for additional samples and tests required for Contractor’s use.

F. Testing does not relieve Contractor to perform Work to the requirements of the Contract Documents.

G. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Owner. Payment for re-testing will also be charged to the Contractor by deducting testing charges from the progress payment due the Contractor.

1.8 INSPECTION SERVICES

A. City may appoint, employ, and pay for specified services of an independent firm to perform inspection.

B. The independent firm will perform inspections and other services specified in individual specification sections and as required by the City.

C. Inspecting may occur on or off the project site. Perform off-site inspecting as required by the City.
D. Reports will be submitted by the independent firm to the City and Contractor, indicating inspection observations and indicating compliance or non-compliance with Contract Documents.

E. Contractor shall cooperate with inspection firm; furnish safe access and assistance by incidental labor as requested.

1. Contractor shall notify independent firm 24 hours prior to expected time for operations requiring services.

F. Inspecting does not relieve Contractor to perform Work to contract requirements.

1.9 MANUFACTURERS' FIELD SERVICES
A. When specified in individual specification sections or requested by the City, the material, product supplier, or manufacturer shall provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, to initiate instructions when necessary, and to provide written certification that the material or product has been placed or installed with the suppliers recommendations.

B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

PART 2 – PRODUCTS (NOT APPLICABLE)
PART 3 – EXECUTION
3.1 EXAMINATION
A. Verify that existing site conditions are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Examine and verify specific conditions described in individual specification sections.

C. Verify that utility services are available, of the correct characteristics, and in the correct locations.

** END OF SECTION 01400 **
Section 01501 Contractor Utilities and Controls

1.0 OFFICE & YARDS
The Contractor shall maintain a suitable office at the site of the Work. Office location and employee parking shall be restricted to the areas designated by the Owner. Acquire site of adequate size for equipment and materials staging area, storage and temporary dumping area including maintenance and public safety.

2.0 POWER
The Contractor shall obtain and pay for power for construction from the commercial power supplier. He shall make arrangements with the commercial power company for power takeoff points, voltage and phasing requirements and transformers. The Contractor shall provide the special connections required for his Work.

3.0 TELEPHONE
The Contractor shall provide telephone service at his construction site office. Superintendent cell phone or emergency contact numbers shall be available to the City, 24 hours and 7 days a week during the tenure of the project.

4.0 SANITARY FACILITIES
The Contractor shall provide toilet and wash-up facilities for his work force at the site of Work. They shall comply with applicable laws, ordinances, and regulations pertaining to the public health and sanitation of dwellings and camps.

5.0 WATER
Contractor will use the City water outlet through the Fire Hydrant by applying for a temporary construction water meter and pay corresponding fees. Use of the City's water will be under the City's control, and the Contractor shall follow any requirements or provisions set forth by the City regarding its use.

** END OF SECTION 01501**
Section 01560 Environmental Controls

1.0 SITE MAINTENANCE
The Contractor shall keep the Work site clean and free from rubbish and debris. Materials and equipment shall be removed from the site when they are no longer necessary. All cables, slings and other materials used to set the pipe and equipment shall be removed from the project site. Upon completion of the Work and before final acceptance, the Work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance.

2.0 TEMPORARY DAMS
Except in time of emergency, earth dams are not acceptable at catch basin openings, local depressions, or elsewhere. Temporary dams of sand bags, or other acceptable material will be permitted when necessary to protect the Work, provided their use does not create a hazard or nuisance to the plant. Such dams shall be removed from the site as soon as they are no longer necessary.

3.0 AIR POLLUTION CONTROL
The Contractor shall not discharge smoke, dust, and other contaminants into the atmosphere that violate the regulations of any legally constituted authority. He shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary. The use of water, in amounts which result in excessive mud on plant roads, is not acceptable.

4.0 NOISE CONTROL
During construction, noise from Contractor's operations shall not exceed limits established by applicable laws or regulations and in no event shall exceed 86 dBA at a distance of 50 feet from the noise source.

5.0 LOCAL TRAFFIC
The Contractor shall be responsible for maintenance of public safety and traffic control. The maximum length of open trench shall be as specified in SSPWC Section 306-1.1.2 and access to trenches shall be in accordance with SSPWC Section 306-1.1.4. All excavation shall be backfilled as soon as practical and preferably at the end of the same day. No open excavations is allowed for overnight, contractor shall place temporary steel plates and all required safety materials including traffic control devices and lights as needed.

** END OF SECTION 01560**
Section 01620 Protection of Materials and Equipment

1.0 GENERAL
Materials and equipment shall be shipped, handled, stored, and installed by methods which will prevent damage to the items. Owner will not be responsible for any damage materials or equipments delivered on site. Owner will only pay for the materials or equipments that has been installed, inspected and accepted.

2.0 PIPE
Pipe and appurtenances shall be handled, stored, and installed as recommended by the manufacturer. Pipes with soft coatings, such as coal tar enamel or the like, or pipes of materials which are subject to deterioration by sunlight or heat, shall be stored to protect the coating or pipe from physical damage or other deterioration and shall only be handled with padded, wide slings. Pipes shipped with interior bracing shall have the bracing removed only when recommended by the pipe manufacturer. Pipes stored on site shall have cover on each end.

3.0 EQUIPMENT
A. Definition: For the purpose of this section, equipment means any mechanical, electrical, or instrumentation devices, and other items with one or more moving parts requiring an electrical, pneumatic, electronic or hydraulic connection.

B. Packing and Marking: All equipment shall be adequately and effectively protected against damage from moisture, dust, handling, or other cause during transport from manufacturer's premises to site. Each item or package shall be clearly marked with the number unique to the specification reference covering the item. Each separate portion of plant shall receive, as far as practicable, a fitting or distinguishing mark which shall be shown on the packing lists.

The bearings of motors shall be relieved of load during transport by means of jacks of some other method to prevent brinelling.

Stiffeners shall be used where necessary to maintain shapes and to give rigidity. Parts of equipment shall be delivered in assembled or sub-assembled units where possible.

C. Identification of Equipment: All equipment items and valves with an assigned equipment number in this project manual shall have affixed to them in a prominent location, a label or tag displaying the assigned equipment number. Equipment item and valves lacking a number shall have a similar tag providing a unique description of the item. Markers shall be of stainless steel or aluminum, affixed to the item in question with stainless steel fasteners or as otherwise approved by the Project Manager. Plastic tape labels will not be acceptable.

D. Storage of Equipment: During the interval between delivery and installation, all equipment to be incorporated into the project shall be stored to prevent damage or deterioration. Environmental controls such as heaters or protective encapsulation shall be provided to ensure against condensation and moisture damage. In the event prolonged (more than 90 days) storage is required for any item of rotative equipment, the Contractor shall institute a preventive maintenance program which shall include grease protection of bare metal surfaces, periodic indexing of rotating parts, renewal of grease in bearings and any procedures recommended by the manufacturer. The
Contractor shall maintain adequate records to demonstrate full compliance with these requirements. All equipment shall be available for inspection by the Project Manager.

To insure adequate protection of all electrical and instrumentation equipment and panels and electric motors, all such equipment shall be stored in a suitable enclosure designed to protect the equipment from dust. The Contractor shall be responsible for maintaining the storage facilities and equipment stored therein and shall make provision for all utilities required. Continuous access shall be provided to the Project Manager for all equipment so stored.

During storage and after installation, all electrical and instrumentation equipment, panels, electric motors, and other equipment subject to damage from dust, shall be covered with visqueen and the covers shall be taped to protect the equipment from dust. The covers shall remain on the equipment at all times during the construction period except when necessary to make connections, adjustments or conduct tests on the equipment. The Contractor shall obtain full coverage insurance covering all stored equipment against loss. Evidences of insurance demonstrating compliance with this requirement shall be filed with the Project Manager.

E. Protection of Equipment After Installation: After all installation, all equipment shall be protected from damage, including but not limited to, dust, abrasive particles, debris and dirt generated by the placement, chipping, sandblasting, cutting, finishing and grinding of new or existing concrete, terrazzo and metal; and the fumes, particulate matter, and splatter from welding, brazing, and painting of new or existing piping and equipment. The Contractor is advised that as minimum, vacuum cleaning, blowers with filters, protective shieldings, and other dust suppression methods will be required at all times to adequately protect all equipment. During concreting, including finishing, all equipment that may be affected by cement dust must be completely covered. During painting operations, all grease fittings and similar openings shall be covered to prevent the entry of paint. Electrical switchgear, unit substation, and motor load centers shall not be installed until after all concrete work and sandblasting in those areas have been completed and accepted.

4.0 DELIVERY OF MATERIAL OR EQUIPMENT
The Owner's personnel or representatives of the Owner will not accept materials or equipment deliveries for the Contractor.

**END OF SECTION 01620**
Section 01700 Restoration of Improvements

1.0 STRUCTURES
The Contractor shall modify existing structures, remove and replace existing vaults or landscape area, as may be necessary for the performance of the Work and shall rebuild the structures thus modified in as good a condition as found with the requirements specified. He shall also repair existing structures which may be damaged as a result of the Work under this contract.

2.0 ROADS
Unless otherwise specified, roads in which the surface is removed, broken, or damaged, or in which the ground has caved or settled during the work under this contract, shall be resurfaced and brought to the original grade and section. Roadways used by the Contractor shall be cleaned and repaired. Restore road in accordance with City standard.

3.0 CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS
Cultivated or planted areas and other surface improvements which are damaged by actions of the Contractor shall be restored as nearly as possible to their original condition. Existing guard posts, barricades, and fences shall be protected and replaced if damaged.

4.0 PROTECTION OF EXISTING INSTALLATIONS
The Contractor shall immediately correct or replace existing equipment, controls or systems which are damaged as a result of his operations.

** END OF SECTION 01700**
Section 02050 Demolition

PART 1 – GENERAL

1.1 WORK OF THIS SECTION

A. The Contractor shall furnish all materials, equipment and labor necessary to demolish and remove from the site existing equipment, piping, valves, structures, walls, slabs, and appurtenances as shown and as specified.

B. In areas indicated to be demolished, the Contractor shall cut back flush and seal any pipe stub-outs remaining, and remove exposed piping, conduits, fixtures, junction boxes, light fixtures, water fixtures, and supports. Switches, receptacles, and boxes shall also be removed. Concealed piping and conduits shall be removed as necessary to facilitate the Work. All other items either shown or not shown but interfering with the new installation and not needed to complete the system shall be removed.

1.2 RELATED SECTIONS

A. The Work of the following Sections applies to the Work of this Section. Other Sections of the Specifications, not referenced below, shall also apply to the extent required for proper performance of this Work.

   1. Section 01300 Submittals
   2. Section 02200 Earthwork

1.3 REFERENCE SPECIFICATIONS, CODES AND STANDARDS


B. Except as otherwise indicated in this Section, the Contractor shall comply with the latest adopted edition of the Standard Specifications for Public Works Construction (SSPWC).

C. Other relevant standards reference to this section includes American Waterworks Association (AWWA), National Electrical (NEC), Uniform Mechanical Code (UMC) and Uniform Plumbing Code (UPC).

1.4 CONTRACTOR SUBMITTALS

A. The Contractor shall submit a demolition schedule in compliance with Section 01300 – Submittals. The demolition schedule shall provide a complete demolition Work including shut-off and continuation of utility services before the start of the demolition. The schedule shall indicate proposed methods and a detailed sequence of demolition and removal Work to ensure uninterrupted operation of the water treatment plant.

B. Before completion of the Work, the Contractor shall submit all disposal document including hazardous water materials and waste disposal to landfill area.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 GENERAL

A. Structures shall be demolished and removed in compliance with SSPWC subsection 306-5 and other Federal, State and local code or requirements.
3.2 CLEARING AND GRUBBING
Unless otherwise specified, the Contractor shall remove obstructions such as brush, trees, logs, stumps, roots, heavy sod, vegetation, rock, stones larger than six (6) inches by any dimension, broken or old concrete and pavement, debris, and structures when completion of the Work requires their removal.

Material that is removed and is not to be incorporated in the Work shall be disposed of off the site. Salvaged material shall be delivered to the City per Engineers instruction. See related requirements in Section 02200.

3.3 STRUCTURAL REMOVAL
Unless otherwise shown or specified, demolition of structures shall be carried to the level shown on the plans. Where adjoining structures are to be kept in place, the demolition limit lines shall be neatly saw-cut. Sections to be removed shall be broken out, and the remaining face shall be chipped back to the saw-cut line. The Contractor shall do the necessary Work to provide the remaining face with a finish compatible with the surrounding surfaces.

3.4 EQUIPMENT, CONDUIT AND PIPING REMOVAL
All equipment and piping to be removed shall be properly disconnected from structures, piping, electrical and instrumentation systems. Below ground piping and conduits to be abandoned in place shall be properly capped and or removed. The Contractor shall do all resurfacing and other Work as necessary to comply with the above requirements.

3.5 PAVEMENT REMOVAL
All pavements and concrete pads shall be saw-cut on a neat line at right angles to the curb face. Remove the whole concrete pavement as needed to install the new structure.

3.6 UTILITY INTERFERENCE
Where existing utilities interfere with the prosecution of the Work, the Contractor shall submit RFI and proposal for modification in accordance with the contract document.

3.7 SALVAGE
The Owner has the right to salvage any items scheduled for removal. The Contractor shall notify the Project Manager five (5) days prior to any salvage or demolition Work to determine the disposition of items to be removed. The Project Manager will mark items to be salvaged. Such items shall be properly disconnected, removed from their foundations, cleaned and stored at a location on the plant site or delivered to a location as directed by the City.

3.8 DISPOSAL OF REMOVED MATERIAL AND DEBRIS
All removed material not designated for salvage and all debris shall become the property of the Contractor and shall be removed from the site and properly disposed of.

Materials and debris generated by demolition activities shall not be allowed to accumulate. Debris shall be removed daily and disposed of in a manner allowed by law. Burning of materials shall not be permitted.
3.9 BACKFILL
Holes or depressions in the ground remaining after demolition of structures, tanks, pipelines, or equipment shall be filled with compacted backfilling materials as specified in Section 02200. Areas that can not be compacted shall be filled in with cement-slurry.

Below-grade areas and voids resulting from demolition of structures shall be completely filled to a minimum of compaction of 90%.

All fill shall be graded to meet adjacent contours and to provide flow to surface drainage structures, or as indicated.

3.10 POLLUTION CONTROL
A. Water sprinkling, temporary enclosures, chutes, and other suitable methods shall be used for dust suppression in compliance with SSPWC Section 7.

B. Water shall not be used when it creates hazardous or objectionable conditions such as flooding, erosion, sedimentation, or pollution.

3.11 PROTECTION
A. Safe passage of persons around the area of demolition shall be provided. Operations shall be conducted to prevent injury to people and damage to adjacent buildings, structures, and other facilities in compliance with SSPWC Section 7.

B. Interior and exterior shoring, bracing, or supports shall be provided to prevent movement, settlement or collapse of structures to be demolished.

C. Existing landscaping materials, structures, and appurtenances which are not to be demolished shall be protected and maintained as necessary and in accordance with SSPWC Section 7.

D. Unless otherwise indicated, the Contractor shall protect and maintain all utilities in the proximity of the facilities to be demolished.

E. The Contractor shall protect nearby existing equipment from dust caused by demolition activities by covering, drop-curtains and other similar methods.

3.12 DISPOSAL OF NON-FRIABLE ASBESTOS
A. If non-friable asbestos cement pipe (ACP) is identified, the Contractor shall employ adequate care to maintain the pipe in a non-friable condition. Removal of the ACP shall be in whole sections where possible. Cutting or breaking of ACP to facilitate removal shall be in compliance with California Regulations, Title 8, Section 5208. At a minimum, the Contractor shall follow the following requirements for ACP that is to be cut or broken:

1. The Contractor shall evacuate the area of unauthorized and untrained personnel, post warning signs, and provide a demarcation zone and adequate barriers to keep unauthorized personnel out of the area.

2. The Contractor shall provide personal protective equipment consisting at least of a respirator and disposable clothing to asbestos accredited workers performing the cutting or breaking of ACP. Respirator protection shall in accordance with the requirements of California Regulations, Title 8, Section 5414.
3. The area to be cut or broken shall be adequately wetted with amended water to reduce fiber emission. The method employed by the Contractor shall minimize fiber release. Power saw cutting will not be allowed. All related debris from the cutting or breaking of ACP shall be considered friable. The Contractor shall dispose of friable material in accordance with California Regulations Title 22.

4. All waste generated and ACP shall be wrapped in six (6) mil polyethylene sheeting or bags and shall be properly transported and disposed.

B. The Contractor is responsible for all ACP removal and associated contamination.

C. Payment for disposal on non-friable asbestos-containing materials shall be included in this section..

3.13 DISPOSAL OF FRIABLE ASBESTOS
A. Friable asbestos-containing material is defined as material that can be crumbled, pulverized, or reduced to powder by hand pressure. All friable asbestos-containing materials shall be considered as hazardous waste and shall be transported by a licensed hazardous waste hauler. Friable asbestos containing materials shall be disposed of at an approved hazardous waste landfill.

B. Upon discovery of friable asbestos, the Contractor shall immediately notify the Engineer.

C. Payment for the disposal of friable asbestos-containing materials shall be included in this section.

3.14 PATCHING AND REPAIRING
A. The Contractor shall provide patching, replacing, repairing, and refinishing of damaged areas involved in demolition as necessary to match the existing adjacent surfaces.

B. The Contractor shall repair all damages caused to adjacent facilities by demolition at the satisfaction of the Engineer and no additional cost to the Owner.

C. After patching and repairing has been completed, the Contractor shall carefully remove splatterings of mortar from adjoining Work (plumbing fixtures, trim, tile, and finished metal surfaces) and repair any damage caused by such cleaning operations.

3.15 CLEANING
A. During and upon completion of Work, the Contractor shall promptly remove unused tools and equipment, surplus materials, rubbish, debris, and dust and shall leave areas affected by the Work in a clean condition in accordance with Section 01710 – Final Cleanup.

B. The Contractor shall clean adjacent structures and facilities of dust, dirt, and debris caused by demolition and return adjacent areas to condition existing prior to start of Work.

C. The Contractor shall clean and sweep the affected portions of roads, streets, sidewalks and passageways daily.

** END OF SECTION 02050 **
Section 02220 Concrete wash out

PART 1 -- GENERAL
1.1 TEMPORARY CONCRETE WASHOUT

Temporary concrete washout facilities shall be provided. Temporary concrete washout facilities shall be maintained daily.

Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete. Concrete waste materials shall be removed and disposed of in conformance with the provisions in Section 15-3.02, "Removal Methods," of the Standard Specifications.

Temporary concrete washout waste shall be removed and disposed of after each Work shift in conformance with the provisions in Section 15-3.02, "Removal Methods," of the SSPWC.

Materials for temporary concrete washout shall become the property of the Contractor and shall be removed from the site of the Work and disposed of outside of the highway right of way in accordance with section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the SSPWC.

The Contract shall include the cost for temporary concrete washout and the full cost for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work involved in furnishing, placing, maintaining, removing and disposing of concrete waste and temporary concrete washout, as specified in the SSPWC and as directed by the Engineer.

** END OF SECTION 02220 **
"Vincent Park Restroom Project Phase 2"

DIVISION III A

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS
DIVISION III A

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

PART 1: DBE Section Summary

Section 1 – Definitions................................................................. 2
Section 2 – City Objectives for the DBE Program ......................... 2
Section 3 – Statewide and City DBE Goals .................................. 3
Section 4 – Race-Neutral Means of Meeting Statewide and City ... DBE Goals 3
Section 5 – Race Conscious Means of Meeting the Statewide and City ... DBE Goals 4
Section 6 – Quotas ....................................................................... 4
Section 7 – Nondiscrimination ...................................................... 4
Section 8 – Nondiscrimination in award and performance of subcontracts 5
Section 9– DBE Regulations incorporated by this reference ............... 5
Section 10 – Award and Execution of Contract .............................. 8
Section 11 – Subcontractor and DBE Records ................................. 8
Section 12 – DBE Certification Status ........................................... 9
Section 13 – Subcontracting .......................................................... 9
Section 14– Performance of Subcontractors ................................. 10
Section 15 – Prompt Progress Payments to Subcontractors .............. 10
Section 16– Prompt Payments of Funds Withheld to Subcontractors ....... 10
Section 17 – Additional DBE Information – Advertisements and Outreach 11

PART 2: DBE FORMS AND OTHER FORMS REQUIRED FOR ALL FEDERALLY FUNDED BIDDERS AND CONTRACTORS 12
Section 1 – DEFINITIONS

AADPLs mean the City's Annual Anticipated DBE Percentage Levels.

