



CITY OF COMPTON
DEPARTMENT OF PUBLIC WORKS

**Request for Bids Proposal
For
ROAD REPAIR SERVICE
(ROAD REPAIR SERVICES- REMOVE AND REPLACE)**

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City Manager

07/31/2024

John D. Strickland, Jr., Director of Public Works
City of Compton, 205 South Willowbrook Ave., Compton, CA 90220

Date

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SECTION A. NOTICE INVITING SEALED BIDS

**CITY OF COMPTON
PUBLIC WORKS DEPARTMENT
“NOTICE INVITING BIDS”**

SEALED BIDS will be received at the office of the City Clerk, City of Compton, 205 South Willowbrook Avenue, Compton, CA 90220 on or before **August 29, 2024 at 10:00 am**, opened and read in the City Clerk’s Office, 205 South Willowbrook Avenue, Compton, CA 90220. The bid package will be available online at www.comptoncity.org on **August 7, 2024**.

All Bids shall be enclosed in a sealed envelope addressed to:

**City Clerk, City of Compton
205 South Willowbrook Avenue
Compton CA 90220**

And marked outside with:

**“Request for Bids Proposal for ROAD REPAIR SERVICES
(ROAD REPAIR SERVICES- REMOVE AND REPLACE)”**

The proposed work shall be performed in accordance with the contract specifications and other contract documents as specified herein and shall consist of the following general work descriptions: to provide **ROAD REPAIR SERVICES (ROAD REPAIR SERVICES - REMOVE AND REPLACE)** in the City of Compton. If you need additional information, please contact John Strickland at (310) 605-5505.

The CITY reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsible bidder and reject all other bids; to waive any informality in the bidding; and to accept any bid or portion thereof; and to take all bids under advisement for a period of Ninety (90) calendar days. Bids will be compared on the basis of the engineer's estimate of the quantities of the several items of work as shown on the Bid Sheets. Only such plans, specifications, and items of work as are appropriate shall apply to the work as bid.

At the time of contract award, the contractor shall possess a Class A Contractor's License or a combination of Specialty Contractor's License(s) adequate to perform the work herein described. All subcontractors shall have equivalent licenses for their specific trades. The contractor and all subcontractors shall have a valid City of Compton business license prior to commencing work.

Each bid must conform and be responsive to this notice and shall be made on the official forms furnished in the Instructions to Bidders. Each bid must be accompanied by a certified or cashier's check, or by a corporate surety bond on the form furnished by the CITY, as a guarantee that the bidder will, if an award is made to him in accordance with the terms of their bid, promptly secure workmen's compensation insurance and liability insurance, execute a contract in the required form, and furnish satisfactory bonds for the faithful performance of the contract and for the payment of claims of material and laborers thereunder. Said check or bidder's bond shall be in an amount not less than 10 percent of the amount of the bid. The Performance Bond shall be not less than 100 percent of the total amount of the bid price named in the contract. The Payment Bond shall be not less than 100 percent

of the total amount of the bid price named in the contract. The CITY reserves the right to reject any bond if, in the opinion of the CITY Attorney, the Surety's acknowledgment is not in the form included in the contract documents or in another form substantially as prescribed by law.

Minimum wage rates for this project have been predetermined by the Secretary of Labor. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates as determined by the State for similar classifications of labor, the Contractor and their subcontractors shall pay not less than the higher wage rate.

In accordance with provisions of Section 1773.2 (amended 1977) of the California Labor Code copies of the prevailing rate of per diem wages as determined by the State Director of Industrial Relations and are available at the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed. Copies of the prevailing wage rates are on file with the City and available upon request.

The City of Compton hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business and Women's Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, or national origin in consideration for an award.

The Contract Documents call for monthly progress payments based upon the Engineer's estimate of the percentage of work completed. The CITY will retain 5 percent of each progress payment as security for completion of the balance of the work. At the request and expense of the successful bidder, the City will pay the amounts so retained upon compliance with the requirements of Government Code Section 4590 and the provisions of the Contract Documents pertaining to the Substitution of Securities.

Vernell McDaniel
City Clerk

PUBLISH: August 07, 2024
August 14, 2024
August 21, 2024

SECTION B. INSTRUCTIONS TO BIDDERS

B -1. Proposal Forms

All proposals must be made upon the forms provided by the City. In case of disagreement between the unit prices and the total amounts, the unit prices and corrected totals will be considered as representing the bidder's intentions. All proposals must be completely filled out.

Bids shall be submitted only on the forms attached hereto and shall be enclosed in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted.

B -2. Proposal Guaranteed (Bid Bond)

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

B -3. Delivery of Proposal

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the City's designated official prior to the bid opening hour stipulated in the "Notice Inviting Sealed Bids." Late proposals will not be considered.

Proposals shall be enclosed in a sealed envelope plainly marked as noted in "Notice Inviting Sealed Bids" Section.

B -4. Examination of Site of Work and Contract Documents

The bidder shall examine carefully the site of the work contemplated and the plans, specifications and contract documents. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the plans, specifications and contract documents.

B -5. Addenda and Interpretations

Any explanation desired by the bidders regarding the meaning or interpretation of any of the Contract Documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time set for opening of Bids. Any such explanations or interpretations will be made in the form of addenda to the documents and will be furnished to all bidders who shall submit all addenda with their Bids. Neither the Inspector nor any representative of the City is authorized to give oral explanations or interpretations of Contract Documents, and a submission of a Bid constitutes agreement by the bidder that it has placed no reliance on any such oral explanation or interpretation. However, the Engineer may, upon inquiry by bidder, orally direct the bidder's attention to specific provisions of the Contract Documents which cover the subject of the inquiry.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the plans, specifications and/or contract documents which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), no later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents. Technical questions shall be in writing and should be directed to:

Attn: John Strickland
City of Compton
Public Works, Engineering
205 South Willowbrook Ave., Compton, CA 90220
Phone: (310) 605-5505
Email: jstrickland@comptoncity.org

B -6. Irregular Proposals

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

B -7. Taxes

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

B -8. Relief of Bidders

Attention is directed to the provisions of Government Code Sections 14350 to 14353, inclusive (State Contract Act), concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in his/her bid, the bidder shall give the City written notice within five days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

B -9. Disqualification of Bidders

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder.