DBEs means Disadvantaged Business Enterprises as defined in 49 CFR §26.5.

Cal-Trans DBE Agreement means the Disadvantaged Business Enterprise Race Conscious Implementation Agreement entered into between the California Department and the City of Inglewood and approved by the City Council on July 14, 2009.

Participants mean the City of Inglewood, Contractors, and Subcontractors of any tier that are receiving directly or indirectly federal financial assistance to participate in this Contract.

UDBEs mean an Underutilized Disadvantaged Business Enterprise. UDBEs fall into one of the following groups: African American, Asian Pacific American, Native American, and Women. It does not include Hispanic Males and Subcontinent Asian Males (includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka).

Section 2 – CITY OBJECTIVES FOR THE DBE PROGRAM

In order to receive federal financial assistance pursuant to Part 26 of the Code of Federal Regulations and the Cal-Trans DBE Agreement the City has established the following policy objectives for the DBE program:

a. To ensure that DBEs have an equal opportunity to receive and participate in DOT-assisted contracts.

b. To ensure nondiscrimination in the award and administration of DOT-assisted contracts.

c. To create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts.

d. To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.

e. To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.

f. To help remove barriers to the participation of DBEs in DOT-assisted contracts.

g. To assist the development of firms that can compete successfully in the market place outside the DBE Program.
Section 3 – STATEWIDE AND CITY DBE GOALS

Bidders and Contractors are advised that, as required by Federal law, the State has established a statewide overall DBE goal. The City Federal-aid contract is considered to be part of the statewide overall DBE goal. In order to ascertain whether that statewide overall DBE goal is being achieved, Caltrans is tracking DBE participation on all Federal-aid contracts administered by cities/counties and other local agencies. The City is required to report to Caltrans on DBE participation for all Federal-aid contracts each year so that attainment efforts may be evaluated. Bidders and Contractors who obtain DBE participation on this project will assist the state in meeting its statewide overall DBE goal.

To provide assistance in meeting the DBE statewide goal, the City has included in this Contract a DBE Availability Advisory Statewide goal of 13.5% (6.75% Racial Neutral; 6.75% Racial Conscious portion for Black Americans, Native Americans, Asian Pacific Islanders and Women of all races). In addition, the City has established its own DBE City goal of 17.50% (12% Racial Neutral: 5.5% Racial Conscious portion for Black Americans, Native Americans, Asian Pacific Islanders and Women of all races). It is not mandatory that you meet these goals and contract award consideration will not be based on this advisory. However, all bidders and contractors must complete and submit all DBE forms included in the Bid package and this Contract.

Section 4 – RACE-NEUTRAL MEANS OF MEETING THE ANNUAL DBE GOALS

The federal regulations sets forth in 49 CFR §26.51(a) require that all participants of Federal-aid projects must meet the maximum feasible portion of its AADPL goal by using race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts.

The federal regulations sets forth in 49 CFR §26.51(b) provide that race-neutral means of meeting the State and City's annual DBE goals may include, but are not limited to, the following:

a. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);

b. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
c. Providing technical assistance and other services;

d. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);

e. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;

f. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of types of work, handle increasingly significant projects, and achieve eventual self-sufficiency;

g. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;

h. Ensuring distribution of your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and

i. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

Section 5 – RACE CONSCIOUS MEANS OF MEETING THE OVERALL STATEWIDE ANNUAL DBE GOAL

Participants must establish contract goals for Underutilized Disadvantaged Business Enterprises (UDBEs) to meet any portion of its AADPL that it does not project it is able to meet using race-neutral means.

Section 6 – QUOTAS

Neither the City, Bidder, Contractor or any other participant shall use quotas or set-asides in any way in the administration of this DBE Program.

Section 7 – NONDISCRIMINATION

The City shall take all necessary and reasonable steps under Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) to ensure nondiscrimination in the award and administration of DOT assisted contracts. The City’s DBE Implementation Agreement, as required by 49 CFR 26 and as approved by DOT, is incorporated by reference in this contract. Pursuant to 49 CFR §26.7 all participants agree to ensure that DBEs have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this agreement. In this regard the City and all
participants shall take all necessary and reasonable steps in accordance with 49 CFR to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

Neither the City or any other participant shall exclude any person from participation in, deny any person the benefit of, or otherwise discriminate against anyone in connection with the award and performance of this contract or any contract covered by 49 CFR 26 on the basis of race, color, sex or national origin.

In administering the local agency components of the program neither the City or any other participant shall not directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the program with respects to individuals of a particular race, color, sex, or national origin.

Section 8 – NONDISCRIMINATIOIN IN AWARD AND PERFORMANCE OF SUBCONTRACTS

This project is subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure Caltrans achieves its federally mandated statewide overall DBE goal, the Agency encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with Federal Funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Section 9 – DBE REGULATIONS INCORPORATED BY THIS REFERENCE

Bidders and Contractor shall be fully informed in respect to the requirements of the DBE Regulations. The DBE Regulations in their entirety are incorporated herein by this reference. Attention is directed to the following matters:

a. A DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.

b. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of materials or supplies, or as a trucking company.

(1) A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces.
(2) The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

c. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing, and supervising the work.

d. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:

(1) The Caltrans’ "Civil Rights" website at:

(2) The Caltran’s DBE Directory. This Directory may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

e. When reporting DBE participation, bidders may count the cost of materials or supplies purchased from DBEs as follows:

(1) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(2) The materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph F.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this Paragraph F.2.
(3) If the DBE is neither a manufacturer nor a regular dealer, count only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

f. When reporting DBE participation, bidders may count the participation of DEB trucking companies as follows:

(1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.

(2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.

(5) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

(6) For the purposes of this paragraph G, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

g. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.
Section 10 – AWARD AND EXECUTION OF CONTRACT

A "LOCAL AGENCY BIDDER - DBE INFORMATION" form will be included in the Contract Documents to be executed by the successful bidder. The purpose of this form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder’s "LOCAL AGENCY BIDDER – DBE INFORMATION" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE’s quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

A “LOCAL AGENCY BIDDER - DBE INFORMATION" form should be completed and returned to the City by the successful bidder with the executed contract and contract bonds.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Agency as provided herein will result in the retention of 31 percent of payments due the contractor and penalties of up to $20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

Section 11 – SUBCONTRACTOR AND DBE RECORDS

The Contractor shall maintain records showing the name and business address of each first tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials, and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of
work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on “Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors” Form CEM-2402 (F) and certified correct by the Contractor or the Contractor’s authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. The amount of $10,000 will be withheld from payment until a satisfactory form is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE subcontractor, DBE vendor of materials, and DBE trucking companies. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month. This documentation shall be submitted on “Monthly DBE Trucking Verification” Form CEM-2404(F).

Section 12 – DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) indicating the DBEs’ existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

Section 13 – SUBCONTRACTING

The provisions in the Disadvantaged Business Enterprise (DBE) requirements set forth in the Contract Documents shall apply to all Prime Contractors and First Tier Subcontractors. The Contractor shall perform with the Contractors own organization contract work amounting to not less than 50 percent of the original contract price, notwithstanding any Federal Aid Construction Contracts requirements that might
otherwise require that the Contractor perform a lesser 30 percent of the original contract work with the Contractor's own organization.

Section 14 – PERFORMANCE OF SUBCONTRACTORS

The subcontractors listed by the Contractor in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

The Contractor should notify the Engineer in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

Section 15 – PROMPT PROGRESS PAYMENTS TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

Section 16 – PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or
Section 17– ADDITIONAL DBE INFORMATION – ADVERTISEMENTS AND OUTREACH

DBE prime contractors or subcontractors may seek out minority subcontractors equally in the City of Inglewood as in other outlying areas of Los Angeles County. Advertisements for prime and subcontractors may be placed equally in newspapers, the Chamber of Commerce, and other journals directly targeted to women and minorities. Following is a sample list.

Inglewood Chamber of Commerce
330 E. Queen Street
Inglewood, CA 90301
(310) 677-1121

Inglewood Today
101 N. La Brea Avenue, Suite 603
Inglewood, CA 90301
(310) 330-0063

Inglewood News
312 E. Imperial Avenue
El Segundo, CA 90245
(310) 322-1830

L. A. Opinion
411 W. 5th Street
Los Angeles, CA 90013
(213) 622-8332

L. A. Bay News Observer
1219-20 Street
Bakersfield, CA 93309
(310) 674-9390
Attn: J. Coley, Jr.

WAVE
2621 W. 54th Street
Los Angeles, CA 90043
(323) 290-3000 Ext. 201 or 202
Attn: Ruby Thomas

Inglewood Crusaders
11633 Hawthorne Blvd., Suite 11
Hawthorne, CA 90250
(310) 673-5555 or (213) 777-1345
Attn: Kim or Maggi

For a fee, prime contractors can consult with minority and women outreach organizations to assist with advertisements and referrals, e.g., Inglewood-based business, REYNA Group at (310) 701-6048.

As part of the Good Faith Efforts requirements, the City can no longer accept relatives' (wife, sister, mother, in-law, half-brother, half-sister, grandparents, etc.) subcontractors as part of the DBE requirement.
PART 2:  DBE FORMS AND OTHER FORMS REQUIRED FOR ALL FEDERALLY FUNDED PROJECTS

DBE FORMS

NOTE: Notwithstanding any contrary time deadline language on the provided forms, Bidders/Contractors must submit with its bid all of the forms set forth below that have been checked with an “X”. Additional Forms required for this project have been checked with an “XX”. For Exhibit 17 – Final Report, the successful Bidder shall provide to the City all information needed for the City to fill out this form upon completion of the project.

- [X] Disadvantaged Business Enterprise (DBE) Utilization
- [X] Assurance of Disadvantaged Business Enterprise (DBE) Participation
- [X] Local Agency Bidder UDBE Commitment (Construction Contracts) (Exhibit 15-G1) – with Instructions
- [X] Local Agency Bidder DBE Information (Construction Contracts) (Exhibit 15-G2) – with Instructions
- [X] DBE Information – Good Faith Efforts (Exhibit 15-H)
- [XX] Local Agency Proposal UDBE Commitment (Consultant Contracts) (Exhibit 10-01) – with Instructions
- [XX] Local Agency Proposal DBE Commitment (Consultant Contracts) (Exhibit 10-02) – with Instructions
- [XX] Final Report Utilization of Disadvantaged Business (Exhibit 17-F) – with Instructions
- [XX] Monthly DBE Trucking Verification (CEM-2404(F)) – with Instructions
- [X] Letter of Intent (For each DBE Subcontractor)
NON-DBE FEDERALLY REQUIRED FORMS

NOTE: Not withstanding any contrary time deadline language on the provided forms, Bidders/Contractors must submit with its bid all of the forms set forth below that have been checked with an "X". Additional Forms required for this project have been checked with an "XX".

- **X** Federal Requirements for Federal Aid Construction Projects
- **X** Equal Employment Opportunity Certification
- **X** Noncollusion Affidavit
- **X** Nonlobbying Certification for Federal-Aid Contracts
- **X** Disclosure of Lobbying Activities
- **X** Award and Execution of Contract
- **X** Disbarment and Suspension Certification
- **X** Suspension & Disbarment Requirements for all Contracts over $25,000
- **X** Trade Restriction Clauses to be included in all Solicitations, Contracts, and Subcontracts
- **X** Buy American Steel and Manufactured Products for Construction Contracts
- Office of Labor Relations Davis-bacon Enforcement – Information only
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offering party has satisfied the requirements of the Bid Specification in the following manner (please check the appropriate space):

_____ The bidder/offering party is committed to a minimum of ___% DBE utilization on this contract.

_____ The bidder/offering party (if unable to meet the DBE goal of ___%) is committed to a minimum of ___% DBE utilization on this Contract and submits documentation demonstrating Good Faith Efforts.

Name of bidder's/offering party firm: ______________________________________

________________________ State Registration No. ____________________________

By ___________________________ (Signature) ______________________ Title
ASSURANCE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

To meet the suggested requirements of 49CFR26, the assurance below shall be signed by the bidder/offering party and submitted with the bid.

NOTE: All information and forms shall be submitted with the bid or else the bid will be non-responsive.

Bidder/Offering Party Assurance of Compliance with 49CFR26 Relating to DBE Participation

As required by federal law, Caltrans has established a statewide overall DBE goal of 13.5% and a UDBE goal of 6.75%. The City has a DBE goal of 17.5% and UDBE goal of 5.5%. In order to ascertain whether the statewide overall DBE goal is being achieved, Caltrans is tracking DBE participation on all Federal-aid contracts administered by cities/counties and other local agencies.

The Agency has established a DBE Availability Advisory for this project. Bidders who obtain DBE participation on this project will assist the state in meeting its statewide overall DBE goal.

________________________________________________________________________
Signature (Name of Bidder/Offering Party)

________________________________________________________________________
Date (Name and Title of Signing Official)

________________________________________________________________________
Business Address

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

AGENCY: ____________________________ LOCATION: ____________________________

PROJECT DESCRIPTION: _______________________________________________________

TOTAL CONTRACT AMOUNT: $_________________________________________________

BID DATE: ________________________________________________________________

BIDDER'S NAME: ___________________________________________________________

CONTRACT UDPE GOAL: _____________________________________________________

<table>
<thead>
<tr>
<th>CONTRACT ITEM NO.</th>
<th>ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED</th>
<th>Cert. No. of UDPE AND EXPIRATION DATE</th>
<th>NAME OF UDPEs (Must be certified on the date bids are opened - include UDPE address and phone number)</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For Local Agency to Complete:

Local Agency Contract Number: ________________________________________________

Federal Aid Project Number: _________________________________________________

Federal Share: ______________________________________________________________

Contract Award Date: ________________________________________________________

Local Agency certifies that all information is complete and accurate.

Total Claimed Participation

<table>
<thead>
<tr>
<th>Total Claimed Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$__________________________</td>
</tr>
<tr>
<td>%__________________________</td>
</tr>
</tbody>
</table>

Signature of Bidder

Date (Area Code) Tel. No.

For Caltrans Review:

Person to Contact (Please Type or Print)

Print Name ____________________________ Signature ____________________________ Date __________

Caltrans District Local Assistance Engineer

Local Agency Bidder - UDPE Commitment (Rev 3/09)
Local Agency Bidder UDBE Commitment (Construction Contracts)

INSTRUCTIONS - LOCAL AGENCY BIDDER
UDBE COMMITMENT (CONSTRUCTION CONTRACTS) (Revised 03/09)

TO ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the UDBE(s) falls into one of the following groups in order to meet the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information must be submitted with your bid. Failure to submit the required UDBE commitment will be grounds for finding the bid nonresponsive.

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by UDBEs. The UDBE should provide a certification number to the Contractor and expiration date. The form has a column for the Names of UDBE contractors to perform the work (who must be certified on the date bids are opened and include the UDBE address and phone number). Enter the UDBE prime's and subcontractors' certification numbers. Prime contractors shall indicate all work to be performed by UDBEs including, if the prime is a UDBE, work performed by its own forces.

IMPORTANT: Identify all UDBE firms being participating in the project regardless of tier. Names of the First Tier UDBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. Provide copies of the UDBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.

There is a column for the total UDBE dollar amount. Enter the Total Claimed UDBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of UDBE firms.

Exhibit 15-G (1) must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.
Exhibit 15-G2  Local Agency Bidder DBE Information (Construction Contracts)
(Inclusive of all DBEs including the UDBEs listed at bid proposal)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

AGENCY: ___________________________  LOCATION: ___________________________

PROJECT DESCRIPTION: _______________________________________________________

TOTAL CONTRACT AMOUNT: $ ___________________________

BID DATE: ___________________________

BIDDER'S NAME: ___________________________

<table>
<thead>
<tr>
<th>CONTRACT</th>
<th>ITEM NO.</th>
<th>ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED</th>
<th>DBE Cert. No. AND EXPIRATION DATE</th>
<th>NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)</th>
<th>DOLLAR AMOUNT DBE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For Local Agency to Complete:

Local Agency Contract Number: ___________________________

Federal Aid Project Number: ___________________________

Federal Share: ___________________________

Contract Award Date: ___________________________

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

Total Claimed Participation

$ ___________________________

% ___________________________

Signature of Bidder

(Date) ________________ (Area Code) Tel. No. ___________________________

Print Name ___________________________  Signature ___________________________  Date ___________________________

Local Agency Representative ___________________________

(Area Code) Telephone Number: ___________________________

For Caltrans Review:

Print Name ___________________________  Signature ___________________________  Date ___________________________

Caltrans District Local Assistance Engineer ___________________________

Local Agency Bidder DBE Information (Rev 3/09)
INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION
(CONSTRUCTION CONTRACTS) (Revised 03/09)

TO ALL BIDDERS:

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Contract Amount, Bid Date, Bidder’s Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No’s) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. The DBE should provide a certification number to the Contractor and expiration date. The DBE contractors should notify the Contractor in writing with the date of the certification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date bids are opened and include DBE address and phone number). Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces if a DBE.

IMPORTANT: Identify all DBE firms participating in the project—including all UDBEs listed on the UDBE Commitment form (Exhibit 15G(1)), regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the “List of Subcontractors” submitted with your bid.

There is a column for the total DBE dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of DBE firms.

Exhibit 15-G (2) must be signed and dated by the bidder. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Award Date, Federal Share, Contract and Project Number fields, and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.
EXHIBIT 15-H UDBE INFORMATION—GOOD FAITH EFFORTS

Federal-aid Project No. ___________ Bid Opening Date ___________

The ___________________________ established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of ___% for this project. The information provided herein shows that a good faith effort was made.

Bidders must submit the following information even if the “Local Agency Bidder – UDBE Commitment” form indicates that the bidder has met the UDBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of UDBE Commitment” of the Special Provisions:

A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<table>
<thead>
<tr>
<th>Publications</th>
<th>Dates of Advertisement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<table>
<thead>
<tr>
<th>Names of UDBEs Solicited</th>
<th>Date of Initial Solicitation</th>
<th>Follow Up Methods and Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder’s responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.
D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

________________________________________
________________________________________
________________________________________

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

________________________________________
________________________________________
________________________________________

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

________________________________________
________________________________________
________________________________________

F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

________________________________________
________________________________________
________________________________________

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):
<table>
<thead>
<tr>
<th>Name of Agency/Organization</th>
<th>Method/Date of Contact</th>
<th>Results</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
</table>

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.
### Exhibit 10-O1 Local Agency Proposer UDBE Commitment (Consultant Contracts)

**NOTE:** PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

<table>
<thead>
<tr>
<th>AGENCY:</th>
<th>LOCATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT DESCRIPTION:</td>
<td></td>
</tr>
<tr>
<td>CONTRACT GOAL: $</td>
<td></td>
</tr>
<tr>
<td>PROPOSAL DATE:</td>
<td></td>
</tr>
<tr>
<td>PROPOSER'S NAME:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WORK ITEM NO.</th>
<th>DESCRIPTION OR SERVICES TO BE SUBCONTRACTED</th>
<th>DBE Cert. No. AND EXPIRATION DATE</th>
<th>NAME OF UDBEs (Must be certified on the date the proposals are opened - include UDBE address and phone number)</th>
<th>PERCENTAGE AMOUNT OF EACH UDBE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**For Local Agency to Complete:**

Local Agency Contract Number: ____________________________

Federal Aid Project Number: ____________________________

Federal Share: ____________________________

Proposal Award Date: ____________________________

Local Agency certifies that the UDBE certification(s) has been verified and all information is complete and accurate.