No contract will be executed unless the bidder is licensed in accordance with the provisions of the State Business and Professions Code.

B -10. Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not.

Any Bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and Contract Documents, and to full compliance therewith.

B -11. Bid Protest

Any protest of the proposed Project award must be submitted in writing to the City no later than 5:00 PM on the third business day following the date of the bid opening. Bid protests are to be delivered to the following address: City Clerk, 205 South Willowbrook Ave., Compton, CA 90220

The protest must contain a complete statement of the basis for the protest.

- a. The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.
- b. The party filing the protest must concurrently transmit a copy of the protest to the proposed awardee and provide evidence to the City of that transmittal.
- c. The party filing the protest must have actually submitted a bid for the Project. A subcontractor of a party filing a bid for the Project may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- d. The procedure and time limits set forth in these Instructions to Bidders are mandatory and are the bidders' sole and exclusive remedy in the event of a bid protest. Any bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing of a challenge of the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
- e. The City shall review all timely protests prior to award of the Project. The City shall not be required to hold an administrative hearing to consider any protests, but may do so at its option. At the time of the City Council's consideration of the Project award, the City Council shall also consider the merits of any timely protests. The City Council may either reject the protest and award to the lowest responsible bidder or accept the protest and award the bid to the next lowest responsible bidder. Nothing in this section shall be construed as a waiver of the City Council's right to reject all bids.

B -12. Award of Contract

Following a review of the bids, the City shall determine whether to award the contract or to reject all bids. The award of contract, if made, will be to the lowest responsible Bidder as determined solely by the City. The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within 30 days after the opening of proposals. If the lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsible bidder. Such award, if made, will be made within 45 days after the opening of bids. If the second lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the third lowest responsible bidder

At the time of contract award, the successful Bidder shall hold a Class A Contractor's License or a combination of Specialty Contractor's License(s), as required to perform the work, issued by the State of California. Additionally, the City reserves the right to reject any or all proposals, accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", all as may be made until all necessary investigations are

made as to the responsibility and of the Bidder to whom the award is contemplated.

No bidder may withdraw his/her proposal for a period of Ninety (90) Days after the time set for opening thereof. However, the City will return all proposal guarantees within ten (10) days after the award of the contract or rejection of the bids, as the case maybe, to the respective bidders whose proposals they accompany.

B -13. Contract Bonds

The successful bidder shall comply with the provisions of Subsection 3-1.05 of the State Standard Specifications, and section 3247 and 3249 of the California Civil Code. The successful bidder shall furnish a Payment bond and a Performance bond. Each bond is to be executed in a sum equal to one hundred percent (100%) of the contract price. All bonds must be executed by a corporate surety licensed to conduct business in the state of California. Personal securities will not be accepted.

The bidder's bond shall conform to the bond form provided by the City. in the Bid Proposal section.

B -14. Execution of Contract

The successful bidder will be notified in writing by the City of the award of the Contract. Accompanying the City's Notice of Award will be the Contract, in duplicate, which the successful bidder will be required to execute and return, together with the Performance and Payment Bonds, and the required certificates and policies of insurance together with the required endorsements thereto (or equivalent) for the Contractor, the workers' compensation certificate, and all other requested documents to the City within ten (10) calendar days following receipt of such Notice of Award. Failure to do so shall be just cause for annulment of the award and for forfeiture of the Bid Bond which shall be retained as liquidated damages, and it is agreed that the bond sum is a fair estimate of the amount of damages that the City will sustain by reason of such failure.

The City will promptly determine whether such Contract, Bonds and insurance are as required by the Contract Documents, and upon such determination will forward a fully executed copy of the Contract and a Notice to Proceed with the work to the successful bidder. Signature by both parties constitutes execution of the Contract. In the event of failure of the lowest responsible bidder to sign and return the Contract with acceptable Bonds and insurance as prescribed herein, the City may award the Contract to the next lowest responsible bidder, and, in the event that bidder fails to sign and return the Contract with acceptable Bonds and insurance, the City may award the Contract to the then next lowest responsible bidder, etc.

B -15. Time of Completion and Liquidated Damages

Attention is directed to the provisions in Section 8 "Prosecution and Progress" of the State Standard Specifications and these provisions.

The Contractor shall begin work after the contract has been approved by the City attorney and only after written notice to proceed with work has been issued by the City. The Contractor shall then have ten (10) calendar days after receipt of written notice to proceed to begin work. The counting of contract days will begin ten (10) calendar days from the time the Contractor receives the Notice to proceed or when Contractor starts work, whichever comes first.

This work shall be diligently prosecuted to completion before the expiration of **180 WORKING DAYS.**

Contractor shall pay to the City as liquidated damages the amount of \$1,000.00 per day, for each and every calendar day(s) delay in finishing the work in excess of the number of working days specified. The parties expressly agree that determining the exact amount of actual daily damage would be difficult to fix in advance and that after reasonable negotiation, this amount is reasonable under the circumstances existing at the time the Contract is made.

B -16. Public Liability, Automobile Liability, and Workman's Compensation Insurance.

Insurance Requirements

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/her agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid.

Contractor shall indemnify and hold harmless City and its officers, official, 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 in 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 negligence, sole negligence, or willful misconduct of the City.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01 11 88).
2. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for all risks of loss.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury and property damage.
4. Course of Construction: Completed value of the project.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor

shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability 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 insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and 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. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance 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 be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

B -17. Employment of Apprentices

Pursuant to Labor Code Section 1777.5, all contractors shall file with the appropriate Joint Apprenticeship Training Committee, a DAS-140 form registering to train apprentices. This requirement to register to train apprentices is mandated by Section 1777.5 whether or not you are

signatory to or a party of any approved training program. Only those programs approved by the California Apprenticeship Council are applicable to accept DAS-140 registration forms.

If the contractor is approved to train apprentices, then apprentices must be called in a ratio not less than one apprentice hour for each five journeyman hours.

However, if the entire contract may be completed within 20 working days or the entire contract (nor subcontracts) is less than thirty thousand (\$30,000), then the contractor is exempt from requesting apprentices under Labor Code Section 177.5.

In addition, all contractors are required to make appropriate training contributions as set forth in the prevailing wage determination to each appropriate JATC, or in the alternative, to the California Apprenticeship Council. Payments shall be made not less than monthly, calculated and paid by the fifteenth of each month, for work performed that prior month.

The address for the applicable Joint Apprenticeship Training Committee and for the California Apprenticeship Council can be obtained by calling the Division of Apprenticeship Standards.

B -18. Workers Compensation Certificate

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the State Labor Code, the contractor shall sign a Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to City along with the other required contract documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

B -19. Labor Code

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general provisions rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of workman needed to execute the contract from the State Director of the Department of Industrial Relations. These rates are on file with the Clerk of the City of Compton, and copies will be made available to any interested party on request. It shall be the responsibility of the prime Contractor to comply with all applicable sections of the Labor Code.

Travel and subsistence payments to each workman needed to execute the work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

The Contractor shall comply with the provisions of Section 1774 of the Labor Code. Failure to comply with the subject section will subject the Contractor to penalty and forfeiture provisions of Section 1775 of the Labor Code.

Pursuant to the provisions of Section 1770 of the Labor Code, the general prevailing rate of wages has been ascertained (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday,

Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate or the Federal Minimum Wage Rate (whichever is greater) as set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his/her bid, and will not under any circumstances be considered as the basis of a claim against the City on the contract.

The Contractor and subcontractors shall comply with Section 1777.6 which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

B -20. Certified Payrolls

All contractors shall keep weekly payroll records, which shall be certified under penalty of perjury to record the proper payment of prevailing wages for each public works project. The City will accept computer printouts (which are then certified) in lieu of the standard form so long as the computer printout provides all of the same information as required on the certified payroll form.

Failure to provide the certified payrolls within 10 days of a written deficiency notice from the City will result in a penalty of \$25.00 per day per worker for each day of violation. Labor Code Section 1776.

The City maintains the right to withhold any and all funds due a contractor and/or his/her subcontractors in the event that certified payrolls are not maintained and provided to the City upon request.

B -21. Penalties

Failure to pay the appropriate prevailing wage can result in penalties being assessed as follows:

- a. Up to \$50.00 per day per worker for each and every violation; and,
- b. debarment from future public works for a period not to exceed three years.
- c. \$25.00 per day per worker for each failure to comply with the payment of overtime for all hours worked in excess of 8 in one day or 40 in one week.

Failure to register to train apprentices or failure to pay the appropriate training contribution can result in penalties being assessed as follows:

- a. \$50.00 per day for each day of violation; and,
- b. debarment from future public works for a period not to exceed three years.

B -22. Prohibition Against Employment Discrimination

All contractors shall employ workers without regard to race, gender, marital status, ethnicity, religion, age or medical condition as set forth in the California Labor Code Section 1777.6; the Government Code, Title VII of the Civil Rights Act and the Civil Rights Act of 1991.

B -23. Clayton Act and Cartwright Act

In accordance with Section 7103 of the Public Contract Code, in entering into a public works contract

or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, and interest in and 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, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

B -24. Subletting and Subcontracting

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime Contractor's total bid or \$10,000, whichever is greater. Failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work. It is the City's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

B -25. Substitution of Securities

In conformance with the State of California Government Code, Chapter 13, Section 4590, the Contractor may substitute securities for any monies withheld by the Agency to performance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a State or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon notification by the City of Contractor's satisfactory completion of the contract.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

SECTION C. BIDDER'S PROPOSAL

POTHOLE REPAIR SERVICE

BIDDER SHALL SUBMIT ALL FORMS UNDER SECTION C. BIDDER'S PROPOSAL AS PART OF THE BID. FAILURE TO DO SO WILL RESULT IN A NON-RESPONSIVE BID.

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: **AREA CODE ()** _____

FAX NO: **AREA CODE ()** _____

CONTRACTOR LICENSE NO. _____

The work for which this proposal is submitted is for construction in conformance with the Contract Bid Documents (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the Plans, Specifications and Contract Documents as specified within.

The contract bid documents for the work to be done are entitled:

ROAD REPAIR SERVICES (POTHOLE REPAIR)

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the *CITY OF COMPTON'S* Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *CITY OF COMPTON*, and that discretion will be exercised in the manner deemed by the *CITY OF COMPTON* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY OF COMPTON* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the *CITY OF COMPTON*, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

BID ITEM LIST

POTHOLE REPAIR

No.	ITEM	QTY	UNITS	UNIT COSTS	AMOUNT
1	Pothole Preparation	40,000	Per S.Y.	\$ _____	
2	Asphalt Installation	10,000	Tons	\$ _____	
3	Adjust Sewer Manholes	12	Each	\$ _____	

TOTAL BID COSTS: \$ _____

TOTAL BID AMOUNT (in written words): _____

SCHEDULE OF PERFORMANCE

To be Completed based on the Contractors Plan(s) and Schedule(s). Contractor shall perform all services timely in accordance with the following schedule: **180 Working Days**

LIST OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Name:

Address:

License No. and Class:

Dollar Value and Percent of
Total Contract:

Specific Items of Work:

Subcontractor Name:

Address:

License No. and Class:

Dollar Value and Percent of
Total Contract:

Specific Items of Work:

Subcontractor Name:

Address:

License No. and Class:

Dollar Value and Percent of
Total Contract::

Specific Items of Work:

Subcontractor Name:

Address:

License No. and Class:

Dollar Value and Percent of
Total Contract:

Specific Items of Work:

Subcontractor Name:

Address:

License No. and Class:

Dollar Value and Percent of
Total Contract:

Specific Items of Work:

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares

under penalty of perjury under the laws of the State of California that the bidder has ___ , has not ___ been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

Yes _____ No _____

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

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF COMPTON
PUBLIC WORKS DEPARTMENT

In conformance 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 Proposal. Signing this Proposal 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.