Print Name ____________________________
Local Agency Representative

Signature ____________________________ Date ____________________________

**For Caltrans Review:**

Print Name ____________________________
Caltrans District Local Assistance Engineer

Signature ____________________________ Date ____________________________

Total Claimed Participation $ _________

% _________

Signature of Proposer ____________________________

Date ____________________________ (Area Code) Tel. No. ____________________________

Person to Contact (Please Type or Print) ____________________________

Local Agency Bidder - UDBE Commitment (Rev 3/09)
INSTRUCTIONS - LOCAL AGENCY BIDDER- UDBE COMMITMENT
(CONSULTANT CONTRACTS) (Revised 03/09)

TO ALL BIDDERS:

PLEASE NOTE: It is the bidder’s responsibility to verify that the UDBE(s) falls into one of the following
groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American;
3) Native American; 4) Women. This information shall be submitted with your bid. Failure to submit the
required UDBE commitment will be grounds for finding the bid nonresponsive.

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the consultant contract: Agency, Location, Project Descriptions,
Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, Proposer’s Name, and
Contract Goal.

The form has a column for the Work Item Number (or Item No’s) and Description or Services to be
Subcontracted to UDBEs. The UDBE should provide a certification number to the Consultant. Notify the
Consultant in writing with the date of the decertification if their status should change during the course of the
contract. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the
date proposals are received and include UDBE address and phone number). Enter the UDBE prime consultant
and subconsultant certification numbers. Prime consultants shall indicate all work to be performed by UDBEs
including, if the prime consultant is a UDBE, work performed by its own forces.

There is a column for the total UDBE percentage. Enter the Total Claimed UDBE Participation percentage of
items of work submitted with the proposal pursuant to the Special Provisions. (If 100% of item is not to be
performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.)
See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the
participation of UDBE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate
the proposer’s good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O (1) must be signed and dated by the consultant proposing. Also list a phone number in the space
provided and print the name of the person to contact.

For the Success Proposer only, local agencies should complete the Contract Award Date
and Federal Share fields and verify that all information is complete and accurate before signing and sending a
copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a
completed and accurate form within the 15-day time period may result in the de-obligation of funds on this
project.

District DBE Coordinator should verify that all information is complete and accurate. Once the
information has been verified, the District Local Assistance Engineer signs and dates the form.
## Exhibit 10-O2 Local Agency Proposer DBE Information (Consultant Contracts)

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

<table>
<thead>
<tr>
<th>AGENCY:</th>
<th>LOCATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT DESCRIPTION:</td>
<td></td>
</tr>
<tr>
<td>TOTAL CONTRACT AMOUNT: $</td>
<td></td>
</tr>
<tr>
<td>PROPOSAL DATE:</td>
<td></td>
</tr>
<tr>
<td>PROPOSER'S NAME:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT ITEM NO.</th>
<th>DESCRIPTION OR SERVICES TO BE SUBCONTRACTED</th>
<th>DBE Cert. No. AND EXPIRATION DATE</th>
<th>NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)</th>
<th>PERCENTAGE OF DBE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**For Local Agency to Complete:**

Local Agency Contract Number: ____________________________
Federal Aid Project Number: ____________________________
Federal Share: ____________________________
Contract Award Date: ____________________________

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

Print Name ____________________________
Local Agency Representative ____________________________
(Area Code) Telephone Number: ____________________________

**For Caltrans Review:**

Print Name ____________________________
Caltrans District Local Assistance Engineer ____________________________

Signature ____________________________ Date ____________________________

Total Claimed Participation $ ____________________________ % ____________________________

Signature of Proposer ____________________________
Date ____________________________ (Area Code) Tel. No. ____________________________

Person to Contact ____________________________ (Please Type or Print) ____________________________

Local Agency Bidder - DBE Commitment (Rev 3/09)
INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION
(CONSULTANT CONTRACTS) (Revised 03/09)

TO ALL BIDDERS:

The form requires specific information regarding the consultant contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Bidder’s Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE must provide a certification number to the prime consultant. The form has a column for the Names of DBE certified consultants to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime consultant’s and subconsultants’ certification numbers. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Exhibit 10-O (2) must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

For the successful proposer, Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.
EXHIBIT 17-F  FINAL REPORT UTILIZATION OF DISADVANTAGED BUSINESSES

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
LOCAL ASSISTANCE - FEDERAL - FINAL REPORT - UTILIZATION OF  
DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER  
SUBCONTRACTORS

Revised 6/04

NOTE TO BIDDERS: The successful bidder shall provide to the Agency all  
information needed for the Agency to fill out this form upon completion of  
the project.

<table>
<thead>
<tr>
<th>CONTRACT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>COUNTY</td>
</tr>
<tr>
<td>LOCATION</td>
</tr>
<tr>
<td>PROJECT DESCRIPTION</td>
</tr>
<tr>
<td>FEDERAL AID PROJECT NO.</td>
</tr>
<tr>
<td>ADMINISTERING AGENCY</td>
</tr>
<tr>
<td>CONTRACT COMPLETION DATE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR/CONSULTANT</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUSINESS ADDRESS</td>
</tr>
<tr>
<td>FEDERAL SHARE (For local agency to complete)</td>
</tr>
<tr>
<td>FINAL CONTRACT AMOUNT</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT ITEM No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED</td>
</tr>
<tr>
<td>SUBCONTRACTOR NAME AND BUSINESS ADDRESS</td>
</tr>
<tr>
<td>DBE CERT. NUMBER &amp; EXP. DATE</td>
</tr>
<tr>
<td>DBE NON-DBE</td>
</tr>
<tr>
<td>DBE (MINORITY WOMEN)</td>
</tr>
<tr>
<td>DBE (MINORITY WOMEN)</td>
</tr>
<tr>
<td>DATE WORK COMPLETE</td>
</tr>
<tr>
<td>DATE OF FINAL PAYMENT</td>
</tr>
</tbody>
</table>

TOTAL PAYMENTS  

ORIGINAL DBE COMMITMENT  

ORIGINAL DBE %  

DBE GOAL ATTAINMENT  

List all First Tier Subcontractors and all Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on the back of the form. List actual amount paid to each of the DBE even if different than originally listed for goal credit.

CONTRACTOR/CONSULTANT REPRESENTATIVE'S SIGNATURE  

BUSINESS PHONE NUMBER  

DATE

RESIDENT PROJECT ENGINEER'S SIGNATURE  

BUSINESS PHONE NUMBER  

DATE

AGENCY
FORM CP-CEM 2402(F) (Rev. 08/04)
FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS
ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS (FEDERALLY FUNDED PROJECTS)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles/ Post Kilometers, a box to check that the project is indeed a Federal Aid Project, the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the Prime Contractor name and Business Address. The focus of the form is to describe who did what by contract item numbers and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No (or Item No's) and Description of work performed or Materials provided, as well as a column for the Subcontractor Name and Business Address. For those firms who are DBE, there is a column to enter their DBE Cert No. The DBE should provide their certification number to the Contractor and notify the Contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has five columns for the dollar value to be entered for the item work performed by the subcontractor.

The NonDBE Column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what Program(s) the firm is Certified. This Program status is determined by the Civil Rights Certification Unit based on ethnicity, gender, ownership and control issues at time of certification. The certified firm is issued a certificate by the Civil Rights unit that states their program status as well as the firms Expiration Date. DBE Program status may be obtained by accessing the Civil Rights website (www.dot.ca.gov/hq/bep2) and downloading the Calcert Extract or by calling 916 227 2207. Based on this DBE Program status, the following table depicts which column to be used:

<table>
<thead>
<tr>
<th>DBE Program Status</th>
<th>Column to be used</th>
</tr>
</thead>
<tbody>
<tr>
<td>If program status shows DBE only with no other programs listed</td>
<td>DBE</td>
</tr>
<tr>
<td>If program status shows DBE, SMBE</td>
<td>DBE Minority</td>
</tr>
<tr>
<td>If program status shows DBE, SMBE, SWBE</td>
<td>DBE (Minority Women)</td>
</tr>
<tr>
<td>If program status shows DBE, SWBE</td>
<td>DBE (Non-Minority Women)</td>
</tr>
</tbody>
</table>

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor on Form 2402(F) under the appropriate DBE Program Status (include all work performed after decertification) and complete and submit Form CEM-2403 (F) as appropriate. Any comments to be made on the Form 2402 (F) are to be explained on the reverse side of the Form. Indicate in the Comment section that Form CEM 2403(F) is being submitted.

If a contractor performing work as a Non-DBE on the project becomes certified as a DBE enter the dollar value of all work performed as a DBE on CEM-2402(F) and CEM-2403(F). Any comments to be made on the Form 2402 (F) are to be explained on the reverse side of the Form. Indicate in the Comment section that Form CEM 2403(F) is being submitted.

There is a space provided on the CEM-2402(F) where the TOTAL is entered for these five columns.

There is a column on the CEM-2402(F) to enter the Date Work Complete as well as a column to enter the Date of Final Payment, which is an indicator of when the Prime Contractor made the "final payment" to the subcontractor for the portion of work listed as being completed.

The Original DBE Commitment area on the CEM-2402(F) is based on information at Award time of the project and is the total dollar value of those subcontractors listed at Award based on the above table.

The CEM-2402(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.
# FINAL REPORT - UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF WORK PERFORMED AND MATERIALS PROVIDED</th>
<th>SUBCONTRACTOR NAME AND BUSINESS ADDRESS</th>
<th>DBE CERT. NUMBER</th>
<th>CONTRACT PAYMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>NON-DBE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DBE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DBE MINORITY</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DBE (NON-MINORITY WOMEN)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DBE (MINORITY WOMEN)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DATE WORK COMPLETE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DATE OF FINAL PAYMENT</td>
</tr>
</tbody>
</table>

**ORIGINAL COMMITMENT**

<table>
<thead>
<tr>
<th></th>
<th>$</th>
<th>$</th>
<th>$</th>
<th>$</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>DBE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DBE MINORITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DBE (Non-Minority Women)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DBE (Minority Women)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

List all First Tier Subcontractors, Disadvantaged Business Enterprises (DBE's) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each DBE, even if different than originally listed for goal credit.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

**CONTRACTOR REPRESENTATIVE'S SIGNATURE**

**BUSINESS PHONE NUMBER**

**DATE**

**RESIDENT ENGINEER'S SIGNATURE**

**BUSINESS PHONE NUMBER**

**DATE**

**COPY DISTRIBUTION:**

- Original - Construction Program
- Green - Business Enterprise Program
- Canary - Contractor
- Pink - District Construction
- Golden Rod - Resident Engineer

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 263-2041 or TDD (916) 263-2044 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.
The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, a box to check that the project is indeed a Federal Aid Project, the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the Prime Contractor's name and Business Address. The focus of the form is to describe who did what by contract item numbers and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No (or Item No's) and Description of work performed or Materials provided, as well as a column for the Subcontractor's Name and Business Address. For firms who are DBE, there is a column to enter their DBE Certification No. The DBE should provide their Certification Number to the Contractor and notify the Contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has five columns for the dollar value to be entered for the item work performed by the subcontractor. The Non-DBE Column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what Program(s) the firm is Certified. This Program status is determined by the Civil Rights Certification Unit based on ethnicity, gender, ownership and control issues at time of certification. The certified firm is issued a certificate by the Civil Rights Unit that states their program status as well as the firms Expiration Date. DBE Program status may be obtained by accessing the Civil Rights website (www.dot.ca.gov/hq/dep/) and downloading the Calcert Extract or by calling (916) 227 2207. Based on this DBE Program status, the following table depicts which column to be used:

<table>
<thead>
<tr>
<th>DBE Program Status</th>
<th>Column to be used</th>
</tr>
</thead>
<tbody>
<tr>
<td>If program status shows DBE only with no other programs listed</td>
<td>DBE</td>
</tr>
<tr>
<td>If program status shows DBE, SMBE</td>
<td>DBE Minority</td>
</tr>
<tr>
<td>If program status shows DBE, SMBE, SWBE</td>
<td>DBE (Minority Women)</td>
</tr>
<tr>
<td>If program status shows DBE, SWBE</td>
<td>DBE (Non-Minority Women)</td>
</tr>
</tbody>
</table>

If a contractor performing work as a DBE on the project becomes decertified, and still performs work after their decertification date, enter the total dollar value performed by this contractor on Form 2402(F) under the appropriate DBE Program Status (include all work performed after decertification) and complete and submit Form CEM-2403(F) as appropriate. Any comments to be made on the Form 2402(F) are to be explained on the reverse side of the Form. Indicate in the Comment section that Form CEM 2403(F) is being submitted.

If a contractor performing work as a Non-DBE on the project becomes certified as a DBE enter the dollar value of all work performed as a DBE on CEM-2402(F) and CEM-2403(F). Any comments to be made on the Form 2402(F) are to be explained on the reverse side of the Form. Indicate in the Comment section that Form CEM 2403(F) is being submitted.

There is a space provided on the CEM-2402(F) where the TOTAL is entered for these five columns. There is a column on the CEM-2402(F) to enter the Date Work Complete as well as a column to enter the Date of Final Payment, which is an indicator of when the Prime Contractor made the "final payment" to the subcontractor for the portion of work listed as being completed.

The Original DBE Commitment area on the CEM-2402(F) is based on information at Award time of the project and is the total dollar value of those subcontractors listed at Award based on the above table.

The CEM-2402(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.
FINAL REPORT - UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS

(See Attached File)
<table>
<thead>
<tr>
<th>CONTRACT NO.</th>
<th>MONTH</th>
<th>YEAR</th>
<th>DBE Cert No.</th>
<th>Company Name and Address</th>
<th>Truck No.</th>
<th>California Hwy Patrol CA No.</th>
<th>Commission Or Amount Paid*</th>
<th>Date Paid</th>
<th>Lease Arrangement (Y if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lease Agreement</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Non-DBE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DBE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lease Agreement</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Non-DBE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DBE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lease Agreement</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Non-DBE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DBE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lease Agreement</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Non-DBE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DBE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lease Agreement</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Non-DBE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DBE</td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT PAID**: $

```
PRIME CONTRACTOR                      BUSINESS ADDRESS                      BUSINESS PHONE NUMBER

*Upon request all Lease Agreements shall be made available, in accordance with the Special Provisions.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE  TITLE  DATE

COPY DISTRIBUTION:  ORIGINAL - RESIDENT ENGINEER

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 263-2041 or TDD (916) 263-2044 or write Records and Forms Management, 1120 N Street, MS-69, Sacramento, CA 95814.
The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for truck work performed by DBE certified trucks and for any fees or commissions of non-DBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid", in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:
1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
2.) 100% for the trucking services provided by trucks leased from other DBE firms.
3.) The fee or commission paid on non-DBEs for the lease of trucks. The prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid".
The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of Form is a space to put the name of the "Prime Contractor", their "Business Address" and their "Business Phone No.".

At the bottom of Form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.
Letter of Intent

Name of bidder/offor's firm: ____________________________________________

Address: __________________________________________________________

City: ___________________________ State: ________ Zip: ________

Name of DBE firm: ____________________________________________________

Address: __________________________________________________________

City: ___________________________ State: ________ Zip: ________

Telephone: _________________________________________________________

Description of work to be performed by DBE firm:

__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

The bidder/offering party is committed to utilizing the above-named DBE firm for the work
described above. The estimated dollar value of this work is $ __________________.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the
estimated dollar value as slated above.

By: ___________________________ (Signature) ___________________________ (Title)

If the bidder/offering party does not receive award of the prime contract, any and all
representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)
FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA I273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer," "SHA resident engineer," or "authorized representative of the SHA," such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of $10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are DBE owned.)

1. Name of joint venture

2. Address of joint venture

3. Phone number of joint venture

4. Identify the firms which comprise the joint venture. (The DBE partner must complete Schedule A.)

   a. Describe the role of the DBE firm in the joint venture.

   b. Describe very briefly the experience and business qualifications of each non-DBE joint ventureer:

5. Nature of the joint venture’s business

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of DBE ownership? __

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.)
9. Control of and participation in this contract. Identify by
name, race, sex, and "firm" those individuals (and their titles)
who are responsible for day-to-day management and policy
decision making, including, but not limited to, those with
prime responsibility for:

a. Financial decisions

b. Management decisions, such as:

1. Estimating

2. Marketing and sales

3. Hiring and firing of management personnel

4. Purchasing of major items or supplies

c. Supervision of field operations

Note.—If, after filing this Schedule B and before the comple-
tion of the joint venture's work on the contract covered by this
regulation, there is any significant change in the information
submitted, the joint venture must inform the grantee, either di-
rectly or through the prime contractor if the joint venture is a
subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are cor-
correct and include all material information necessary to identify
and explain the terms and operation of our joint venture and the
intended participation by each joint venturer in the undertaking.
Further, the undersigned covenant and agree to provide to
grantee current, complete and accurate information regarding
actual joint venture work and the payment therefor and any pro-
posed changes in any of the joint venture arrangements and to
permit the audit and examination of the books, records and files
of the joint venture, or those of each joint venturer relevant to
the joint venture, by authorized representatives of the grantee or
the Federal funding agency. Any material misrepresentation
will be grounds for terminating any contract which may be
awarded and for initiating action under Federal or State laws
concerning false statements."

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Name of Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

On this ___ day of __________, 19__, before me
appeared (Name) ____________________, to me personally
known, who, being duly sworn, did execute the foregoing affi-
davit, and did state that he or she was properly authorized by
(Name of firm) __________________ to execute the
affidavit and did so as his or her free act and deed.

Notary Public

Commission expires ____________________

[Seal]

Date ____________________

State of ____________________

County of ____________________

On this ___ day of __________, 19__, before me
appeared (Name) ____________________, to me personally known,
who, being duly sworn, did execute the foregoing affidavit, and
did state that he or she was properly authorized by (Name of
firm) __________________ to execute the affidavit
and did so as his or her free act and deed.

Notary Public

Commission expires ____________________

[Seal]

FR-2
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder ______________________________, proposed subcontractor ______________________________, hereby certifies that he has ____, has not ____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Name of Bidder: ______________________________

Signature of Bidder: ______________________________

Date: ______________________________
Noncollusion Affidavit

(TITLE 23 UNITED STATES CODE SECTION 112 AND
PUBLIC CONTRACT CODE SECTION 7106)

CITY OF INGLEWOOD REDEVELOPMENT AGENCY

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bid. Signing this Form on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Bidder: __________________________________________

Signature of Bidder: _______________________________________

Date: _____________________________________________________
NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Bidder: ____________________________

Signature of Bidder: ____________________________

Date: ____________________________
### DISCLOSURE OF LOBBYING ACTIVITIES

**COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352**

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ a. contract</td>
<td>☐ a. bid/offr/application</td>
<td>☐ a. initial</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
<td></td>
</tr>
<tr>
<td>d. loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. loan guarantee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. loan insurance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime ☐ Subawardee ☐ Tier , if known</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Name and Address of Reporting Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Congressional District, if known</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Federal Department/Agency:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>7. Federal Program Name/Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CFDA Number, if applicable</td>
</tr>
</tbody>
</table>

| 8. Federal Action Number, if known: |

| 9. Award Amount, if known: |

| 10. a. Name and Address of Lobby Entity |
| (If individual, last name, first name, MI) |

| 11. Amount of Payment (check all that apply) |
| S ☐ actual ☐ planned |

| 12. Form of Payment (check all that apply): |
| a. cash ☐ b. in-kind; specify: nature , if known |

| 13. Type of Payment (check all that apply) |
| a. retainer ☐ b. one-time fee |

| 14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: |

| 15. Continuation Sheet(s) attached: |
| Yes ☐ No ☐ |

| Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. |

| Name of Bidder: |
| Signature: |

| Title: |
| Telephone No.: Date: |
SECTION 3. AWARD AND EXECUTION OF CONTRACT
The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

A "LOCAL AGENCY BIDDER - DBE INFORMATION" form will be provided by the Agency in the contract documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR Part 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "LOCAL AGENCY BIDDER - DBE INFORMATION" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

The "LOCAL AGENCY'S BIDDER - DBE INFORMATION" form should be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES
Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall begin work within ___ calendar days after the contract has been approved by the City/County of __________.

This work shall be diligently prosecuted to completion before the expiration of _____ WORKING DAYS beginning on the ___ calendar day after approval of the contract.

(INsert amount of liquidated damages)

The Contractor shall pay to the City/County of __________ the sum of $ ______ per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.
SUSPENSION & DEBARMENT REQUIREMENTS FOR ALL
CONTRACTS OVER $25,000

The bidder/offering party certifies, by submission of this bid or acceptance of this contract, that neither he/she nor his/her Principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The bidder/offering party further agrees in submitting this bid he/she shall include this clause without modification in all lower tier transactions, solicitations, proposal contracts, and subcontracts. Where the bidder/offering party or contractor or any lower tier participant is unable to certify to this statement, he/she shall attach an explanation to the bid.

________________________________________
Signature (Name of Bidder/Offering Party)

________________________________________
Date (Name and Title of Signing Official)

________________________________________
Business Address
DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the bid. Signing this form on the signature portion thereof shall also constitute signature of this Certification.

Name of Bidder: ____________________________________________

Signature of Bidder: _________________________________________

Date: ______________________________________________________
TRADE RESTRICTION CLAUSES TO BE INCLUDED IN ALL SOLICITATIONS' CONTRACTS, AND SUBCONTRACTS

The Contractor or subcontractor, by submission of an offer and/or execution of Contract, certifies that he/she:

   a. Is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

   b. Has not knowingly entered into any Contract or subcontract for this Project with a person that is a citizen or a national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and/or

   c. Has neither procured any product nor subcontracted for the supply of any product for use on the Project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49CFR30.17, no Contract shall be awarded to a Contractor or subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the Project, the Federal Aviation Administration (FAA) may direct, through the sponsor, cancellation of the contract at no cost to the Government. Further, the Contractor agrees that, if awarded a Contract resulting from the bid, he/she will incorporate this Provision for certification without modification in each Contract and in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor unless he/she has knowledge that the certification is erroneous.

The Contractor shall provide immediate written notice to the City of Inglewood Redevelopment Agency if the Contractor learns that his/her certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the Contractor if at any time he/she learns that his/her certification was erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance was placed when making the Award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the FAA may direct, through the sponsor, cancellation of the Contract or subcontract for default at no cost to the Government. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Signature  (Name of Bidder/Offering Party)

Date  (Name and Title of Signing Official)

Business Address  

   

   

   
BUY AMERICAN STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS

The Contractor agrees that only domestic steel and manufactured products shall be used by the Contractor, subcontractors, material men/women, and suppliers in the performance of this Contract, and as defined below.

The following terms apply to this clause:

1. Steel and Manufactured Products.
   As used in this clause, "steel and manufactured products" include: (a) those produced in the United States or (b) a manufactured product produced in the United States, if the cost its components mined, produced, or manufactured in the United States exceeds sixty percent (60%) of the cost of all components and final assembly has taken place in the United States.

2. Components.
   As used in this clause, "components" means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components.
   As used in this clause, "cost of components" means the costs for production of the components, exclusive of final assembly labor costs.

Signature
(Name of Bidder/Offering Party)

Date
(Name and Title of Signing Official)

Business Address


Office of Labor Relations
Davis-bacon Enforcement

Summary:
The Office of Labor Relations (OLR) administers Federal prevailing wage requirements in HUD-assisted housing and community development programs through staff in Field Offices. OLR is HUD's primary contact with the Department of Labor (DOL) in enforcing labor standards mandated by the Davis-Bacon and Related Acts.

Purpose:
OLR serves as policy adviser and consultant to HUD’s Secretary and other principal staff on the applicability, administration, and enforcement of Federal labor standards, including Davis-Bacon prevailing wage rates and to organized labor—particularly the building and construction trades unions. The office also seeks affirmative relationships with organized labor and industry in support of HUD’s affordable housing and community revitalization goals. Toward that objective, OLR, in partnership with DOL, also administers Step-Up, a welfare-to-work apprenticeship-based jobs program for low-income people.

In addition to overall responsibility within HUD for administering and enforcing Davis-Bacon prevailing wage requirements for a broad array of HUD programs, OLR administers the prevailing wage requirements for maintenance employees of public and Indian housing agencies. This requires the annual HUD determination of maintenance wage rates for such workers.

Type of Assistance:
This is an administrative and enforcement function. In carrying out its mandate, OLR issues technical guidance on labor standards enforcement, makes labor standards administration training available to local contracting agencies through its field staff, monitors local agencies (public and Indian housing authorities and Community Development Block Grant agencies) for labor standards contract compliance, and maintains comprehensive program information at the OLR page at HUD’s Web site. (See below.) For calendar year 1997, the value of HUD-assisted construction contracts covered by Davis-Bacon prevailing wage requirements exceeded $4 billion.

Eligible Grantees:
This program includes most recipients of HUD-funding assistance involving construction work, who must ensure that they comply with Federal labor standards and prevailing wage requirements.

Eligible Customers:
Construction workers on HUD-assisted construction projects and maintenance workers engaged in the operation of certain HUD-assisted low-income housing benefit from the wage protections provided in the Davis-Bacon and Related Acts.

Eligible Activities:

Application:
Not applicable.

Funding Status:
Not applicable.
Technical Guidance:

For More Information:
The Office of Labor Relations maintains a site at HUD's Website. For information contact Waite Madison, National Director, Office of Labor Relations, or Jade M. Banks at (202) 708-0370 (voice) or (202) 619-8022 (fax), Senior Policy Advisor Jade

Content current as of 3 March 2009

U.S. Department of Housing and Urban Development
451 7th Street, S.W., Washington, DC 20410
Telephone: (202) 708-1112 Find the address of a HUD office near you
MONTHLY EMPLOYMENT REPORT (AMERICAN RECOVERY AND REINVESTMENT ACT)

For the purpose of complying with the American Recovery and Reinvestment Act of 2009, submit a completed Monthly Employment Report form by the 5th of each month for the previous month. If you fail to submit a complete and accurate report, the Department withholds 2 percent of the monthly progress estimate. The Department does not withhold more than $10,000 or less than $1,000. The Department releases the withhold upon submission of the completed form. The following is a copy of the Monthly Employment Report form:
INSTRUCTIONS FOR COMPLETING ARRA MONTHLY EMPLOYMENT REPORT FORM

BOX 1. Contract Number. The state-assigned project number or ID: district and expenditure authorization (EA).

BOX 2. Federal-aid Project Number. The state-assigned federal-aid project number.

BOX 3. First Day of Reporting Period. The first day of reporting period is the first day of the first payroll period of the month. If the beginning of the month splits the payroll period, then the report will include dates from the prior month as necessary to complete the payroll period.

BOX 4. Report Month. The month and year covered by the report. Reported as “mm/yy” (e.g., May 2009 would be coded as “05/09.”).

BOX 5. Contracting Agency. The name of the contracting agency. For state projects, enter Caltrans. For non-state projects, enter the name of the contracting agency (Federal agency, tribe, MPO, city, county, etc.).

BOX 6. Contractor Name and Address. The name and address of the contractor shall include the firm name, street address, city, state, and zip code.

BOX 7. Employment Data.

Subcontractor Name(s). The name of each subcontractor that was active on the project for the reporting month.

Employees. The number of new hires and existing employees on the contractor’s workforce that month, and the number of new hires and existing employees for each of the active subcontractors that month. Do not include material suppliers. Reported as a whole number.

Hours. The total hours on the specified project for the new hires and existing employees on the contractor’s workforce that month, and the total hours for the new hires and existing employees for each of the active subcontractors that month. Reported as a whole number.

Payroll. The total dollar amount of wages paid by the contractor that month for employees on the specified project, and the total dollar amount of wages paid by each of the active subcontractors that month. Rounded to the nearest whole dollar and reported as a whole number. Refer to Section 9-1.03A(1), “Labor,” of the Standard Specifications.

Prime and Subcontractor Totals (New + Existing). The total number of employees, hours and payroll for the contractor and listed subcontractor(s).

BOX 8. Certified by Contractor.

Name. Contractor representative or person responsible for certification of the information included on the form. By completing the form, the authorized representative certifies that they are knowledgeable of the hours worked and employment status for all employees. Contractors are responsible to maintain data to support the employment form and make it available to the state should it request supporting materials.

Date. The date that the contractor completed the employment form. Reported as “mm/dd/yy.”

BOX 9. Reviewed by Contract Administrator. (To be completed by the local agency or authorized representative.)

Name. Local agency representative, such as the resident engineer or contract manager, or authorized project representative responsible for reviewing the submitted form.

Date. The date that the state representative reviewed the form. Reported as “mm/dd/yy.”
5-1. FEDERAL REQUIREMENTS (AMERICAN RECOVERY AND REINVESTMENT ACT)

1
Under the American Recovery and Reinvestment Act (ARRA) of 2009, 9 USC § 902:

SEC. 902. ACCESS OF GOVERNMENT ACCOUNTABILITY OFFICE.
(a) Access.—Each contract awarded using funds made available in this Act shall provide that the Comptroller General and his representatives are authorized—

(1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

(b) RELATIONSHIP TO EXISTING AUTHORITY.—Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

2
Under ARRA of 2009, 9 USC § 1515(a):

SEC. 1515. ACCESS OF OFFICES OF INSPECTOR GENERAL TO CERTAIN RECORDS AND EMPLOYEES.
(a) Access.—With respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under section 3 or 83 of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized—

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

(b) RELATIONSHIP TO EXISTING AUTHORITY.—Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

3
Immediately notify the Engineer if you have been contacted by the U.S. Comptroller, Inspector General, or their representatives.
## AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) MONTHLY EMPLOYMENT REPORT

<table>