REFERENCES

The following are the names, addresses, and phone numbers for three (3) public agencies for which BIDDER has performed similar work within the past two years:

Agency Name:

Contact Name:

Contact Phone:

Address:

Description of Work:

Agency Name:

Contact Name:

Contact Phone:

Address:

Description of Work:

Agency Name:

Contact Name:

Contact Phone:

Address:

Description of Work:

BID PROPOSAL SIGNATURE AND NOTARY SEAL

Accompanying this proposal is _____

(NOTICE: INSERT THE WORDS "CASH(\$ _____)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE *If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.*

Licensed in conformance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addenda number/s _____

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____



Signature and Title of Bidder – **This must be Notarized**

Business Address _____

Place of Business _____

Place of Residence _____

BID BOND

ROAD REPAIR SERVICES

KNOW ALL MEN BY THESE PRESENTS that _____, as BIDDER, and _____ as SURETY, are held and firmly bound unto the City of Compton, as AGENCY, in the penal sum of _____, \$ _____), which is ten percent (10%) or more of the total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

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

In the event suit is brought upon this bond by AGENCY and judgment is recovered, the Surety shall pay all costs incurred by the AGENCY in such suit, including reasonable attorney’s fee to be fixed by the Court.

WITNESS our hands this _____ day of _____, 2024.

CONTRACTOR (CORPORTATION) – TYPE

(SEAL)

By: _____
President

By: _____
Secretary/Treasurer

Subscribed and sworn to before me
this _____ day of _____, 2024.

(SEAL)

Signature of Notary Public

(SEAL)

(SEAL)

SURETY'S NAME – TYPE

Mailing Address

By: _____
Name (print)

Signature

Title

Subscribed and sworn to before me
this _____ day of _____, 2024.

Signature of Notary Public

(SEAL)

SECTION D. CONTRACT AGREEMENT

**CITY OF COMPTON
CONTRACT AGREEMENT**

THIS AGREEMENT, made and concluded, in duplicate, _____ ,
between the City of Compton thereof, party of the first part,
and _____ Contractor, party of the second part.

ARTICLE I.--WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the 2 bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his/her own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the City of Compton, the work described in the contract documents, including the Notice Inviting Sealed Bids, Instructions to Bidders, This Proposal, General Specifications, Standard Specification, General Provisions, Special Provisions, Plans, Drawings, and all referenced specification, details, together with this Agreement, including any and all addenda amending or extending the work contemplated, and all modifications and amendment thereto. thereto, and also in conformance with the California Department of Transportation 2010 Standard Plans and Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The contract documents and project plans for the work to be done are entitled:

ROAD REPAIR SERVICES

ARTICLE II.--The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.--The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV.--By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.--And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the *CITY OF COMPTON, PUBLIC WORKS DEPARTMENT*, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

(INSERT APPROVED BID LIST)

IN WITNESS WHEREOF, The parties to these presents have here-unto set their hands the year and date first above written

CITY OF COMPTON
A municipal corporation

By _____
Willie A. Hopkins, Jr., City Manager

CONTRACTOR

By _____

Print name and title

Approved and certified as being in conformance with the requirements of the State Contract Act.

By _____
Eric J. Perrodin, City Attorney

Approved Effective _____

NOTE: ALL SIGNATURES OF "CONTRACTOR" MUST BE NOTARIZED. (IF CORPORATION, TWO NOTARIZED SIGNATURES – PRESIDENT OR VICE PRESIDENT AND SECRETARY – AND CORPORATE SEAL OF CONTRACTOR REQUIRED)

CITY OF COMPTON
FAITHFUL PERFORMANCE BOND
FOR

ROAD REPAIR SERVICE

KNOW ALL MEN BY THESE PRESENTS that, _____ as CONTRACTOR, and _____, as SURETY, are held and firmly bound unto the **City of COMPTON**, as AGENCY, in the penal sum of _____ dollars (\$_____), which is one hundred (100%) of the total contract amount for the above stated project, for the payment of which sums, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY.

WITNESS our hands this _____ day of _____, 2024.

CONTRACTOR (CORPORATION) – TYPE

(SEAL)

By: _____
President

By: _____
Secretary/Treasurer

SURETY'S NAME – TYPE

MAILING ADDRESS (SURETY)

BY: _____
Name

Title

(SEAL)

**NOTE: SIGNATURES OF CORPORATE OFFICIALS AND SURETY MUST BE
NOTARIZED, ATTACH JURAT.**

BOND APPROVED AS TO FORM:

Eric J. Perrodin, City Attorney

CITY OF COMPTON
PAYMENT BOND
FOR

ROAD REPAIR SERVICES

KNOW ALL MEN BY THESE PRESENTS that, _____
as CONTRACTOR, and _____,
as SURETY, are held and firmly bound unto the City of COMPTON, as AGENCY, in the penal
sum of _____ dollars
(\$_____), which is one hundred percent (100%) of the total contract amount
for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree
to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has
been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the
above stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material
of any kind used in the performance of the work to be done under said contract, or fails to submit
amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY
will pay for the same in an amount not exceeding the sum set forth above, which amount shall
insure to be the benefit of all persons entitled to file claims under the State Code of Civil Procedures;
provided that any alterations in the work to be done, materials to be furnished, or time for
completion made pursuant to the terms of the contract documents shall not in any way release either
CONTRACTOR or SURETY, and notice of said alterations is hereby waived by SURETY.

WITNESS our hands this _____ day of _____, 2024.

CONTRACTOR (CORPORATION) – TYPE

(SEAL)

By: _____
President

By: _____
Secretary/Treasurer

SURETY'S NAME – TYPE

MAILING ADDRESS (SURETY)

BY: _____
Name

Title

(SEAL)

**NOTE: SIGNATURES OF CORPORATE OFFICIALS AND SURETY MUST BE
NOTARIZED, ATTACH JURAT.**

BOND APPROVED AS TO FORM:

Eric J. Perrodin, City Attorney

COMPENSATION INSURANCE CERTIFICATE

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

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

Contractor

By: _____
(PRINT)

(SIGNATURE)

Title

Date

Section 3700 of the State Labor Code reads as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, this may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his/her employee."

COMPENSATION INSURANCE CERTIFICATE

TO BE SUBMITTED WITH CONTRACT

SECTION E. GENERAL PROVISIONS

E -1. DESCRIPTION OF WORK AND GENERAL PROCEDURES

E -1.1. General

The standard specifications for this project shall be based on the “Greenbook”, latest edition, and “CALTRANS Standard Plan”, latest edition, except as amended by these bid and contract documents.

In case of conflict between (2)-two or more applicable standards, the more stringent requirement shall apply, except when the City makes an exception. The City has the right to make such exception at its discretion, and the CONTRACTOR shall provide reasonable cost discount if the City decides to implement the lesser stringent option.

E -1.2. Emergency Information

The names, addresses and telephone numbers of the CONTRACTOR and SUBCONTRACTORS, or their representatives, shall be filed with the Engineer and the City Police Department prior to beginning work.

E -1.3. Scope of the Work covered by Contract Documents

The work to be done consists of furnishing all labor, materials, tools, equipment and incidental for the construction, complete in place, of those items as shown in the bid and contract documents.

E -1.4. Contractor’s Duties

Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.

E -1.5. City of Compton License and Permit

The CONTRACTOR shall obtain a City Business License (CONTRACTOR shall pay for it) and a no-fee Construction Permits before commencing construction.

E -1.6. Allotted Working Space

The CONTRACTOR shall be responsible for storing their materials and equipment as necessary. The City will not allow keeping equipment, materials, vehicles, removed items, debris, etc., within public right-of-way.

E -1.7. Maintenance of Existing Improvements

The CONTRACTOR shall protect and maintain all existing improvements to remain in place. CONTRACTOR shall notify the Public Works Director or his/her designee of any damage to any existing improvements as soon as practical. CONTRACTOR shall repair any damage caused by his/her operation to existing improvements at no cost or extra burden to the City.

E -1.8. Survey and Layout

CONTRACTOR shall perform all survey and layout work.

E -1.9. Discrepancies in the Bid and Contract Documents

Any discrepancies, conflicts, errors or omissions found in the Bid and Contract Document shall be promptly reported in writing to the Public Works Director or his/her designee, who will issue a correction in writing. The CONTRACTOR shall not take advantage of any such discrepancies, conflicts, errors or omissions, but shall comply with any corrective measures regarding the same prescribed by the Public Works Director or his/her designee, and no additional payment or time shall be allowed therefore, except as provided in the Standard Specifications.

If discrepancies are discovered, and no specific interpretation is issued prior to the bidding, the decision regarding this interpretation shall rest with the Public Works Director or his/her designee. The CONTRACTOR shall be compelled to act on the Public Works Director or his/her designee's decision as directed. In the event the installation is not in compliance with the direction of the Public Works Director or his/her designee, the installation shall be corrected by and at the expense of the CONTRACTOR at no additional cost to the City.

In case of such discrepancies, it is assumed that the bid included the cost for implementing/constructing the discrepancy that would have the highest dollar value.

E -1.10. Errors and Omissions

If the CONTRACTOR, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the City's field work, it shall immediately inform the Public Works Director or his/her designee. The Public Works Director or his/her designee shall promptly review the matter, and if he/she finds an error or omission has been made, he/she shall determine the corrective actions and advise the CONTRACTOR accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the City shall issue an appropriate Change Order. After discovery of an error or omission by the CONTRACTOR, any related work performed by the CONTRACTOR shall be done at its risk unless authorized by the Public Works Director or his/her designee.

E -1.11. Order of Precedence of Bid and Contract Documents

In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

- a. Contract
- b. Specifications
- c. Drawings

Within the Specifications the order of precedence is as follows:

- a. Addenda/Change Orders
- b. Special Specifications
- c. Instructions to Bidders
- d. Notice to CONTRACTORS
- e. Standard Drawings
- f. Referenced Standard Specifications

With reference to the Drawings the order of precedence is as follows:

- a. Figures govern over scaled dimensions
- b. Detail drawings govern over general drawings
- c. Addenda/Change Order drawings govern over Contract Documents
- d. Contract Documents govern over standard drawings
- e. Contract Drawings govern over shop drawings

E -1.12. Notice to Proceed

Notwithstanding any other provisions of the Contract, the CONTRACTOR shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the CONTRACTOR prior to issuance of a Notice to Proceed. The City's knowledge of work being performed prior to issuance of the Notice to Proceed shall not obligate the City to accept or pay for such work. The CONTRACTOR shall provide all required contract bonds and evidences of insurance prior to commencing work at the site.

E -1.13. Contract Time/Project Schedule

The CONTRACTOR shall submit a Construction Schedule to the City prior to beginning construction. No work may be started until the Schedule has been approved in writing. The work shall be scheduled to assure that construction will be completed within the specified time. The CONTRACTOR shall be held responsible for coordination of all phases of the operation so that the time schedule can be met.

If the CONTRACTOR desires to make a major change in its method or operations after commencing construction or if its Schedule fails to reflect the actual progress, the CONTRACTOR shall submit to the City a revised Construction Schedule. Said Schedule shall be submitted in advance of beginning revised operations or within two (2) working days after notification by the City, as appropriate. The City may suspend all progress payments if the CONTRACTOR fails to comply.

The CONTRACTOR shall submit evidence to the City that all materials have been purchased within the required time necessary to start construction.. The date construction shall begin will be specified in a Notice to Proceed from the City.

Except as otherwise provided in the Special Provisions, working hours in traffic lanes will be restricted to between the hours of 8:00 AM and 5:00 PM, and, except as otherwise stated in the Special Provisions or approved by the Public Works Director or his/her designee.

During periods when weather or other conditions are unfavorable for construction, the CONTRACTOR shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose acceptable quality or efficiency will be affected by any unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the CONTRACTOR and the City that the Contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

E -1.14. Delay in Obtaining Materials

No extension of time will be granted for a delay caused by the inability to obtain materials unless the CONTRACTOR either obtains advance written approval from the Public Works Director or his/her designee or obtains from the supplier and furnishes to the Engineer documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather conditions necessitating the cessation of work, or other similar action of the elements. The CONTRACTOR is required to order materials in a timely manner to carry out the contract work.

E -1.15. Record Drawings

CONTRACTOR shall show, provide and record a complete "As Built" records set of blue line prints showing changes from the original drawings and specifications and the exact "as built" locations, sizes and types of equipment. Prints for this purpose may be obtained from the City. CONTRACTOR shall keep this set of drawings on the site available at all times for inspection. These drawings shall be kept up to date as the work progresses and as necessary by CONTRACTOR. Before the date of the final inspection, CONTRACTOR shall provide the "as built" prints to the City.