<thead>
<tr>
<th>1. CONTRACT NO.</th>
<th>2. FEDERAL-AID PROJECT NUMBER (From special provision)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. FIRST DAY OF REPORTING PERIOD (mm/dd/yyyy)</th>
<th>4. REPORT MONTH (mm/yyyy)</th>
<th>5. CONTRACTING AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. CONTRACTOR NAME AND ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

### 7. EMPLOYMENT DATA

<table>
<thead>
<tr>
<th>EMPLOYEES</th>
<th>HOURS</th>
<th>PAYROLL</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEW HIRE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOSE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NEW HIRE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOSE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### PRIME CONTRACTOR DIRECT, ON-PROJECT JOBS

#### SUBCONTRACTOR DIRECT, ON-PROJECT JOBS

#### SUBCONTRACTOR NAME(S):

### PRIME AND SUBCONTRACTOR SUBTOTALS

### PRIME AND SUBCONTRACTOR TOTALS (NEW + EXISTING)

### 8. CERTIFIED BY CONTRACTOR (Signature and Title)  DATE

### TO BE COMPLETED BY AGENCY OR AUTHORIZED REPRESENTATIVE

### 9. REVIEWED BY CONTRACT ADMINISTRATOR (Signature and Title)  DATE
Attachment No. 3
CITY OF INGLEWOOD – Vincent Park
Restroom Project Phase II

CB 22-11

Date of Bid: July 20, 2022 @ 11:00 a.m.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. GA Construction</td>
<td>$489,000.00</td>
</tr>
<tr>
<td>2. ABC Builders</td>
<td>$527,233.00</td>
</tr>
<tr>
<td>3. PUB Construction</td>
<td>$549,000.00</td>
</tr>
<tr>
<td>4. Union Construction Inc.</td>
<td>$640,500.00</td>
</tr>
<tr>
<td>5. Stallworth Construction &amp; Management Corp</td>
<td>$649,234.00</td>
</tr>
<tr>
<td>6. AG Construction</td>
<td>$667,155.00</td>
</tr>
<tr>
<td>7. CWS Systems</td>
<td>$674,000.00</td>
</tr>
<tr>
<td>8. Armstrong Cal Builders, Inc.</td>
<td>$724,000.00</td>
</tr>
</tbody>
</table>
G A Construction $489,000.00
CITY OF INGLEWOOD

SPECIFICATIONS FOR

Vincent Park Restroom Project Phase 2

BID NO. CB-22-11

Public Works Department
One West Manchester Boulevard, 3rd floor
Inglewood, California 90301
(310) 412-5333

July 2022

Due on July 20, 2022 at 11:00 AM

Bid Proposers are requested to submit bid proposal to:

City Clerk’s Office, 1st floor
City of Inglewood
One West Manchester Blvd.
Inglewood, CA 90301

For any questions or inquiries, please contact Boytrese Osias, Senior Engineer –
Public Works Department at (310) 412-5333.
### TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>VICINITY MAP</td>
<td>3</td>
</tr>
<tr>
<td>INSTRUCTIONS TO BIDDERS</td>
<td>4</td>
</tr>
<tr>
<td>INVITATION TO SUBMIT BID</td>
<td>5</td>
</tr>
<tr>
<td>BIDDER'S PROPOSAL AND STATEMENT</td>
<td>7</td>
</tr>
<tr>
<td>DESIGNATION OF SUBCONTRACTORS</td>
<td>10</td>
</tr>
<tr>
<td>REFERENCES</td>
<td>11</td>
</tr>
<tr>
<td>NON-COLLUSION AFFIDAVIT</td>
<td>12</td>
</tr>
<tr>
<td>THE CONDITION OF THE FOREGOING OBLIGATION</td>
<td>13</td>
</tr>
<tr>
<td>BID BOND FOR PUBLIC WORKS OF IMPROVEMENT</td>
<td></td>
</tr>
<tr>
<td>FAITHFUL PERFORMANCE BOND FOR PUBLIC WORKS OF IMPROVEMENT</td>
<td></td>
</tr>
<tr>
<td>PAYMENT BOND FOR PUBLIC WORKS OF IMPROVEMENT</td>
<td></td>
</tr>
<tr>
<td>DIVISION I – SPECIAL PROVISIONS</td>
<td>25</td>
</tr>
<tr>
<td>DIVISION II – SPECIAL SPECS. / TECH. SPECIFICATIONS</td>
<td>57</td>
</tr>
<tr>
<td>DIVISION III – DISAVANTAGE BUSINESS ENTERPRISE (DBE)</td>
<td>125</td>
</tr>
</tbody>
</table>
INSTRUCTIONS TO BIDDERS
IMPORTANT

BEFORE SUBMITTING YOUR BID, HAVE YOU PROPERLY COMPLETED THE FOLLOWING?

Please Check Here

1. PROPOSAL:
   a. Have you submitted a bid on all items of the proposal? _____
   b. Is the proposal properly signed and dated? _____
   c. If bid is being submitted by a corporation, is corporate seal affixed to proposal? _____
   d. Is your Contractor's license number inserted in the proposal? _____

2. BOND:
   a. Is the amount of bond at least 10% of the total? _____
   b. Is bond properly filled in and signed by surety; or No.3? _____

3. CERTIFIED CHECK:
   a. Is the amount of check at least 10% of the total amount of you bid? _____
   b. Is check enclosed with bid? _____

4. DESIGNATION OF SUBCONTRACTORS
   a. Is portion of work allotted? _____
   b. Is name, location, and license given for each subcontractor? _____

5. PAYMENT OF PREVAILING WAGES
   a. Did you register with the Department of Industrial Relations (DIR) _____
   b. Are you aware of the provision to pay the prevailing wages and furnish certified payroll records to the City of Inglewood? _____

6. CONTRACT COMPLIANCE:
   a. Have you completed the non-collusion affidavit? _____
   b. Is the non-collusion affidavit properly signed and duly notarized? _____
   c. Have you examined and understood the requirements and forms to be furnished on the project? _____

7. BUSINESS LICENSE
   Are you aware of Division 1, Section 9, entitled Inglewood Business License? _____

8. REFERENCE LIST
   Have you completed and submitted the Reference List? _____

9. Disadvantage Business Enterprise (DBE)
   Did you read and comply with DBE requirements _____
CITY OF INGLEWOOD
INVITATION TO SUBMIT BID
(Specifications and Conditions Governing Bid Award)

Project Subject to Bid: Vincent Park Restroom Project Ph. 2: CB-22-11
The City of Inglewood, California hereby extends an invitation to submit a proposal in accordance with this bid, to provide labor and materials and/or completing the above designated project. The City makes no representation that any agreement will be awarded to any firm/company responding to this request.

A non-mandatory pre-bid conference and walk thru for interested bidders will be conducted on Thursday, June 30, 2022 at 3:15 PM at Vincent Park Basketball ball field. Vincent Park is located at the 700 Warren Lane, Inglewood CA. 90305. Call Boytrese Osias (City Capital Improvement Manager) or Kenrick Sanderlin (Associate Engineer), at (310) 412-5333 should you require further information.

Each bid to be considered must be delivered to and received by the City Clerk no later than 11:00 AM on July 20, 2022 at the Office of the City Clerk, Inglewood City Hall, One Manchester Boulevard, Inglewood, CA 90301.

Each bid shall be submitted and completed in all particulars using the form entitled, "Bidder’s Proposal and Statement" attached hereto. The submittal bid must be enclosed, together with the requisite bid security, in a sealed envelope addressed to the City Clerk with the designation of the project: Vincent Park Restroom Project Phase 2: CB-22-11 appearing thereon.

Each bid shall state the unit price of each item if called for on the Bidder’s Proposal and Statement form. In the event alternative bids are called for in said form, each alternative bid shall be completed.

Bids will be opened in public in the City Clerk’s Office and will be announced to all persons present.

Please visit https://pbsystem.planetbids.com/portal/45619/portal-home to obtain specifications and other bid documents for the project.

Each bid must be accompanied by a deposit in the form of cash, a cashier’s or certified check made payable to the City of Inglewood, or a bid bond, for an amount of not less than ten percent (10%) of the aggregate of the bid. This is a guarantee that the successful bidder will, within the time specified, enter into an agreement as provided in the bid document. Bidder shall furnish bonds when required in the Special Provisions: One for faithful performance in the amount of the contract sum, and another for contractor’s labor and materials in the amount of the contract sum.

The City Council reserves the right to reject any or all bids and to waive any irregularities in any bid, and to take bids under advisement for a period not to exceed sixty (60) calendar days from and after the date bids are opened and announced.
Attention is directed to the provisions of Labor Code § 1725.5: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (with limited exceptions for this requirement for bid purposes only under Labor Code Section 1771.1a). No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner for all new projects awarded on or after April 1, 2015. The Labor Commissioner may excuse contractors and subcontractors on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District and County of Sacramento) or that is covered by a qualified project labor agreement. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under them. The Contractor or any subcontractor shall comply with the requirements of said sections in the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, San Francisco, California, or the Division of Apprenticeship Standards and its branch offices.

Notice is hereby given that the City Council has ascertained the prevailing rates of per diem wages in the locality in which the work is to be performed for each craft or type of workman or mechanic needed to execute the contract in accordance with the provisions of Section 1770, et. seq. of the Labor Code. Said prevailing rates are on file in the Office of the City Clerk and are incorporated herein by reference. Copies shall be made available to any interested party on request.

Attention is directed to the provisions of California Public Contract Code Section 10164 concerning Contractor’s licensing laws. This contract requires at least a valid California State Contractors License with a classification of “A” or “B” at the time of the bid.

The successful bidder must obtain and maintain a current Inglewood City Business License until completion of the project.

This notice is given by order of the City Manager of the City of Inglewood, California, and is dated this _________ day of ____________________, 2022.

________________________________________
Artie Fields, City Manager
City of Inglewood, California
**BIDDER'S PROPOSAL AND STATEMENT**  
**CITY OF INGLEWOOD, LOS ANGELES COUNTY, CALIFORNIA**  
**Vincent Park Restroom Project Phase 2**

**PROPOSAL**

To the City of Inglewood  
One Manchester Boulevard  
Inglewood, CA 90301

The undersigned declares that he/she has carefully examined the location of the proposed work and has otherwise satisfied himself/herself as to the nature and location of the work, and is fully informed as to all conditions and matters which can in any way affect the work or cost thereof, that he/she has examined the Specifications and Plans, and has read the accompanying "INSTRUCTIONS TO BIDDERS" and hereby agrees to provide the following:

To furnish all labor, tools, materials, equipment, transportation, and services and to do all work required for the project and in strict conformity with the plans, specifications and actual site verification and at the following prices, to Wit: including items mentioned in Division II, Section 1.18: Measurement and Payments, Section 1.21 and Plan and Bid Documents.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Bid Item Description</th>
<th>Qty.</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mobilization</td>
<td>1</td>
<td>L.S.</td>
<td>$ 47,000</td>
<td>$ 47,000</td>
</tr>
<tr>
<td>2.</td>
<td>Demolition of Restroom and concrete pads. See Division II, Section 1.18 and 1.21.</td>
<td>1</td>
<td>L.S.</td>
<td>$ 21,500</td>
<td>$ 21,500</td>
</tr>
<tr>
<td>3.</td>
<td>Construct new restroom. See Division II, Section 1.18 and 1.21.</td>
<td>1</td>
<td>L.S.</td>
<td>$ 388,000</td>
<td>$ 388,000</td>
</tr>
<tr>
<td>4.</td>
<td>Construct new sidewalk. See Division II, Section 1.18 and 1.21.</td>
<td>900</td>
<td>S.F.</td>
<td>$ 22.20/3p</td>
<td>$ 20,000</td>
</tr>
<tr>
<td>5.</td>
<td>Bulk Excavation (TBD by City Engineer)</td>
<td>50</td>
<td>CY</td>
<td>$250/CY</td>
<td>$12,500</td>
</tr>
</tbody>
</table>

**TOTAL BASE BID WRITTEN IN WORDS**  
FOUR HUNDRED EIGHTY NINE THOUSAND DOLLAR

**TOTAL BASE BID IN FIGURES**  
$ 489,000

IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.
RECEIPT OF ADDENDUM NO. 1, 2, _____, ____ IS HEREBY ACKNOWLEDGED.

This bid is based upon completing the work within "One hundred forty (140) working days" from the date of the Notice to Proceed. Before signing the contract, the lowest responsible bidder shall furnish all necessary bonds within ten (10) days after receiving the Contract notification.

Lowest monetary bidder will be determined by the total lump sum bid amount indicated above. The City, however, reserves the right to add or subtract quantities or work based on the unit prices/unit lump sums so indicated as its budgetary needs may require. Notwithstanding Section 3, paragraph 3-2.1 of the Standard Specification for Public Works Construction, the City may change the Plans, Specifications, character of the work, or quantity of work provided even when the total arithmetic dollar value of such changes, both additive and deductive, are in excess of twenty-five percent (25%) of the Total Contract price. No adjustment for the Unit Prices/Unit Lump Sum will be made for the adjusted quantities or work.

NOTICE: The City/Redevelopment Agency will retain ownership of all building materials (i.e., plywood boards and beams) and security devices (i.e., security window grates and security doors) used for security on the buildings that constitute the properties identified in this bid package. All companies bidding on this project shall take that fact into consideration when preparing and submitting a bid. At its discretion, the City/Redevelopment Agency maintenance crews shall select and remove the plywood building materials and security devices from the buildings prior to the buildings being abated of asbestos/lead paint and demolished. The City/Redevelopment Agency maintenance crews will be solely responsible for removing the plywood building materials and security devices from the buildings. The general contractor for the project shall not assess a fee or cost to the City/Redevelopment Agency for removing its plywood building materials and security devices from its buildings. **

* Working days are from Monday through Friday (except every other Friday), when the City of Inglewood is open for public services – refer to Division 1 Section 27. City is closed every other Friday.

Enclosed is a Bidder's Bond, certified check or cashier's check number _____ on the____________________ bank, which is not less than ten percent (10%), as a guarantee that the undersigned will enter into the contract if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with necessary bonds and insurance, within the time limits above specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of Inglewood, State of California.

SIGNATURE OF BIDDER ___________________________ TEL NO. (213) 247 4859

BUSINESS ADDRESS 8542 WAKEFIELD AVE, PANORA MA CITY CA 91402
CONTRACTOR'S LICENSE
NUMBER & EXPIRATION DATE  882096  8/31/22

TYPE OF LICENSE  B

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

CONTRACTOR'S SIGNATURE

Dated this 19 day of JULY, 2022

SURETY COMPANY'S  ARCH INSURANCE COMPANY

3 HARBOURSIDE, 210 HUDSON ST. SUITE 200

ADDRESS

JERSEY CITY  NJ  07311

CITY  STATE  ZIP CODE

(629) 995-2443

PHONE  FAX
DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 4100, Division 5, Title 1 of the California Public Contract Code), and any amendments thereof, each bidder shall set forth below: (a) 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 to be performed under this contract in an amount in excess of one-half of one percent of the prime contractor’s total bid, and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor’s total bid, the Contractor shall be deemed to have agreed that he/she is fully qualified and will perform that portion themselves.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) or subcontract any portion of the work in excess of one-half of one percent of the prime contractor’s total bid as to which his/her original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor’s total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

SUBCONTRACTORS

<table>
<thead>
<tr>
<th>Name</th>
<th>Address &amp; City</th>
<th>Type of Service</th>
<th>License No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>JRAM ENGINEERING</td>
<td>8532 THUVOSCODO DR</td>
<td>PROFESSIONAL ENGINEER</td>
<td>78807</td>
</tr>
<tr>
<td>NW 3RD PHASE LEGACY</td>
<td>2045 EUBANKS DR</td>
<td>C-40 ELECTRICAL</td>
<td>108404</td>
</tr>
<tr>
<td>ELECTRIC INC</td>
<td>91204</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MR RUBBER TECH</td>
<td>90405</td>
<td>C-36 RUBBER</td>
<td>102856</td>
</tr>
<tr>
<td>CATERA CONCRETE</td>
<td>13257 GLAMIS ST</td>
<td>C-8 CONCRETE</td>
<td>1027798</td>
</tr>
</tbody>
</table>

10
REFERENCES

PLEASE PROVIDE REFERENCES ON SIMILAR TYPE OF WORK

1. Organization/Agency: RESIDENTIAL DEVELOPMENT
   Contact Person: Maria Rodrigo Phone: 818-321-8934
   Work Performed: BATHROOM ADDITION, ROOM ADDITION, FAMILY ROOM ADDITION
   LAUNDRY ROOM ADDITION, HOUSE REMODEL $18,000

2. Organization/Agency: CAMPIONE FACILITIES RENOVATION
   Contact Person: Dina Palladino Phone: 818-807-3030
   Work Performed: NEW BEDROOM, KITCHEN REMODEL, FACILITY REMODEL $20,000

3. Organization/Agency: DARBY PARK ELECTRICAL & BATHROOM UPGRADE
   Contact Person: Perfecto Callado Phone: 818-427-9447
   Work Performed: ELECTRICAL UPGRADE, BASKETBALL UPGRADE, EXERCISE EQUIPMENT, BATHROOM REMODEL $5,523

4. Organization/Agency: VIGUENT PARK ELECTRICAL UPGRADE & BATHROOM RENOVATION
   Contact Person: Perfecto Callado Phone: 818-427-9447
   Work Performed: ELECTRICAL UPGRADE, EXERCISE EQUIPMENT, BATHROOM, EARTHWORK $25,000

5. Organization/Agency: RESIDENTIAL DEVELOPMENT
   Contact Person: Anthony Concepcion Phone: 818-203-7832
   Work Performed: MASTER BEDROOM AND BATHROOM ADDITION $9,000

6. Organization/Agency: RESIDENTIAL DEVELOPMENT
   Contact Person: Abdul Rado Sang конкрет Phone: 323-369-1763
   Work Performed: MASTER'S BEDROOM AND BATH ADDITION, HOUSE REMODEL $230,000

Use these sheet or additional sheet, if more experiences are desired to be listed.
NON-COLLUSION AFFIDAVIT

The undersigned is submitting a bid for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

VINCENT PARK RESTROOM PROJECT

PHASE 2

(Fill in description of contract)

G. A. CONSTRUCTION

Company

GERALD AQUIND

Name of Bidder

Signature of Bidder

8542 WILSHIRE AVE

Business Address

PANAMA CITY, CA 90402

City State Zip Code

Subscribed and sworn to before me this 19th day of July, 2022.

A. L. JACOB

Notary Public in and for the County of

Los Angeles, State of California.

My Commission Expires October 11, 2024
THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, said Principal(s) has/have entered into or is/are about to enter into a
certain written contract or agreement, dates as of the 19 day of July 2023, with the City of Inglewood, for

VINCENT PARK RESTROOM PROJECT PHASE 2

all as is more specifically set forth in said contract or agreement, a full, true, and correct
copy of which is hereunto attached, and hereby referred to and by this reference
incorporated herein and made a part hereof;

NOW THEREFORE, if the said Principal(s) or any subcontractor(s) under said contract or
agreement fails or fail to pay:

(1) For any materials, provisions, provender, transportation, appliances, or power, or
other supplies; or

(2) For the hire of any teams, equipment, implements, or machinery; or

(3) For any work or labor supplied, furnished, provided, used, done, or performed in,
upon, for, or about, or in connection with the said work or improvement; or

(4) For amounts due under the Unemployment Insurance Act of the State of California
with respect to such work or improvement.

The Surety on this bond will pay the same in an amount not exceeding the sum
hereinabove specified in this bond; and, also, in case suit is brought upon this bond, said
Surety will (and does hereby agree to pay a reasonable attorney’s fee, to be fixed and
awarded by the Court and taxed as costs, and included in the judgment therein rendered.

This bond shall (and it is hereby made to) inure to the benefit of any and all persons
entitled to file claims pursuant to law, so as to give a right of action to them or their
assigns in any suit brought upon this bond.

This bond is executed and filed in connection with said contract or agreement hereunto
attached to comply with each and all of the provisions of the laws of the State of
California above-mentioned or referred to, and of all amendments thereto, and the
obligors so intend and do hereby bind themselves accordingly.
The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item 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 or agreement, and of any feature or item or items of performance required therein or thereunder.

Executed, sealed and dated at Los Angeles, California, this 19th day of July, 2022.

By ___________________________

Its

And By ___________________________

Its

(SEAL)

PRINCIPAL

By ___________________________

Its Attorney-in-Fact

(SEAL)

SURETY

The foregoing bond is hereby approved by me as to form.

______________________________

City Attorney

The foregoing bond is hereby approved by me as to Surety.

______________________________

Mayor
BID BOND FOR PUBLIC WORK OF IMPROVEMENT

City of Inglewood
One Manchester Boulevard
Inglewood, California 90301

Bid Number: CB-22-11  Project Number: 
(if applicable)  (if applicable)

Project Title: Vincent Park Restroom Project Phase 2

("Project")

Bond Number: N/A

KNOW ALL MEN BY THESE PRESENTS, that we Gerald Aquino

(Contractor) as Principal (hereinafter called the "Principal") and Arch Insurance Company

as Surety, (hereinafter called the "Surety") are held and firmly bound unto the City of Inglewood, located at the address above, (hereinafter called the "City") in the penal sum of Forty-Nine Thousand ($49,000) Dollars, which represents ten percent (10%) of the Contractor/Principal's bid amount submitted the City for the Project, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying Bid dated July 20, 2022, for the construction of the Project;

NOW THEREFORE, if the City accepts the Principal's bid, and if within ten (10) consecutive calendar days thereafter the Principal enters into the Contract with the City in accordance with the bid as accepted, and if by no later than said tenth (10) consecutive calendar day the Principal shall give to the City the required surety bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract, and for the prompt payment of labor and material furnished in connection with that contract, or in the event of the failure of the Principal to enter into such contract and to give such bonds, if the Principal shall pay to the City within ten (10) consecutive calendar days after the City's request the difference between the amount specified in the Principal's bid and the amount for which the City may in good faith contract with another party to perform the work covered by the bid, then the above obligation shall be void and of no effect, otherwise it shall remain in full force and effect.