E -1.16. Inspection and Testing

The Public Works Director or his/her designee will make, or have made, such inspections and tests as he deems necessary to see that the work is being accomplished in accordance with the requirements of the Contract. In the event such inspections or tests reveal noncompliance with the requirements of the Contract, the CONTRACTOR shall bear the cost of such corrective measures deemed necessary by the Public Works Director or his/her designee, as well as the cost of the subsequent reinspection and retesting. It shall be understood and agreed that the inspection or making of tests shall not constitute an acceptance of any portion of the work nor relieve the CONTRACTOR from compliance with the terms of the Contract.

It shall be the CONTRACTOR's responsibility to obtain Inspection in a timely manner prior to proceeding with any phase of construction. The CONTRACTOR shall neither allow nor cause any of its work to be covered or enclosed until it has been inspected, tested and approved by the Public Works Director or his/her designee.

Standard inspections shall be requested by the CONTRACTOR at least twenty-four (24) hours in advance of an anticipated inspection.

Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the City and used in the work thus removed, shall be borne by the CONTRACTOR, regardless of whether the work removed is found to be defective or not.

E -1.17. Sanitary Conditions

The Inspector may from time to time prescribe rules and regulations for maintaining sanitary conditions along the work and the CONTRACTOR shall enforce observance of the same by its employees and the employees of the SUBCONTRACTOR, and, if the CONTRACTOR fails to enforce these rules and regulations, the Inspector shall have the authority to enforce them.

E -1.18. Sound Control

Sound control shall comply with Chapter 19A of the City of COMPTON Municipal Code and these Special Provisions.

The noise level from the CONTRACTOR's operations between the hours of 9:00 p.m. and 6:00 a.m. shall not exceed 86 dbA at the distance of 50 feet. This requirement in no way relieves the CONTRACTOR from responsibility for complying with local ordinances regulating noise levels.

Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the CONTRACTOR. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

E -1.19. Air Pollution and Dust Control

The CONTRACTOR shall adhere strictly to Section 7-8.1 and Section 7-8.2 of the Standard Specifications throughout this entire project.

E -1.20. Water Pollution Control

The CONTRACTOR shall adhere strictly to Sections 7-8 and 7-10 of the Standard Specifications through the entire project. The CONTRACTOR, without limitation, shall be responsible to provide and implement Best Management Practices to comply with National Pollution Discharge Elimination System (NPDES) standards and practices. The CONTRACTOR shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. CONTRACTOR shall be responsible to be prepared to provide hay bales or similar devices to prevent erosion from being washed into the storm drain system. CONTRACTOR shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The CONTRACTOR and its Surety shall fully indemnify the City for any pollution damage and/or cleaning costs.

All construction on off-site or on-site improvements shall adhere to NPDES (National Pollution Discharge Elimination System) Best Management Practices to prevent deleterious materials or pollutants from entering the City or County storm drain systems.

The following are the areas to be addressed where applicable:

1. Handle, store and dispose of materials properly.
2. Avoiding excavation and grading activities during wet weather.
3. Construct diversion dikes and drainage swales around working sites.
4. Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
5. Develop and implement erosion control plans.
6. Check and repair leaking equipment away from construction site.
7. Designate a location away from storm drains for refueling.
8. Cover and seal catch basins whenever working in their vicinity.
9. Use vacuum with all concrete sawing operations.
10. Never wash excess material from aggregate, concrete or equipment onto a street
11. Catch drips from paver with drip pans or absorbent material.
12. Clean up all spills using dry methods.
13. Sweep all gutters at the end of each working day. Gutters shall be kept clean after leaving construction site.

14. Call 911 in case of a hazardous spill.
15. Keep a running log of all activities in connection with the Storm Water Pollution Prevention Plan (SWPPP) where applies
16. If SWPPP is required, Name a person, on site, responsible for complying with SWPPP

Best Management Practices (BMPs). Best Management Practices shall be defined as any program, technology, process, site criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The CONTRACTOR shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the County Regional Best Management Practices Handbook for Construction Activities.

The CONTRACTOR shall have a minimum of two (2) readily accessible copies of each publication on the Work site at all times.

The CONTRACTOR shall implement the following BMPs in conjunction with the construction operation and activities:

CONSTRUCTION PRACTICES

Water Conservation Practices
Dewatering
Paving Operations
Structure Construction and Painting

MATERIAL MANAGEMENT

Material Delivery and Storage
Material Use
Spill Prevention and Control

WASTE MANAGEMENT

Solid Waste Management
Hazardous Waste Management
Contaminated Soil Management
Concrete Waste Management
Sanitary/Septic Waste Management

VEHICLE AND EQUIPMENT MANAGEMENT

Vehicle and Equipment Cleaning
Vehicle and Equipment Fueling
Vehicle and Equipment Maintenance

VEGETATIVE STABILIZATION

Scheduling
Preservation of Existing Vegetation
Temporary Seeding and Planting
Mulching

PHYSICAL STABILIZATION

Geotextiles and Mats
Soil Stabilizer/Dust Control
Temporary Stream Crossing

Stabilized Construction Roadway
Stabilized Construction Entrance

RUNOFF DIVERSION

Sodding
Grass Plugging
Vegetative Buffer strips
Earth Dikes
Drainage Swales
Lined Ditches
Top and Toe of Slope Diversion
Ditches/Berms
Slope Drains
Subsurface Drains

VELOCITY REDUCTION

Flared Culvert End Sections
Outlet Protection/Velocity Dissipation Devices
Check Dams
Slope Roughening/Terracing/Rounding

SEDIMENT TRAPPING

Silt Fences
Straw Bale Barrier
Sand Bag Barrier
Brush or Rock Filter
Storm Drain Inlet Protection
Sediment Traps
Sediment Basin

Additional BMPs may be required as a result of a change in actual field conditions, CONTRACTOR activities, or construction operations. When more than one BMP is listed under each specific BMP category, the CONTRACTOR shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for CONTRACTOR activities shall be continuously implemented throughout the year. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any CONTRACTOR activity or construction operation that may produce run-off, and whenever run-off from other sources may occur.

The CITY, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The CITY may assess the CONTRACTOR a penalty of \$1,000 for each calendar day that the CONTRACTOR has not fully implemented the BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, the CITY will deduct, from the final payment due the CONTRACTOR, the total amount of any fines levied on the CITY, plus legal and staff costs, as a

result of the CONTRACTOR's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

Full compensation for the implementation of BMPs, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials, shall be considered as included in the prices bid for the various items of work.

Storm Water Pollution Prevention Plan (SWPPP). A Storm Water Pollution Prevention Plan (SWPPP) shall be defined as a report that includes site map(s), identification of construction and CONTRACTOR activities that could pollute storm water, and a description of measures and practices to control the potential pollutants. The preparation and implementation of the SWPPP is intended to ensure that the CONTRACTOR will make every reasonable effort to prevent the pollution of water resources during the period of construction. The size and nature of this Contract place it under the regulations of the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge Associated with Construction Activity. In the State of California, these regulations are adopted by the State Water Resources Control Board. These regulations require a SWPPP for any work where clearing, grading, and excavation result in a land disturbance of five or more acres. As a result, the CONTRACTOR shall prepare, submit to the CITY for review and approval, and implement a SWPPP for this Contract in compliance with these regulations.

The procedures specified in 7-8.6.3 shall be followed and adhered to in preparing the SWPPP. The SWPPP shall be prepared under the supervision of, and signed by, a Civil Engineer registered by the State of California. The SWPPP shall include and incorporate BMPs that address CONTRACTOR activities, erosion, and sedimentation control. The SWPPP shall also include and incorporate appropriate BMPs for run-off generated by construction activities and other non-storm water sources. During all periods of construction, excavated soils which are stored on-site shall be completely covered with waterproof material and sand (or gravel) bagged or bermed in order that, in the event of a storm, no soil becomes mixed with or transported by storm water run-off.

If, during construction operations, field conditions change in a manner which, in the opinion of the Inspector, significantly deviates from how the SWPPP, as approved by the CITY, addressed the current construction operation, the Inspector may direct the CONTRACTOR to revise the current construction operation and/or the SWPPP. Such directions will be made in writing and will specify the items of work for which the SWPPP is inadequate. No further work on these items will be permitted until the CONTRACTOR revises the construction operations to the satisfaction of the Inspector and/or until the CONTRACTOR submits a revised SWPPP and receives CITY approval. The Engineer will notify the CONTRACTOR of the acceptance or rejection of the revised SWPPP within seven (7) working days from the date of submittal.

The SWPPP shall be submitted to the CITY for review and approval a minimum of twenty (20) working days prior to the commencement of construction operations in accordance with Section 2-5.3 of the Standard Specifications.

Full compensation for preparation of the SWPPP, revisions to the SWPPP, and all other related costs shall be considered as included in the prices bid for the various items of work.

CONTRACTOR SHALL COMPLY WITH THESE REQUIREMENTS AND DIRECTIONS BY PUBLIC WORKS DIRECTOR DURING THE COURSE OF CONSTRUCTION.

E -1.21. Public Convenience and Traffic Control

The CONTRACTOR shall be responsible to furnish, install and maintain such devices which are necessary to provide safe and efficient passage for the traveling public through the work area, for the safety of personnel present in the work area, and to minimize inconvenience to adjacent properties.

Every effort shall be made by the CONTRACTOR to insure traffic safety. If in the opinion of the Public Works Director, additional signing or delineation is required for traffic safety, then the CONTRACTOR shall furnish and place the additional signs or delineators at no additional cost to the City. Should the CONTRACTOR fail to furnish precautionary traffic control devices within one (1) hour after notification by the City, the City shall cause the placement of the necessary items or personnel and the CONTRACTOR shall be billed for said items or personnel.

At the end of the Work Day the job site shall be left in a neat and orderly manner. Roadway and parking shall be made available wherever possible to the satisfaction of the Public Works Director or his/her designee.

During construction for areas not receiving overnight closures, the CONTRACTOR shall provide continuous access to each residence or business affected by this project to the satisfaction of the Inspector.

Should any change in these requirements be necessitated by extraordinary occurrences or requirements during the execution of the work, the CONTRACTOR shall obtain prior written approval of the Inspector.

In the event that services of City forces are required for the correction of traffic control conditions during hours other than the normal working hours of the City, an additional charge of \$60.00 per person per hour so required shall be levied for each occurrence thereof.

The CONTRACTOR shall install, maintain, and remove all temporary delineators, barricades, lights, warning signs and other facilities necessary to control traffic as specified in the "Work Area Traffic Control Handbook" (WATCH Manual). Flashing Arrow Sign (FAS) are required for all lane closures. Signs, markings, striping, barricades, delineators and all materials shall conform to applicable Caltrans standards and specifications.

E -1.22. Minimum Requirements for Maintaining Traffic Flow

(Also refer to Special Provisions Section 313-3.3 Lane Requirements and Working Hours)

Work shall be permitted only under the following conditions:

- a. Roadway closures shall be performed in accordance with the special provisions and shall not exceed more than one overnight closure at a time.
- b. For work area not receiving temporary closures, the CONTRACTOR shall maintain one (1) minimum ten-foot-wide lanes in each direction at all times.

- c. Driveways: For work area not receiving temporary closures the CONTRACTOR shall maintain access to each driveway at all times unless other arrangements have been made with each property owner, subject to approval by the Inspector.
- d. Fill material shall be placed at all approaches as necessary or as directed by the Inspector to form a smooth transition between the street and drive approach. The CONTRACTOR shall maintain the fill material transition until such time as the asphalt pavement is constructed.
- e. The CONTRACTOR shall notify the occupants of all affected properties at least seventy two hours prior to any temporary or overnight obstruction of access, or closures.

Reduction in lane requirements may be afforded only with the prior written approval of the Engineer.

Traffic signs, flaggers, warning devices, safety traffic devices and electronic arrow board for diverting and directing traffic shall be furnished, installed and maintained by the CONTRACTOR through the project. Arrow boards and other devices must comply with the City of COMPTON requirements for nighttime noise standards at adjacent private property lines.