Forfeiture of this bond shall not preclude the City from seeking any or all other remedies

City of Inglewood  Bid Bond
provided by law to cover losses sustained as a result of the Principal’s failure to do any of the foregoing, and this bond shall not be a limitation on the Principal’s liability therefore.

Upon the City’s request, the Surety will provide the City with all of the documents specified in subdivision (a) of California Code of Civil Procedure Section 995.660.

If the City is required to initiate legal proceedings to recover on this bond, it may also recover (in addition to any other relief to which it may be entitled) all reasonable costs and expenses incurred in connection with those legal proceedings, including, without limitation, reasonable attorneys’ fees, accountants’ fees and experts’ fees, even if such reasonable costs and expenses exceed the penal sum of this bond.

Any claims under this bond may be addressed to the Surety at the following address:

3 Harborside, 210 Hudson Street; Suite 300

Jersey City, NJ 07311

Attention: Claims

Telephone No.: (629) 895 - 2663

Fax No.: ______ - ______

E-mail Address: whagan@archinsurance.com

(Name and Address of agent or representative for service of process in California if different from above)

Propeller, Inc.

2339 Commerce St, Suite 110

Houston, TX 77002

(Telephone Number of Surety and agent or representative for service of process in California)

Aaron Steffey, Attorney-in-Fact

855-595-2088
IN WITNESS WHEREOF the above-bounded parties have executed this instrument on July 20th 2022.

"Principal"
GERALD AQUINO

"Surety"
Arch Insurance Company

By: ___________________________  By: ___________________________
Name: GERALD AQUINO  Name: Aaron Steffey
Title: Owner  Title: Attorney-in-Fact

Attach evidence (in the form of a Power of Attorney or some other evidence satisfactory to the City) that the Surety’s signatory or signatories who have signed this bond on behalf of the Surety are authorized by the Surety to do so and to bind the Surety to the obligations set forth herein.

[NOTE: Contractor shall provide to the, before starting Work, a certificate from the clerk of the county that the certificate of authority has not been surrendered, revoked, canceled, annulled or suspended, or in the event it has, that renewed authority has been granted.]

THIS IS A REQUIRED FORM THAT CAN NOT BE ALTERED, MODIFIED OR CHANGED.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety’s name must also appear on the U. S. Treasury Department’s most current list (Circular 570 as amended).
ADDENDUM NO 1

Tuesday, July 6, 2022

TO:   ALL PLAN HOLDERS

RE:  Vincent Park Restroom Phase 2 Project: CB-22-11

Dear Sir/Madam,
Please disregard section 1.18 to section 1.21 in Division II of the initial bid specification as they refer to a different project. Please replace page section 1.18-1.21 of the initial bid specification with the attached document and use for your bid consideration.

If you have any question, please contact Boytrese Osias, Senior Engineer, or Kenrick Sanderlin at 310-412-5333

Thank you,

Kenrick Sanderlin
Kenrick Sanderlin
Associate Engineer

GERALD AQUINO  7/19/22
ADDENDUM NO 2

Thursday, July 7, 2022

TO: ALL PLAN HOLDERS

RE: Vincent Park Restroom Phase 2 Project: CB-22-11

Dear Sir/Madam,
Please disregard page 7 (Bidder’s Proposal and Statement) of the initial bid specification as the quantity for bid line item number 4 have changed. Please replace page 7 of the initial bid specification with the attached document and use for your bid consideration.

If you have any question, please contact Boytrese Osias, Capital Improvement Project Manager, or Kenrick Sanderlin at 310-412-5333

Thank you,

[Signature]
Kenrick Sanderlin
Associate Engineer

Please acknowledge that you have received this addendum:

___________________________         ____________
Print Name                      Date

___________________________
Sign Name
“Vincent Park Restroom Project Phase 2”

DIVISION III A

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS
DIVISION III A

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

PART 1: DBE Section Summary

Section 1 – Definitions ................................................................. 2
Section 2 – City Objectives for the DBE Program ............................. 2
Section 3 – Statewide and City DBE Goals ..................................... 3
Section 4 – Race-Neutral Means of Meeting Statewide and City DBE Goals .................................................. 3
Section 5 – Race Conscious Means of Meeting the Statewide and City DBE Goals ........................................... 4
Section 6 – Quotas ........................................................................ 4
Section 7 – Nondiscrimination ....................................................... 4
Section 8 – Nondiscrimination in award and performance of subcontracts .................................................. 5
Section 9 – DBE Regulations incorporated by this reference .............. 5
Section 10 – Award and Execution of Contract ................................. 8
Section 11 – Subcontractor and DBE Records ................................. 8
Section 12 – DBE Certification Status ............................................ 9
Section 13 – Subcontracting .......................................................... 9
Section 14 – Performance of Subcontractors .................................. 10
Section 15 – Prompt Progress Payments to Subcontractors ............. 10
Section 16 – Prompt Payments of Funds Withheld to Subcontractors .. 10
Section 17 – Additional DBE Information – Advertisements and Outreach .................................................................. 11

PART 2: DBE FORMS AND OTHER FORMS REQUIRED FOR ALL FEDERALLY FUNDED BIDDERS AND CONTRACTORS 12
Section 1 – DEFINITIONS

AADPLs mean the City’s Annual Anticipated DBE Percentage Levels.

DBEs means Disadvantaged Business Enterprises as defined in 49 CFR §26.5.

Cal-Trans DBE Agreement means the Disadvantaged Business Enterprise Race Conscious Implementation Agreement entered into between the California Department and the City of Inglewood and approved by the City Council on July 14, 2009.

Participants mean the City of Inglewood, Contractors, and Subcontractors of any tier that are receiving directing or indirectly federal financial assistance to participate in this Contract.

UDBEs mean an Underutilized Disadvantaged Business Enterprise. UDBEs fall into one of the following groups: African American, Asian Pacific American, Native American, and Women. It does not include Hispanic Males and Subcontinent Asian Males (includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka).

Section 2 – CITY OBJECTIVES FOR THE DBE PROGRAM

In order to receive federal financial assistance pursuant to Part 26 of the Code of Federal Regulations and the Cal-Trans DBE Agreement the City has established the following policy objectives for the DBE program:

a. To ensure that DBEs have an equal opportunity to receive and participate in DOT-assisted contracts.

b. To ensure nondiscrimination in the award and administration of DOT-assisted contracts.

c. To create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts.

d. To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.

e. To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.

f. To help remove barriers to the participation of DBEs in DOT-assisted contracts.

g. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.
Section 3 – STATEWIDE AND CITY DBE GOALS

Bidders and Contractors are advised that, as required by Federal law, the State has established a statewide overall DBE goal. The City Federal-aid contract is considered to be part of the statewide overall DBE goal. In order to ascertain whether that statewide overall DBE goal is being achieved, Caltrans is tracking DBE participation on all Federal-aid contracts administered by cities/counties and other local agencies. The City is required to report to Caltrans on DBE participation for all Federal-aid contracts each year so that attainment efforts may be evaluated. Bidders and Contractors who obtain DBE participation on this project will assist the state in meeting its statewide overall DBE goal.

To provide assistance in meeting the DBE statewide goal, the City has included in this Contract a DBE Availability Advisory Statewide goal of 13.5% (6.75% Racial Neutral; 6.75% Racial Conscious portion for Black Americans, Native Americans, Asian Pacific Islanders and Women of all races). In addition, the City has established its own DBE City goal of 17.50% (12% Racial Neutral: 5.5% Racial Conscious portion for Black Americans, Native Americans, Asian Pacific Islanders and Women of all races). It is not mandatory that you meet these goals and contract award consideration will not be based on this advisory. However, all bidders and contractors must complete and submit all DBE forms included in the Bid package and this Contract.

Section 4 – RACE-NEUTRAL MEANS OF MEETING THE ANNUAL DBE GOALS

The federal regulations sets forth in 49 CFR §26.51(a) require that all participants of Federal-aid projects must meet the maximum feasible portion of its AADPL goal by using race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts.

The federal regulations sets forth in 49 CFR §26.51(b) provide that race-neutral means of meeting the State and City’s annual DBE goals may include, but are not limited to, the following:

a. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);

b. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
c. Providing technical assistance and other services;

d. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);

e. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;

f. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of types of work, handle increasingly significant projects, and achieve eventual self-sufficiency;

g. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;

h. Ensuring distribution of your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and

i. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

Section 5 – RACE CONSCIOUS MEANS OF MEETING THE OVERALL STATEWIDE ANNUAL DBE GOAL

Participants must establish contract goals for Underutilized Disadvantaged Business Enterprises (UDBEs) to meet any portion of its AADPL that it does not project it is able to meet using race-neutral means.

Section 6 – QUOTAS

Neither the City, Bidder, Contractor or any other participant shall use quotas or set-asides in any way in the administration of this DBE Program.

Section 7 – NONDISCRIMINATION

The City shall take all necessary and reasonable steps under Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) to ensure nondiscrimination in the award and administration of DOT assisted contracts. The City's DBE Implementation Agreement, as required by 49 CFR 26 and as approved by DOT, is incorporated by reference in this contract. Pursuant to 49 CFR §26.7 all participants agree to ensure that DBEs have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this agreement. In this regard the City and all
participants shall take all necessary and reasonable steps in accordance with 49 CFR to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

Neither the City or any other participant shall exclude any person from participation in, deny any person the benefit of, or otherwise discriminate against anyone in connection with the award and performance of this contract or any contract covered by 49 CFR 26 on the basis of race, color, sex or national origin.

In administering the local agency components of the program neither the City or any other participant shall not directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the program with respects to individuals of a particular race, color, sex, or national origin.

Section 8 – NONDISCRIMINATIOIN IN AWARD AND PERFORMANCE OF SUBCONTRACTS

This project is subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” In order to ensure Caltrans achieves its federally mandated statewide overall DBE goal, the Agency encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with Federal Funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Section 9 – DBE REGULATIONS INCORPORATED BY THIS REFERENCE

Bidders and Contractor shall be fully informed in respect to the requirements of the DBE Regulations. The DBE Regulations in their entirety are incorporated herein by this reference. Attention is directed to the following matters:

a. A DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.

b. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of materials or supplies, or as a trucking company.

(1) A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces.
(2) The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

c. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing, and supervising the work.

d. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:


(2) The Caltran’s DBE Directory. This Directory may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

e. When reporting DBE participation, bidders may count the cost of materials or supplies purchased from DBEs as follows:

(1) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(2) The materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph F.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers’ own distribution equipment shall be a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers’ representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this Paragraph F.2.
(3) If the DBE is neither a manufacturer nor a regular dealer, count only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

f. When reporting DBE participation, bidders may count the participation of DEB trucking companies as follows:

(1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.

(2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.

(5) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

(6) For the purposes of this paragraph G, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

g. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.
Section 10 – AWARD AND EXECUTION OF CONTRACT

A "LOCAL AGENCY BIDDER - DBE INFORMATION" form will be included in the Contract Documents to be executed by the successful bidder. The purpose of this form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "LOCAL AGENCY BIDDER – DBE INFORMATION" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

A "LOCAL AGENCY BIDDER - DBE INFORMATION" form should be completed and returned to the City by the successful bidder with the executed contract and contract bonds.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Agency as provided herein will result in the retention of 31 percent of payments due the contractor and penalties of up to $20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

Section 11 – SUBCONTRACTOR AND DBE RECORDS

The Contractor shall maintain records showing the name and business address of each first tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials, and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of
work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" Form CEM-2402 (F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. The amount of $10,000 will be withheld from payment until a satisfactory form is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE subcontractor, DBE vendor of materials, and DBE trucking companies. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner’s name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month. This documentation shall be submitted on "Monthly DBE Trucking Verification" Form CEM-2404(F).

Section 12 – DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) indicating the DBEs' existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

Section 13 – SUBCONTRACTING

The provisions in the Disadvantaged Business Enterprise (DBE) requirements set forth in the Contract Documents shall apply to all Prime Contractors and First Tier Subcontractors. The Contractor shall perform with the Contractors own organization contract work amounting to not less than 50 percent of the original contract price, notwithstanding any Federal Aid Construction Contracts requirements that might
otherwise require that the Contractor perform a lesser 30 percent of the original contract work with the Contractor's own organization.

Section 14 – PERFORMANCE OF SUBCONTRACTORS

The subcontractors listed by the Contractor in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

The Contractor should notify the Engineer in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

Section 16 – PROMPT PROGRESS PAYMENTS TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

Section 16 – PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or
judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

Section 17 – ADDITIONAL DBE INFORMATION – ADVERTISEMENTS AND OUTREACH

DBE prime contractors or subcontractors may seek out minority subcontractors equally in the City of Inglewood as in other outlying areas of Los Angeles County. Advertisements for prime and subcontractors may be placed equally in newspapers, the Chamber of Commerce, and other journals directly targeted to women and minorities. Following is a sample list.

Inglewood Chamber of Commerce
330 E. Queen Street
Inglewood, CA 90301
(310) 677-1121

Inglewood Today
101 N. La Brea Avenue, Suite 603
Inglewood, CA 90301
(310) 330-0063

Inglewood News
312 E. Imperial Avenue
El Segundo, CA 90245
(310) 322-1830

L. A. Opinion
411 W. 5th Street
Los Angeles, CA 90013
(213) 622-8332

L. A. Bay News Observer
1219-20 Street
Bakersfield, CA 93309
(310) 674-9390
Attn: J. Coley, Jr.

WAVE
2621 W. 54th Street
Los Angeles, CA 90043
(323) 290-3000 Ext. 201 or 202
Attn: Ruby Thomas

Inglewood Crusaders
11633 Hawthorne Blvd., Suite 11
Hawthorne, CA 90250
(310) 673-5555 or (213) 777-1345
Attn: Kim or Maggi

For a fee, prime contractors can consult with minority and women outreach organizations to assist with advertisements and referrals, e.g., Inglewood-based business, REYNA Group at (310) 701-6048.

As part of the Good Faith Efforts requirements, the City can no longer accept relatives’ (wife, sister, mother, in-law, half-brother, half-sister, grandparents, etc.) subcontractors as part of the DBE requirement.
PART 2: DBE FORMS AND OTHER FORMS REQUIRED FOR ALL FEDERALLY FUNDED PROJECTS

DBE FORMS

NOTE: Notwithstanding any contrary time deadline language on the provided forms, Bidders/Contractors must submit with its bid all of the forms set forth below that have been checked with an “X”. Additional Forms required for this project have been checked with an “XX”. For Exhibit 17 – Final Report, the successful Bidder shall provide to the City all information needed for the City to fill out this form upon completion of the project.

- X - Disadvantaged Business Enterprise (DBE) Utilization

- X - Assurance of Disadvantaged Business Enterprise (DBE) Participation

- X - Local Agency Bidder UDBE Commitment (Construction Contracts (Exhibit 15-G1) – with Instructions

- X - Local Agency Bidder DBE Information (Construction Contracts) (Exhibit 15-G2) – with Instructions

- X - DBE Information – Good Faith Efforts (Exhibit 15-H)

- Local Agency Proposal UDBE Commitment (Consultant Contracts (Exhibit 10-01) – with Instructions

- Local Agency Proposal DBE Commitment (Consultant Contracts (Exhibit 10-02) – with Instructions

- XX - Final Report Utilization of Disadvantaged Business (Exhibit 17-F) – with Instructions

- XX - Final Report – Utilization of Disadvantaged Business (DBE), First-Tier Subcontractors (CEM-2402F) – with Instructions

- Monthly DBE Trucking Verification (CEM-2404(F) – with Instructions

- X - Letter of Intent (For each DBE Subcontractor)
NON-DBE FEDERALLY REQUIRED FORMS

NOTE: Not withstanding any contrary time deadline language on the provided forms, Bidders/Contractors must submit with its bid all of the forms set forth below that have been checked with an "X". Additional Forms required for this project have been checked with an "XX".

- [X] Federal Requirements for Federal Aid Construction Projects
- [X] Equal Employment Opportunity Certification
- [X] Noncollusion Affidavit
- [X] Nonlobbying Certification for Federal Aid Contracts
- [X] Disclosure of Lobbying Activities
- [X] Award and Execution of Contract
- [X] Disbarment and Suspension Certification
- [X] Suspension & Disbarment Requirements for all Contracts over $25,000
- [X] Trade Restriction Clauses to be included in all Solicitations, Contracts, and Subcontracts
- [X] Buy American Steel and Manufactured Products for Construction Contracts
- [ ] Office of Labor Relations Davis-bacon Enforcement – Information only
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offering party has satisfied the requirements of the Bid Specification in the following manner (please check the appropriate space):

_______ The bidder/offering party is committed to a minimum of ____% DBE utilization on this contract.

_______ The bidder/offering party (if unable to meet the DBE goal of ____%) is committed to a minimum of ____% DBE utilization on this Contract and submits documentation demonstrating Good Faith Efforts.

Name of bidder's/offering party firm: ____________________________

________________ State Registration No. __________________________

By ___________________________ (Signature) ___________________________ Title
ASSURANCE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE)
PARTICIPATION

To meet the suggested requirements of 49CFR26, the assurance below shall be signed by the bidder/offering party and submitted with the bid.

NOTE: All information and forms shall be submitted with the bid or else the bid will be non-responsive.

Bidder/Offering Party Assurance of Compliance with 49CFR26
Relating to DBE Participation

As required by federal law, Caltrans has established a statewide overall DBE goal of 13.5% and a UDBE goal of 6.75%. The City has a DBE goal of 17.5% and UDBE goal of 5.5%. In order to ascertain whether the statewide overall DBE goal is being achieved, Caltrans is tracking DBE participation on all Federal-aid contracts administered by cities/counties and other local agencies.

The Agency has established a DBE Availability Advisory for this project. Bidders who obtain DBE participation on this project will assist the state in meeting its statewide overall DBE goal.

[Signature]
(Name of Bidder/Offering Party)

1/19/22
(Date)
(Name and Title of Signing Official)

Business Address

8542 WAKESIPU WU

PANORAMA CITY CA 91402
```
<table>
<thead>
<tr>
<th>CONTRACT NO.</th>
<th>ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED</th>
<th>Cert. No. of UDBE AND EXPIRATION DATE</th>
<th>NAME OF UDBEs (Must be certified on the date bids are opened - include UDBE address and phone number)</th>
<th>DOLLAR AMOUNT UDBE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For Local Agency to Complete:

Local Agency Contract Number: ____________________________

Federal Aid Project Number: ____________________________

Federal Share: ____________________________

Contract Award Date: ____________________________

Local Agency certifies that all information is complete and accurate.

Print Name ____________________________ Signature ____________________________ Date ____________________________

Local Agency Representative ____________________________ (Area Code) Telephone Number: ____________________________

For Caltrans Review:

Print Name ____________________________ Signature ____________________________ Date ____________________________

Caltrans District Local Assistance Engineer ____________________________

Total Claimed Participation $ ____________________________ % ____________________________

Signature of Bidder ____________________________ (213) 247-9854

Date ____________________________ (Area Code) Tel. No. ____________________________

Person to Contact ____________________________ (Please Type or Print) ____________________________

Local Agency Bidder - UDBE Commitment (Rev. 3/09)
```
INSTRUCTIONS - LOCAL AGENCY BIDDER
UDBE COMMITMENT (CONSTRUCTION CONTRACTS) (Revised 03/09)

TO ALL BIDDERS:

PLEASE NOTE: It is the bidder’s responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information must be submitted with your bid. Failure to submit the required UDBE commitment will be grounds for finding the bid nonresponsive.

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Contract Amount, Bid Date, Bidder’s Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No’s) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by UDBEs. The UDBE should provide a certification number to the Contractor and expiration date. The form has a column for the Names of UDBE contractors to perform the work (who must be certified on the date bids are opened and include the UDBE address and phone number). Enter the UDBE prime’s and subcontractors’ certification numbers. Prime contractors shall indicate all work to be performed by UDBEs including, if the prime is a UDBE, work performed by its own forces.

IMPORTANT: Identify all UDBE firms being participating in the project regardless of tier. Names of the First Tier UDBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. Provide copies of the UDBEs’ quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.

There is a column for the total UDBE dollar amount. Enter the Total Claimed UDBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of UDBE firms.

Exhibit 15-G (1) must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.
# Exhibit 15-G2 Local Agency Bidder DBE Information (Construction Contracts)

(Indicate of all DBEs including the UDBEs listed at bid proposal)

**NOTE:** PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

<table>
<thead>
<tr>
<th>AGENCY:</th>
<th>LOCATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT DESCRIPTION:</td>
<td></td>
</tr>
<tr>
<td>TOTAL CONTRACT AMOUNT: $</td>
<td></td>
</tr>
<tr>
<td>BID DATE:</td>
<td></td>
</tr>
<tr>
<td>BIDDER'S NAME:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT ITEM NO.</th>
<th>ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED</th>
<th>DBE Cert. No. AND EXPIRATION DATE</th>
<th>NAME OF DBE: (Must be certified on the date bids are opened - include DBE address and phone number)</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**For Local Agency to Complete:**

Local Agency Contract Number: 
Federal Aid Project Number: 
Federal Share: 
Contract Award Date: 

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

Print Name ___________________________ Signature: ___________________________ Date: ___________________________
Local Agency Representative ___________________________

(Area Code) Telephone Number: ___________________________

**For Caltrans Review:**

Print Name ___________________________ Signature: ___________________________ Date: ___________________________
Caltrans District Local Assistance Engineer ___________________________

Total Claimed Participation $ ______

% ______

Signature of Bidder ___________________________
Date 1/19/22
(Area Code) Tel. No. 213-247-4854

Person to Contact ___________________________
(Person Type or Print) ___________________________

Local Agency Bidder DBE Information (Rev 3/09)
INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION
(CONSTRUCTION CONTRACTS) (Revised 03/09)

TO ALL BIDDERS:

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Contract Amount, Bid Date, Bidder’s Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No’s) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. The DBE should provide a certification number to the Contractor and expiration date. The DBE contractors should notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date bids are opened and include DBE address and phone number). Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces if a DBE.

IMPORTANT: Identify all DBE firms participating in the project—including all UDBEs listed on the UDBE Commitment form (Exhibit 15G(1)), regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the total DBE dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of DBE firms.

Exhibit 15-G (2) must be signed and dated by the bidder. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Award Date, Federal Share, Contract and Project Number fields, and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.
EXHIBIT 15-H UDIE INFORMATION—GOOD FAITH EFFORTS

Federal-aid Project No. C8-22-11 Bid Opening Date 6/22/2022

The __________ established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of ____% for this project. The information provided herein shows that a good faith effort was made.

Bidders must submit the following information even if the “Local Agency Bidder – UDIE Commitment” form indicates that the bidder has met the UDIE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDIE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDIE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of UDIE Commitment” of the Special Provisions:

A. The names and dates of each publication in which a request for UDIE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<table>
<thead>
<tr>
<th>Publications</th>
<th>Dates of Advertisement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. The names and dates of written notices sent to certified UDIEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDIEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<table>
<thead>
<tr>
<th>Names of UDIEs Solicited</th>
<th>Date of Initial Solicitation</th>
<th>Follow Up Methods and Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

C. The items of work which the bidder made available to UDIE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDIE participation. It is the bidder’s responsibility to demonstrate that sufficient work to facilitate UDIE participation was made available to UDIE firms.
<table>
<thead>
<tr>
<th>Items of Work</th>
<th>Bidder Normally Performs Item (Y/N)</th>
<th>Breakdown of Items</th>
<th>Amount ($)</th>
<th>Percentage Of Contract</th>
</tr>
</thead>
</table>

D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

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

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

E. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):
<table>
<thead>
<tr>
<th>Name of Agency/Organization</th>
<th>Method/Date of Contact</th>
<th>Results</th>
</tr>
</thead>
</table>


H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

| PLEASE SEE ATTACH GOOD FAITH TRANSACTION SHEET |

**NOTE:** USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.
Exhibit 10-O1 Local Agency Proposer UDBE Commitment (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

<table>
<thead>
<tr>
<th>AGENCY:</th>
<th>LOCATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT DESCRIPTION:</td>
<td></td>
</tr>
<tr>
<td>CONTRACT GOAL: $</td>
<td></td>
</tr>
<tr>
<td>PROPOSAL DATE:</td>
<td></td>
</tr>
<tr>
<td>PROPOSER’S NAME:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OR SERVICES TO BE SUBCONTRACTED</th>
<th>DBE Cert. No. AND EXPIRATION DATE</th>
<th>NAME OF UDBEs (Must be certified on the date the proposals are opened - include UDBE address and phone number)</th>
<th>PERCENTAGE AMOUNT OF EACH UDBE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For Local Agency to Complete:

Local Agency Contract Number: _______________________

Federal Aid Project Number: _______________________

Federal Share: _______________________

Proposal Award Date: _______________________

Local Agency certifies that the UDBE certification(s) has been verified and all information is complete and accurate.

Total Claimed Participation

$ ___________________

% ___________________

Signature of Proposer

Signature ___________________

Date ___________________

(Area Code) Telephone Number:

7/19/22 (213) 247 4854

Date

(GERALD AQUINO)

Person to Contact (Please Type or Print)

For Caltrans Review:

Print Name ___________________

Signature ___________________

Date ___________________

Caltrans District Local Assistance Engineer

Local Agency Bidder - UDBE Commitment (Rev 3/09)
INSTRUCTIONS - LOCAL AGENCY BIDDER - UDBE COMMITMENT
(CONSULTANT CONTRACTS) (Revised 03/09)

TO ALL BIDDERS:

PLEASE NOTE: It is the bidder’s responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information shall be submitted with your bid. Failure to submit the required UDBE commitment will be grounds for finding the bid nonresponsive.

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the consultant contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, Proposer’s Name, and Contract Goal.

The form has a column for the Work Item Number (or Item No’s) and Description or Services to be Subcontracted to UDBEs. The UDBE should provide a certification number to the Consultant. Notify the Consultant in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are received and include UDBE address and phone number). Enter the UDBE prime consultant and subconsultant certification numbers. Prime consultants shall indicate all work to be performed by UDBEs including, if the prime consultant is a UDBE, work performed by its own forces.

There is a column for the total UDBE percentage. Enter the Total Claimed UDBE Participation percentage of items of work submitted with the proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate the proposer’s good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O (1) must be signed and dated by the consultant proposing. Also list a phone number in the space provided and print the name of the person to contact.

For the Success Proposer only, local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.
**For Local Agency to Complete:**

Local Agency Contract Number:

Federal Aid Project Number:

Federal Share:

Contract Award Date:

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

Signature of Proposer

(Date) (Area Code) Tel. No.

**For Caltrans Review:**

Print Name: ____________________________
Signature: ____________________________
Local Agency Representative

Print Name: ____________________________
Signature: ____________________________
Caltrans District Local Assistance Engineer

<table>
<thead>
<tr>
<th>CONTRACT ITEM NO.</th>
<th>DESCRIPTION OR SERVICES TO BE SUBCONTRACTED</th>
<th>DBE Cert. No. AND EXPIRATION DATE</th>
<th>NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)</th>
<th>PERCENTAGE OF DBE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION  
(CONSULTANT CONTRACTS) (Revised 03/09)

TO ALL BIDDERS:

The form requires specific information regarding the consultant contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Bidder’s Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE must provide a certification number to the prime consultant. The form has a column for the Names of DBE certified consultants to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime consultant’s and subconsultants’ certification numbers. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Exhibit 10-O (2) must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

For the successful proposer, Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.
Form CP-CEM 2402(F) (Rev. 08/04)
FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS (FEDERALLY FUNDED PROJECTS)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles/Post Kilometers, a box to check that the project is indeed a Federal Aid Project, the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the Prime Contractor name and Business Address. The focus of the form is to describe who did what by contract item numbers and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, both DBE and nonDBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No (or Item No's) and Description of work performed or Materials provided, as well as a column for the Subcontractor Name and Business Address. For those firms who are DBE, there is a column to enter their DBE Cert No. The DBE should provide their certification number to the Contractor and notify the Contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has five columns for the dollar value to be entered for the item work performed by the subcontractor.

The NonDBE Column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what Program(s) the firm is Certified. This Program status is determined by the Civil Rights Certification Unit based on ethnicity, gender, ownership and control issues at time of certification. The certified firm is issued a certificate by the Civil Rights unit that states their program status as well as the firm's Expiration Date. DBE Program status may be obtained by accessing the Civil Rights website (www.dot.ca.gov/hq/bcp/) and downloading the Calcaps Extract or by calling 916 227 2207. Based on this DBE Program status, the following table depicts which column to be used:

<table>
<thead>
<tr>
<th>DBE Program Status</th>
<th>Column to be used</th>
</tr>
</thead>
<tbody>
<tr>
<td>If program status shows DBE only with no other programs listed</td>
<td>DBE</td>
</tr>
<tr>
<td>If program status shows DBE, SMBE</td>
<td>DBE Minority</td>
</tr>
<tr>
<td>If program status shows DBE, SMBE, SWBE</td>
<td>DBE (Minority Women)</td>
</tr>
<tr>
<td>If program status shows DBE, SWBE</td>
<td>DBE (Non-Minority Women)</td>
</tr>
</tbody>
</table>

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor on Form 2402(F) under the appropriate DBE Program Status (include all work performed after decertification) and complete and submit Form CEM-2403 (F) as appropriate. Any comments to be made on the Form 2402 (F) are to be explained on the reverse side of the Form. Indicate in the Comment section that Form CEM 2403(F) is being submitted.

If a contractor performing work as a Non-DBE on the project becomes certified as a DBE enter the dollar value of all work performed as a DBE on CEM-2402(F) and CEM-2403(F). Any comments to be made on the Form 2402 (F) are to be explained on the reverse side of the Form. Indicate in the Comment section that Form CEM 2403(F) is being submitted.

There is a space provided on the CEM-2402(F) where the TOTAL is entered for these five columns.

There is a column on the CEM-2402(F) to enter the Date Work Complete as well as a column to enter the Date of Final Payment, which is an indicator of when the Prime Contractor made the "final payment" to the subcontractor for the portion of work listed as being completed.

The Original DBE Commitment area on the CEM-2402(F) is based on information at Award time of the project and is the total dollar value of those subcontractors listed at Award based on the above table.

The CEM-2402(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.
The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, a box to check that the project is indeed a Federal Aid Project, the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the Prime Contractor’s name and Business Address. The focus of the form is to describe who did what by contract item numbers and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No (or Item No's) and Description of work performed or Materials provided, as well as a column for the Subcontractor’s Name and Business Address. For firms who are DBE, there is a column to enter their DBE Certification No. The DBE should provide their Certification Number to the Contractor and notify the Contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has five columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE Column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what Program(s) the firm is Certified. This Program status is determined by the Civil Rights Certification Unit based on ethnicity, gender, ownership and control issues at time of certification. The certified firm is issued a certificate by the Civil Rights Unit that states their program status as well as the firms Expiration Date. DBE Program status may be obtained by accessing the Civil Rights website (www.dot.ca.gov/hgu/bep/) and downloading the Calcert Extract or by calling (916) 227 2207. Based on this DBE Program status, the following table depicts which column to be used:

<table>
<thead>
<tr>
<th>DBE Program Status</th>
<th>Column to be used</th>
</tr>
</thead>
<tbody>
<tr>
<td>If program status shows DBE only with no other programs listed</td>
<td>DBE</td>
</tr>
<tr>
<td>If program status shows DBE, SMBE</td>
<td>DBE Minority</td>
</tr>
<tr>
<td>If program status shows DBE, SMBE, SWBE</td>
<td>DBE (Minority Women)</td>
</tr>
<tr>
<td>If program status shows DBE, SWBE</td>
<td>DBE (Non-Minority Women)</td>
</tr>
</tbody>
</table>

If a contractor performing work as a DBE on the project becomes decertified, and still performs work after their decertification date, enter the total dollar value performed by this contractor on Form 2402(F) under the appropriate DBE Program Status (include all work performed after decertification) and complete and submit Form CEM-2403(F) as appropriate. Any comments to be made on the Form 2402(F) are to be explained on the reverse side of the Form. Indicate in the Comment section that Form CEM 2403(F) is being submitted.

If a contractor performing work as a Non-DBE on the project becomes certified as a DBE enter the dollar value of all work performed as a DBE on CEM-2402(F) and CEM-2403(F). Any comments to be made on the Form 2402(F) are to be explained on the reverse side of the Form. Indicate in the Comment section that Form CEM 2403(F) is being submitted.

There is a space provided on the CEM-2402(F) where the TOTAL is entered for these five columns.

There is a column on the CEM-2402(F) to enter the Date Work Complete as well as a column to enter the Date of Final Payment, which is an indicator of when the Prime Contractor made the "final payment" to the subcontractor for the portion of work listed as being completed.

The Original DBE Commitment area on the CEM-2402(F) is based on information at Award time of the project and is the total dollar value of those subcontractors listed at Award based on the above table.

The CEM-2402(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.
FINAL REPORT - UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS

(See Attached File)
<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Contractor Representative Name</th>
<th>Signature</th>
</tr>
</thead>
</table>

I certify that the above information is complete and correct.

Upon request all Leases Agreements shall be made available in accordance with the Special Provisions.

**TOTAL AMOUNT PAID**

<table>
<thead>
<tr>
<th>Prime Contractor</th>
<th>Business Phone Number</th>
<th>Total Amount Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

**STATE OF CALIFORNIA. DEPARTMENT OF TRANSPORTATION**

MONTHLY DUE TRUCKING VERIFICATION

CEN1209 (NEW 12/99)
The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for truck work performed by DBE certified trucks and for any fees or commissions of nonDBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid", in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:
1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
2.) 100% for the trucking services provided by trucks leased from other DBE firms.
3.) The fee or commission paid on non-DBEs for the lease of trucks. The prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid".
The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of Form is a space to put the name of the "Prime Contractor", their "Business Address" and their "Business Phone No."

At the bottom of Form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.
Letter of Intent

Name of bidder/offeror's firm: _______________________________________________________

Address: _______________________________________________________________________

City: ___________________________ State: _______ Zip: _______

Name of DBE firm: _________________________________________________________________

Address: _______________________________________________________________________

City: ___________________________ State: _______ Zip: _______

Telephone: _____________________________________________________________________

Description of work to be performed by DBE firm:
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

The bidder/offeror is committed to utilizing the above-named DBE firm for the work
described above. The estimated dollar value of this work is $ _________________.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the
estimated dollar value as slated above.

By: ___________________________________________ (Signature) ____________________________ (Title)

If the bidder/offeror does not receive award of the prime contract, any and all
representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)
FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer," "SHA resident engineer," or "authorized representative of the SHA," such references shall be construed to mean "Engineer" as defined in Section 1.1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of $10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this Section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are DBE owned.)

1. Name of joint venture ____________________________

2. Address of joint venture ____________________________

3. Phone number of joint venture ____________________________

4. Identify the firms which comprise the joint venture. (The DBE partner must complete Schedule A.) ____________________________

   a. Describe the role of the DBE firm in the joint venture. ____________________________

   b. Describe very briefly the experience and business qualifications of each non-DBE joint venturer: ____________________________

5. Nature of the joint venture’s business ____________________________

6. Provide a copy of the joint venture agreement. ____________________________

7. What is the claimed percentage of DBE ownership? ____________________________

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6). ____________________________

FR-1
a. Profit and loss sharing.
b. Capital contributions, including equipment.
c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions

b. Management decisions, such as:

1. Estimating

2. Marketing and sales

3. Hiring and firing of management personnel

4. Purchasing of major items or supplies

c. Supervision of field operations

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee, complete and accurate information regarding actual joint venture work and the payment thereof and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm

Name of Firm

Signature

Signature

Name

Name

Title

Title

Date

Date

Date

State of

State of

County of

County of

On this ___ day of __________, 19 __, before me appeared (Name) ____________, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) ____________ to execute the affidavit and did so as his or her free act and deed.

Notary Public

Commission expires

[Seal]

Date

State of

County of

On this ___ day of __________, 19 __, before me appeared (Name) ____________, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) ____________ to execute the affidavit and did so as his or her free act and deed.

Notary Public

Commission expires

[Seal]
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder ____________________________________________, proposed subcontractor ____________________________________________, hereby certifies that he has ___ has not___, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Name of Bidder: ____________________________

Signature of Bidder: ____________________________

Date: 7/19/22
Noncollusion Affidavit

(TITLE 23 UNITED STATES CODE SECTION 112 AND
PUBLIC CONTRACT CODE SECTION 7106)

CITY OF INGLEWOOD REDEVELOPMENT AGENCY

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bid. Signing this Form on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Bidder: [Signature]

Signature of Bidder: [Signature]

Date: 7/19/22
NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Bidder: __________________________

Signature of Bidder: _______________________

Date: 7/19/22
DISCLOSURE OF LOBBYING ACTIVITIES
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:  
   - [ ] a. contract  
   - [ ] b. loan  
   - [ ] c. cooperative agreement  
   - [ ] d. loan guarantee  
   - [ ] e. loan insurance  

2. Status of Federal Action:  
   - [ ] a. bid/offer/application  
   - [ ] b. initial award  
   - [ ] c. post-award  

3. Report Type:  
   - [ ] a. initial  
   - [ ] b. material change  

   For Material Change Only:  
   - year  
   - quarter  
   - date of last report  

4. Name and Address of Reporting Entity  
   - [ ] Prime  
   - [ ] Subawardee  
     Tier _____, if known  

   Congressional District, if known  

6. Federal Department/Agency:  

7. Federal Program Name/Description:  

8. Federal Action Number, if known:  

9. Award Amount, if known:  

10. a. Name and Address of Lobby Entity  
    (If individual, last name, first name, MI)  
    b. Individuals Performing Services (including address if different from No. 10a)  
    (last name, first name, MI)  

   (attach Continuation Sheet(s) if necessary)  

11. Amount of Payment (check all that apply)  
    $ _________  
    - [ ] actual  
    - [ ] planned  

12. Form of Payment (check all that apply):  
    - [ ] a. cash  
    - [ ] b. in-kind; specify: nature _________ value _________  

13. Type of Payment (check all that apply)  
    - [ ] a. retainer  
    - [ ] b. one-time fee  
    - [ ] c. commission  
    - [ ] d. contingent fee  
    - [ ] e. deferred  
    - [ ] f. other, specify  

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:  

   (attach Continuation Sheet(s) if necessary)  

15. Continuation Sheet(s) attached:  
    - [ ] Yes  
    - [ ] No  

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Bidder: _________  
Signature: _________  
Title: _________  
Telephone No.: _________  
Date: _________

(attach Continuation Sheet(s) if necessary)

(attach Continuation Sheet(s) if necessary)

(attach Continuation Sheet(s) if necessary)
SECTION 3. AWARD AND EXECUTION OF CONTRACT
The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

A "LOCAL AGENCY BIDDER - DBE INFORMATION" form will be provided by the Agency in the contract documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR Part 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "LOCAL AGENCY BIDDER - DBE INFORMATION" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

The "LOCAL AGENCY BIDDER - DBE INFORMATION" form should be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall begin work within ___ calendar days after the contract has been approved by the City/County of ___________.

This work shall be diligently prosecuted to completion before the expiration of _______ WORKING DAYS beginning on the ___ calendar day after approval of the contract.

(INSERT AMOUNT OF LIQUIDATED DAMAGES)

The Contractor shall pay to the City/County of ___________ the sum of $ _________ per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.
49CFR29
SUSPENSION & DEBARMENT REQUIREMENTS FOR ALL
CONTRACTS OVER $25,000

The bidder/offering party certifies, by submission of this bid or acceptance of this
contract, that neither he/she nor his/her Principals are presently debarred,
suspended, proposed for debarment, declared ineligible, or voluntarily excluded
from participation in this transaction by any federal department or agency. The
bidder/offering party further agrees in submitting this bid he/she shall include this
clause without modification in all lower tier transactions, solicitations, proposal
contracts, and subcontracts. Where the bidder/offering party or contractor or any
lower tier participant is unable to certify to this statement, he/she shall attach an
explanation to the bid.

[Signature]  [Gerado Aquino]
Signature  (Name of Bidder/Offering Party)

7/14/21  [Gerardo Aquino]  [Owner]
Date  (Name and Title of Signing Official)

Business Address  8542 Wescfield Ave
                   Panorama City, CA 91402
DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the bid. Signing this form on the signature portion thereof shall also constitute signature of this Certification.

Name of Bidder: __________________________

Signature of Bidder: __________________________

Date: 7/19/22
TRADE RESTRICTION CLAUSES TO BE INCLUDED IN ALL SOLICITATIONS’ CONTRACTS, AND SUBCONTRACTS

The Contractor or subcontractor, by submission of an offer and/or execution of Contract, certifies that he/she:

a. Is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. Has not knowingly entered into any Contract or subcontract for this Project with a person that is a citizen or a national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and/or

c. Has neither procured any product nor subcontracted for the supply of any product for use on the Project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49CFR30.17, no Contract shall be awarded to a Contractor or subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the Project, the Federal Aviation Administration (FAA) may direct, through the sponsor, cancellation of the contract at no cost to the Government. Further, the Contractor agrees that, if awarded a Contract resulting from the bid, he/she will incorporate this Provision for certification without modification in each Contract and in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor unless he/she has knowledge that the certification is erroneous.

The Contractor shall provide immediate written notice to the City of Inglewood Redevelopment Agency if the Contractor learns that his/her certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the Contractor if at any time he/she learns that his/her certification was erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance was placed when making the Award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the FAA may direct, through the sponsor, cancellation of the Contract or subcontract for default at no cost to the Government. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Signature: [Signature]
Name: [Name of Bidder/Offering Party]
Date: 7/19/22
Name and Title of Signing Official: [Name and Title]
Business Address: 8542 WAKESFIELD AVE
                         PANAMA CITY, CA 94602
BUY AMERICAN STEEL AND MANUFACTURED PRODUCTS FOR
CONSTRUCTION CONTRACTS

The Contractor agrees that only domestic steel and manufactured products shall be
used by the Contractor, subcontractors, material men/women, and suppliers in the
performance of this Contract, and as defined below.

The following terms apply to this clause:

1. Steel and Manufactured Products.
   As used in this clause, "steel and manufactured products" include: (a) those
   produced in the United States or (b) a manufactured product produced in the
   United States, if the cost its components mined, produced, or manufactured
   in the United States exceeds sixty percent (60%) of the cost of all
   components and final assembly has taken place in the United States.

2. Components.
   As used in this clause, "components" means those articles, materials, and
   supplies incorporated directly into steel and manufactured products.

3. Cost of Components.
   As used in this clause, "cost of components" means the costs for production
   of the components, exclusive of final assembly labor costs.

____________________________
Signature

GERALDO AGUIRRE
(Name of Bidder/Offering Party)

7/19/21
Date

GERALDO AGUIRRE
(Name and Title of Signing Official)

Business Address

8572 WAKEFIELD AVE

PANAMA CITY, FL 32401
Office of Labor Relations
Davis-bacon Enforcement

Summary:
The Office of Labor Relations (OLR) administers Federal prevailing wage requirements in HUD-assisted housing and community development programs through staff in Field Offices. OLR is HUD's primary contact with the Department of Labor (DOL) in enforcing labor standards mandated by the Davis-Bacon and Related Acts.

Purpose:
OLR serves as policy adviser and consultant to HUD's Secretary and other principal staff on the applicability, administration, and enforcement of Federal labor standards, including Davis-Bacon prevailing wage rates and to organized labor—particularly the building and construction trades unions. The office also seeks affirmative relationships with organized labor and industry in support of HUD's affordable housing and community revitalization goals. Toward that objective, OLR, in partnership with DOL, also administers Step-Up, a welfare-to-work apprenticeship-based jobs program for low-income people.

In addition to overall responsibility within HUD for administering and enforcing Davis-Bacon prevailing wage requirements for a broad array of HUD programs, OLR administers the prevailing wage requirements for maintenance employees of public and Indian housing agencies. This requires the annual HUD determination of maintenance wage rates for such workers.

Type of Assistance:
This is an administrative and enforcement function. In carrying out its mandate, OLR issues technical guidance on labor standards enforcement, makes labor standards administration training available to local contracting agencies through its field staff, monitors local agencies (public and Indian housing authorities and Community Development Block Grant agencies) for labor standards contract compliance, and maintains comprehensive program information at the OLR page at HUD's Web site. (See below.) For calendar year 1997, the value of HUD-assisted construction contracts covered by Davis-Bacon prevailing wage requirements exceeded $4 billion.

Eligible Grantees:
This program includes most recipients of HUD-funding assistance involving construction work, who must ensure that they comply with Federal labor standards and prevailing wage requirements.

Eligible Customers:
Construction workers on HUD-assisted construction projects and maintenance workers engaged in the operation of certain HUD-assisted low-income housing benefit from the wage protections provided in the Davis-Bacon and Related Acts.

Eligible Activities:

Application:
Not applicable.

Funding Status:
Not applicable.
Technical Guidance:

For More Information:
The Office of Labor Relations maintains a site at HUD's Website. For information contact Waite Madison, National Director, Office of Labor Relations, or Jade M. Banks at (202) 708-0370 (voice) or (202) 619-8022 (fax), Senior Policy Advisor.

Jade

Content current as of 3 March 2009

U.S. Department of Housing and Urban Development
451 7th Street, S.W., Washington, DC 20410
Telephone: (202) 708-1112  Find the address of a HUD office near you
MONTHLY EMPLOYMENT REPORT (AMERICAN RECOVERY AND REINVESTMENT ACT)

For the purpose of complying with the American Recovery and Reinvestment Act of 2009, submit a completed Monthly Employment Report form by the 5th of each month for the previous month.

If you fail to submit a complete and accurate report, the Department withholds 2 percent of the monthly progress estimate. The Department does not withhold more than $10,000 or less than $1,000. The Department releases the withhold upon submission of the completed form. The following is a copy of the Monthly Employment Report form:
INSTRUCTIONS FOR COMPLETING ARRA MONTHLY EMPLOYMENT REPORT FORM

BOX 1. **Contract Number.** The state-assigned project number or ID: district and expenditure authorization (EA).

BOX 2. **Federal-aid Project Number.** The state-assigned federal-aid project number.

BOX 3. **First Day of Reporting Period.** The first day of the reporting period is the first day of the first payroll period of the month. If the beginning of the month splits the payroll period, then the report will include dates from the prior month as necessary to complete the payroll period.

BOX 4. **Report Month.** The month and year covered by the report. Reported as “mm/yy” (e.g., May 2009 would be coded as “05/09.”).

BOX 5. **Contracting Agency.** The name of the contracting agency. For state projects, enter Caltrans. For non-state projects, enter the name of the contracting agency (federal agency, tribe, MPO, city, county, etc.).

BOX 6. **Contractor Name and Address.** The name and address of the contractor shall include the firm name, street address, city, state, and zip code.

BOX 7. **Employment Data.**

- **Subcontractor Name(s).** The name of each subcontractor that was active on the project for the reporting month.
- **Employees.** The number of new hires and existing employees on the contractor’s workforce that month, and the number of new hires and existing employees for each of the active subcontractors that month. Do not include material suppliers. Reported as a whole number.
- **Hours.** The total hours for the new hires and existing employees on the contractor’s workforce that month, and the total hours for the new hires and existing employees for each of the active subcontractors that month. Reported as a whole number.
- **Payroll.** The total dollar amount of wages paid by the contractor that month for employees on the specified project, and the total dollar amount of wages paid by each of the active subcontractors that month. Rounded to the nearest whole dollar and reported as a whole number. Refer to Section 9-1.03A(1), “Labor,” of the Standard Specifications.

**Prime and Subcontractor Totals (New + Existing).** The total number of employees, hours and payroll for new hires and existing employees for the contractor and listed subcontractor(s).

BOX 8. **Certified by Contractor.**

- **Name.** Contractor representative or person responsible for certification of the information included on the form. By completing the form, the authorized representative certifies that they are knowledgeable of the hours worked and employment status for all employees. Contractors are responsible to maintain data to support the employment form and make it available to the state should it request supporting materials.
- **Date.** The date that the contractor completed the employment form. Reported as “mm/dd/yyyy.”

BOX 9. **Reviewed by Contract Administrator.** (To be completed by the local agency or authorized representative.)

- **Name.** Local agency representative, such as the resident engineer or contract manager, or authorized project representative responsible for reviewing the submitted form.
- **Date.** The date that the state representative reviewed the form. Reported as “mm/dd/yyyy.”
APPENDIX I – FEDERALLY FUNDED PROJECT REQUIREMENTS

5-1. FEDERAL REQUIREMENTS (AMERICAN RECOVERY AND REINVESTMENT ACT)

1 Under the American Recovery and Reinvestment Act (ARRA) of 2009, 9 USC § 902:

SEC. 902. ACCESS OF GOVERNMENT ACCOUNTABILITY OFFICE.
(a) Access.—Each contract awarded using funds made available in this Act shall provide that the Comptroller General and his representatives are authorized—

(1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

(b) RELATIONSHIP TO EXISTING AUTHORITY.—Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

2 Under ARRA of 2009, 9 USC § 1515(a):

SEC. 1515. ACCESS OF OFFICES OF INSPECTOR GENERAL TO CERTAIN RECORDS AND EMPLOYEES.
(a) Access.—With respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under section 3 or 83 of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized—

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

(b) RELATIONSHIP TO EXISTING AUTHORITY.—Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

3 Immediately notify the Engineer if you have been contacted by the U.S. Comptroller, Inspector General, or their representatives.

LPP 01-04
Page 12-107
March 15, 2001
## Exhibit 12-E

### Local Assistance Procedures Manual

### FRAE Checklist Instructions

### STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

**MONTHLY EMPLOYMENT REPORT**

CMR-1154 (REV 03/2009) DLA Modified

**AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)**

**MONTHLY EMPLOYMENT REPORT**

### JOB STAMP

1. **CONTRACT NO.**

2. **FEDERAL- AID PROJECT NUMBER**. (From special procurements)

3. **FIRST DAY OF REPORTING PERIOD**

   (mm/dd/yyyy):

4. **REPORT MONTH** (mm/yyyy)

5. **CONTRACTING AGENCY**

6. **CONTRACTOR NAME AND ADDRESS**

7. **EMPLOYMENT DATA**

<table>
<thead>
<tr>
<th>EMPLOYEES</th>
<th>HOURS</th>
<th>PAYROLL</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEW</td>
<td>NEW</td>
<td>NEW</td>
</tr>
<tr>
<td>DEDUCTIONS</td>
<td>DEDUCTIONS</td>
<td>DEDUCTIONS</td>
</tr>
</tbody>
</table>

**PRIME CONTRACTOR DIRECT, ON-PROJECT JOBS**

**SUBCONTRACTOR DIRECT, ON-PROJECT JOBS**

**SUBCONTRACTOR NAME(S)**

<table>
<thead>
<tr>
<th>DPE</th>
</tr>
</thead>
</table>

**PRIME AND SUBCONTRACTOR SUBTOTALS**

**PRIME AND SUBCONTRACTOR TOTALS (NEW + EXISTING)**

8. **CERTIFIED BY CONTRACTOR: (Signature and Title)**

   **DATE**

9. **REVIEWED BY CONTRACT ADMINISTRATOR: (Signature and Title)**

   **DATE**

**COPY DISTRIBUTION**

- Original - Resident Engineer
- Copy - Contractor
- Copy - Caltrans District Local Assistance Engineer

ABA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (510) 644-4110 or TDD (510) 444-0448 or write
ABRA Services and Permissions Management, 1131 N Street, 340-09, Sacramento, CA 95814.

Page 12-106
April 15, 2009

LFP 09-xx
Gerald,

We are DBE certified business, but we are not bidding on the Vincent Park Restroom project.

Thank you,

Carlos Luna
14660 Mallory Dr.
Fontana, CA 92335
Office: (909)491-7780
Fax: (909)781-5457

From: gerald aquino <aldoger22@yahoo.com>
Sent: Sunday, July 10, 2022 6:38 AM
To: Carlos Luna <carlos@lunasplumbinginc.com>
Cc: atq527@gmail.com <atq527@gmail.com>
Subject: Vincent Park Restroom Project

To: Lunas Plumbing Inc

July 10, 2022

Hi sir,

I am proposing to submit bid into a project that required Disadvantage Business Enterprise (DBE). I am looking for a sub-contractor who has a DBE or intent to have a DBE. The project is about restroom construction. Please respond to this E-Mail or call me at (213) 247-4854 if you are interested.

Thank you.

Gerald Aquino
G A Construction
To: Fernando Marquez  
July 8, 2022

Hi sir,
I am proposing to submit bid into a project that required Disadvantage Business Enterprise (DBE). I am looking for a sub-contractor who has a DBE. The project is about restroom construction. Please respond to this E-Mail or call me at (213) 247-4854 if you are interested.

Thank you.
Gerald Aquino  
G A Construction
From: gerald aquino aldoger22@yahoo.com
Subject: Vincent Park Restroom Project
Date: Jul 8, 2022 at 8:54:48 AM
To: jri_manalo@yahoo.com
Cc: atq527@gmail.com

To: Joseph Manalo
July 8, 2022

Hi sir,

I am proposing to submit bid into a project that required Disadvantage Business Enterprise (DBE). I am looking for a sub-contractor who has a DBE or intent to have DBE. The project is about restroom construction. Please respond to this E-Mail or call me at (213) 247-4854 if you are interested.

Thank you.

Gerald Aquino
G A Construction
From: gerald aquino aldoger22@yahoo.com
Subject: Vincent Park Restroom Project
Date: Jul 8, 2022 at 9:06:41 AM
To: hp5088@gmail.com
Cc: atq527@gmail.com

To: Caprisko Concrete
   License No. 1027798

July 8, 2022

Hi sir,

I am proposing to submit bid into a project that required Disadvantage Business Enterprise (DBE). I am looking for a sub-contractor who has a DBE or intent to have a DBE. The project is about restroom construction. Please respond to this E-Mail or call me at (213) 247-4854 if you are interested.

Thank you.

Gerald Aquino
G A Construction
To: North Phase Legacy Electric Inc.
License No. 1084404

July 10, 2022

Hi sir,

I am proposing to submit bid into a project that required Disadvantage Business Enterprise (DBE). I am looking for a subcontractor who has a DBE or intent to have a DBE. The project is about restroom construction. Please respond to this E-mail or call me at (213) 247-4854 if you are interested.

Thank you.

Gerald Aquino
G A Construction
To: ABC Builders INC  
   License No. 995358

July 10, 2022

Hi sir,

I am proposing to submit bid into a project that required Disadvantage Business Enterprise (DBE). I am looking for a sub-contractor who has a DBE or intent to have a DBE. The project is about restroom construction. Please respond to this E-Mail or call me at (213) 247-4854 if you are interested.

Thank you.

Gerald Aquino  
G A Construction
To: Lunas Plumbing Inc

July 10, 2022

Hi sir,

I am proposing to submit bid into a project that required Disadvantage Business Enterprise (DBE). I am looking for a sub-contractor who has a DBE or intent to have a DBE. The project is about restroom construction. Please respond to this E-Mail or call me at (213) 247-4854 if you are interested.

Thank you.

Gerald Aquino
G A Construction
Hello,

We are proposing to submit a bid for the Vincent park restroom project. It requires a Disadvantage Business Enterprise (DBE) cert. We are looking for Masonry subcontractors who are DBE complaint or intend to be. The project consists of restroom and sidewalk construction.

If interested, please respond to this email or contact us at 213.247.4854 for more information.

With high regard,

Arvin Aquino
Hello,

We are proposing to submit a bid for the Vincent park restroom project. It requires a Disadvantage Business Enterprise (DBE) cert. We are looking for Masonry subcontractors who are DBE complaint or intend to be. The project consists of restroom and sidewalk construction.

If interested, please respond to this email or contact us at 213.247.4854 for more information.

With high regard,

Arvin Aquino
Hello,

We are prepping to submit a bid for the Vincent park restroom project. It requires a Disadvantage Business Enterprise (DBE) cert. We are looking for Masonry subcontractors who are DBE complaint or intend to be. The project consists of restroom and sidewalk construction.

If interested, please respond to this email or contact us at 213.247.4854 for more information.

With high regard,

Arvin Aquino
Hi Luis,

We are prepping to submit a bid for the Vincent park restroom project. It requires a Disadvantage Business Enterprise (DBE) cert. We are looking for Masonry subcontractors who are DBE complaint or intend to be. The project consists of restroom and sidewalk construction.

If interested, please respond to this email or contact us at 213.247.4854 for more information.

With high regard,

Arvin Aquino
Hello,

We are prepping to submit a bid for the Vincent park restroom project. It requires a Disadvantage Business Enterprise (DBE) cert. We are looking for Masonry subcontractors who are DBE complaint or intend to be. The project consists of restroom and sidewalk construction.

If interested, please respond to this email or contact us at 213.247.4854 for more information.

With high regard,

Arvin Aquino
Attachment No. 4
**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRMS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMAMIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGRATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
License # OL76860
Rock 10 Insurance Services
P O Box 15968
San Diego, CA 92175

**INSURED**
GA Builders LLC dba G A Construction
8542 Wakefield Ave
Panorama City, CA 91402

**CONTACT**
NAME:

PHONE (Area No. Ext): (866) 376-2510
FAX (Area No. Ext): (866) 376-2511

EMAIL: service@rock10insurance.com

**INSURER(S) AFFORDING COVERAGE**

| INSURER A | Atain Specialty Insurance | 17159 |
| INSURER B | United Financial Casualty Co. | 11770 |
| INSURER C | Nautilus Insurance Company | 17370 |
| INSURER D | Clear Spring Property and Casualty Company | 15563 |

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSN</th>
<th>TYPE OF INSURANCE</th>
<th>AMT SUBW</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>X CIP452022</td>
<td>10/24/2022</td>
<td>10/24/2023</td>
<td>1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>OCCUR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>GEN. AGGREGATE LIMIT APPLIES PER:</td>
<td>POLICY</td>
<td>X PRIOR</td>
<td>LOC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td>X 00500205-0</td>
<td>11/16/2022</td>
<td>5/16/2023</td>
<td>2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>OWNED AUTOS ONLY</td>
<td>SCHEDULED AUTOS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hired AUTOS ONLY</td>
<td>NO-OWNED AUTOS ONLY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>UMBRELLA LIABILITY</td>
<td>OCCUR</td>
<td>X AN1256706</td>
<td>8/18/2022</td>
<td>8/18/2023</td>
<td>3,000,000</td>
</tr>
<tr>
<td></td>
<td>EXCESS LIABILITY</td>
<td>CLAIMS-MADE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DED RETENTIONS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in HQ)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Y/N</td>
<td>Y</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DESCRIPTION OF OPERATIONS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**JEFFREY A. LEWIS**

Digitally signed by Jeffrey A. Lewis
Date: 2023.01.27 09:40:15 -08'00"

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Re: Vincent Park Restroom Project Phase 2, 700 Warren Lane, Inglewood, CA 90302

Additional insured status applies to City of Inglewood under the Commercial General Liability Policy subject to attached endorsements. 30-Day Notice of Cancellation applies to General Liability per attached endorsement.

Commercial Auto Additional Insured applies per attached endorsement. The Commercial Auto policy is primary and non-contributory as to the City of Inglewood regardless of whether Holder is a named insured of any other policy.

**SEE ATTACHED ACORD 101**

**CERTIFICATE HOLDER**

City of Inglewood
One Manchester Blvd
Inglewood, CA 90301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CPECKHAM

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
### ADDITIONAL REMARKS SCHEDULE

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>License # 0L78680</th>
<th>NAMED INSURED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rock 10 Insurance Services</td>
<td></td>
<td>GA Builders LLC dba G A Construction</td>
</tr>
<tr>
<td>POLICY NUMBER</td>
<td></td>
<td>8542 Wakefield Ave</td>
</tr>
<tr>
<td>SEE PAGE 1</td>
<td></td>
<td>Panorama City, CA 91402</td>
</tr>
<tr>
<td>CARRIER</td>
<td>SEE PAGE 1</td>
<td>NAIC CODE: SEE P 1</td>
</tr>
<tr>
<td>EFFECTIVE DATE</td>
<td>SEE PAGE 1</td>
<td></td>
</tr>
</tbody>
</table>

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Excess Liability follows General Liability only.

Owner(s) excluded from Workers' Compensation coverage. Workers' Compensation Waiver of Subrogation applies per attached endorsement.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED BY WRITTEN CONTRACT TO PERFORM SERVICES WITHIN THE TERMS AND CONDITIONS OF THIS POLICY TO WHICH THIS FORM IS ATTACHED.</td>
<td>LOCATIONS AS REQUIRED AND SPECIFIED BY WRITTEN CONTRACT FOR COMMERCIAL WORK OR RESIDENTIAL REMODELING ONLY. RESIDENTIAL &quot;NEW CONSTRUCTION&quot;, INCLUDING ANY SINGLE FAMILY DWELLINGS, DUPLEXES, THREE AND FOUR FAMILY DWELLINGS, TOWN-HOMES OR CONDOMINIUMS IS EXCLUDED ALONG WITH ANY APPURTENANCES AT SUCH PROPERTIES INCLUDING CLUBHOUSES, DETACHED GARAGES, DETACHED BUILDINGS AND SWIMMING POOLS. &quot;NEW CONSTRUCTION&quot; MEANS OPERATIONS THAT INVOLVE THE ORIGINAL CONSTRUCTION OF A BUILDING OR BUILDING UNIT.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
COMMERCIAL GENERAL LIABILITY
CG 20 33 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. “Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.
2. "Bodily injury" or "property damage" occurring after:
   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:
The most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<table>
<thead>
<tr>
<th>Endorsement Number</th>
<th>Inception Date</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10/24/2022</td>
<td>10/24/2023</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Endorsement Effective</th>
<th>Policy Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/17/2022</td>
<td>CIP452022</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Named Insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>G A CONSTRUCTION</td>
</tr>
</tbody>
</table>

SCHEDULE

Name of Additional Person(s) or Organization(s):  CITY OF INGLEWOOD
                                                  ONE MANCHESTER BLVD
                                                  INGLEWOOD, CA 90301

Location of Covered Operations:  700 WARREN LANE, INGLEWOOD, CA 90302

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the additional insured indicated in the Schedule under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and
(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Premium for this Endorsement:  $250  ☑ Fully Earned

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED TO WAIVE RIGHTS OF RECOVERY, PROVIDED SUCH AGREEMENT IS MADE IN WRITING AND PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
LOCATIONS AS REQUIRED BY SPECIFIC WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**IL0017 COMMON POLICY CONDITIONS**

**ADDITIONAL INSURED CANCELLATION NOTICE**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<table>
<thead>
<tr>
<th>Endorsement Number</th>
<th>Inception Date</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>10/24/2022</td>
<td>10/24/2023</td>
</tr>
</tbody>
</table>

Endorsement Effective  
11/22/2022

Policy Number  
CIP452022

Named Insured  
G A CONSTRUCTION

**Designated Person, Organization or Entity:**

CITY OF INGLEWOOD  
ONE MANCHESTER BLVD  
INGLEWOOD, CA 90301

If we cancel the policy we will mail written notice of cancellation to the designated person, organization or entity listed above at the address displayed giving the following number of days in advance of the date of cancellation but failure to do so shall impose no obligation or liability of any kind upon us, our agents, or our representatives.

A. 10 days before the effective date of cancellation for non-payment of premium; or

B. 30 days before the effective date of cancellation if we cancel for any other reason.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ROCK 10 INS SERVICES
PO BOX 10608, SAN DIEGO, CA 92175

CONTACT
NAME: Progressive Commercial Lines Customer and Agent Services
PHONE (AG, No, ext): 1-800-444-4487
FAX (AG, No): 
EMAIL ADDRESS: progressivecommercial@email.progressive.com

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A: United Financial Cas Co 11770

INSURED
GA BUILDERS LLC DBA GA CONSTRUCTION
8542 WAKEFIELD AVE
PANORAMA CITY, CA 91402

INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES
CERTIFICATE NUMBER: 753065023995186254D012623T162926
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL/ SUBR</th>
<th>WVWD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CLAIMS-MADE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>OCCUR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>GEN'L AGGREGATE LIMIT APPLIES PER:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>POLICY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>LOC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>OTHER:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>ANY AUTO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>OWNED AUTOS ONLY</td>
<td>X</td>
<td>SCHEDULED</td>
<td>Y N</td>
<td>0050020001</td>
<td>11/16/2022</td>
<td>05/16/2023</td>
</tr>
<tr>
<td></td>
<td>HIRED AUTOS ONLY</td>
<td></td>
<td>NON-OWNED</td>
<td>AUTOS ONLY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>UMBRELLA LIMIT</td>
<td></td>
<td>OCCUR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>EXCESS LIMIT</td>
<td></td>
<td>CLAIMS-MADE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DEED RETENTION $</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td></td>
<td>Y/N</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>AN/Y PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER/EXCLUDED?</td>
<td>Y/N</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Mandatory in RH)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DESCRIPTION OF OPERATIONS below</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 151, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF INGLEWOOD
ONE MANCHESTER BLVD
INGLEWOOD, CA 90301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
Additional Coverages

<table>
<thead>
<tr>
<th>Insurance coverage(s)</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uninsured/Underinsured Motorist</td>
<td>$2,000,000 Combined Single Limit</td>
</tr>
</tbody>
</table>

Description of Location/Vehicles/Special Items

Scheduled autos only

- 2011 TOYOTA TUNDRA 5TFEM5F13X034306
  - Uninsured Motorist Property Damage: $3,500
  - Comprehensive: $500 Ded
  - Roadside Assistance: Selected

Liability coverage may not apply to all scheduled vehicles.

Additional Information

This policy is primary and non-contributory as to the City of Inglewood regardless of whether Holder is a named insured of any other policy.
Additional insured endorsement

Name of Person or Organization
CITY OF INGLEWOOD
1 MANCHESTER BLVD
INGLEWOOD, CA 90301

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

Limit of Liability

<table>
<thead>
<tr>
<th></th>
<th>each person/</th>
<th>each accident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Damage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Combined Liability</td>
<td></td>
<td>$2,000,000 each accident</td>
</tr>
</tbody>
</table>

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 00500206

Issued to (Name of insured): GA BUILDERS LLC/GA CONSTRUCTION

Effective date of endorsement: 11/16/2022  
Policy expiration date: 05/16/2023

Form 1198 (01/04)
M_CL
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.025 % of the California workers' compensation premium otherwise due on such remuneration.

<table>
<thead>
<tr>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Person or Organization</td>
</tr>
<tr>
<td>ANY PERSON OR ORGANIZATION AS REQUIRED BY WRITTEN CONTRACT</td>
</tr>
</tbody>
</table>

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
<th>Endorsement Effective:</th>
<th>08/30/2022</th>
<th>Policy No.</th>
<th>CWC01106800</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insured</td>
<td>Aquino, Gerald (An Individual)</td>
<td>Insurance Company</td>
<td>Clear Spring Property and Casualty Company</td>
</tr>
</tbody>
</table>
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

POLICY INFORMATION PAGE ENDORSEMENT

The following item(s)

| ☑  | Insured’s Name (WC 89 06 01) | ☐  | Item 3.B. Limits (WC 89 08 12) |
| ☐  | Policy Number (WC 89 06 02)  | ☐  | Item 3.C. States (WC 89 06 13) |
| ☐  | Effective Date (WC 89 06 03)  | ☑  | Item 3.D. Endorsement Numbers (WC 89 06 14) |
| ☐  | Expiration Date (WC 89 06 04) | ☐  | Item 4.* Class, Rate, Other (WC 89 04 15) |
| ☐  | Insured’s Mailing Address (WC 89 06 05) | ☐  | Interim Adjustment of Premium (WC 89 04 16) |
| ☐  | Experience Modification (WC 89 04 06) | ☐  | Carrier Servicing Office (WC 89 06 17) |
| ☐  | Producer’s Name (WC 89 06 07)  | ☐  | Interstate/Intrastate Risk ID Number (WC 89 06 18) |
| ☐  | Change in Workplace of Insured (WC 89 06 08) | ☐  | Carrier Number (WC 89 06 19) |
| ☐  | Insured’s Legal Status (WC 89 06 10) | ☐  | Issuing Agency/Producer Office Address (WC 89 06 25) |
| ☐  | Item 3.A. States (WC 89 06 11)  | ☐  |  |

Is changed to read:

Insured’s name is amended to read: GA Builders LLC.
FEIN is amended to read: 883762142.
Entity is amended to read: Limited Liability Company.
Officer coverage is amended as follows: Gerald Aquino - Excluded.

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Title</th>
<th>Ownership %</th>
<th>State</th>
<th>Included/Excluded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gerald</td>
<td>Aquino</td>
<td>Managing Member</td>
<td>100</td>
<td>CA</td>
<td>Excluded</td>
</tr>
</tbody>
</table>

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
The information below is required only when this endorsement is issued subsequent to preparation of the policy.

Endorsement Effective: 08/30/2022
Policy No.: CWC01106800
Endorsement No.: 1
Insured: GA Builders LLC
Insurance Company: Clear Spring Property and Casualty Company