E -1.23. No reduction in the number of lanes during Holiday Period

No reduction in the number of lanes or in lane widths on any street shall be permitted during the holiday period which begins on the Monday prior to Thanksgiving and ends on the Friday following New Year's Day.

E -1.24. Temporary No Parking

Parking will be restricted only for the minimum time necessary to complete on-going work. CONTRACTOR must post temporary "NO PARKING" signs a minimum of 24 hours in advance and notify the City Engineer. Flashers, approved by the City Engineer, will also be used in pre-approved areas of construction affecting public traffic and for the public safety.

E -1.25. Street Closures, Detours and Barricades

Prior to the start of work, the CONTRACTOR shall submit a Traffic Control / Phasing plan for review and approval by the Engineer (Refer to Special Provisions section 313-3).

The CONTRACTOR shall notify the Public Works Director, at least ten (10) working days before closing or partially closing any street or alley.

The CONTRACTOR shall notify the following agencies at least ten (10) working days before closing or partially closing any street or alley:

- Los Angeles Sheriff Department
- COMPTON Fire Department
- COMPTON Public Works Department

Immediately upon completion of the construction work and opening or reopening of any street or alley, the three (3) parties above shall be notified.

The CONTRACTOR shall install, maintain, and remove all temporary delineators, barricades, lights, warning signs and other facilities necessary to control traffic as specified in the "Work Area Traffic Control Handbook" (WATCH Manual). Flashing Arrow Sign (FAS) are required for all lane closures. Materials for a temporary facility may be provided from new or used materials. If used materials are provided, they shall be sound, in good condition and otherwise meet the requirements of new materials. All traffic control devices shall be free of graffiti, and the CONTRACTOR shall be responsible to immediately clean and/or replace any device to the satisfaction of the Engineer. The CONTRACTOR will be allowed no more than one (1) work day to remove graffiti.

All traffic delineators used at night shall display two white retro-reflective bands. The upper band shall be a minimum of 3", but not more than 4", from the top and shall be 6" wide and the lower band shall be 4" wide. The two bands shall be separated by a minimum 2" space.

Flashers excerpted from;

CALTRANS MUTCD 2014, CALIFORNIA SUPPLEMENT, Nov 04, 2014 PART 6
TEMPORARY TRAFFIC CONTROL

Section 6F.83 Warning Lights, Flashing Warning Beacons Standard:

Flashing warning beacon shall comply with the provisions of Chapter 4L and Caltrans' standard signal lenses. A flashing warning beacon shall be a flashing yellow light with a minimum nominal diameter of 12 inch. Where flashing warning beacon is required, a Type B warning light shall not be used in its place. When placed within 15 feet of the edge of travel way the beacon and its support shall be certified as crashworthy (see section 6F.01) or the beacon shall meet the lightweight criteria set for Type B warning light and is mounted on a certified crashworthy support. The mounting height shall be between 6 feet and 10 feet, measured from the bottom of the base to the center of the lens.

E -1.26. Street Excavations

All excavations shall comply with and the CONTRACTOR's attention hereby is directed to the following supplemental requirements for street excavations.

Every person making an excavation, cut, or fill in or under a street shall restore the surface thereof in accordance with the provisions of this section. Every person making an excavation, cut or fill in or under a street shall, until the permanent pavement is replaced:

- 1) Maintain the surface of the backfill or of the temporary pavement at an elevation equal to that of the adjoining street surface and in a manner safe for vehicles and pedestrian traffic.
- 2) Place and maintain barriers at each end of excavation, cut or fill and at such places along the excavation, cut or fill as may be necessary to prevent accidents, but with a maximum interval of one hundred (100) feet; and shall place and maintain a sign on every such barrier with letters not less than three (3) inches in height, which sign shall state the name of the person making the excavation.
- 3) Place and maintain warning lights at each end of such excavation, cut or fill and at intervals of not less than fifty (50) feet along the sides thereof from sunset each day to sunrise of the next day. A fee of Ten Dollars (\$10.00) per day shall be charged such person for each barricade or warning light placed or replaced by the City where this Article is violated by the absence of said barricades or warning lights.
- 4) Place and maintain any and all signs, warning signs, detour signs and/or directional signs as required by the project specifications or as required by the Public Works Director or his/her designee. A fee of Ten Dollars (\$10.00) per day shall be charged such person for each such sign placed or replaced by the City where this Article is violated by the absence of said signs.
- 5) In the event any temporary or sub-paving is provided and traffic is allowed to drive upon such temporary sub-paving, all striping or other pavement markings which existed in that location prior to the start of work shall be replaced or changed as required by the Public Works Director. A fee of Ten Dollars (\$10.00) per square foot of paint and Five Dollars (\$5.00) for each raised marker shall be charged such person for any traffic striping or pavement markings maintained or replaced by the City where this Article is violated by the absence of said striping and markings. All traffic control devices shall conform to the latest edition of the State of California Traffic Manual.
- 6) Maintain a telephone or telephones where he can be reached twenty-four (24) hours a day and shall leave the number of such telephone or telephones with the Public Works Director and the Watch Commander of the COMPTON Police Department.
- 7) Maintain safe crossings for vehicle and pedestrian traffic at all street intersections and shall maintain safe crossing for pedestrians along such excavations, cut or fill at intervals of not less than six hundred (600) feet.
- 8) Place all materials excavated compactly alongside the trench and in such a manner as to cause as little inconvenience as possible to vehicle and pedestrian traffic. If such street is not wide enough to hold the excavated material without the use of the adjacent ADA RAMPS, such

person shall erect a tight board fence upon and along such ADA RAMPS and maintain thereon a passageway for pedestrian traffic at least four (4) feet in width.

- 9) Maintain all adjacent gutters free and unobstructed for the full depth of the adjacent curb and for at least one (1) foot in width measured from the face of such curb at the intersection of the curb and the street; and whenever a gutter crosses an intersecting street, shall provide and maintain an adequate waterway.
- 10) Provide access from the street to all fire hydrants and watergates and to abutting property owners unless their consent to the contrary is first obtained.
- 11) Keep at least one-half (1/2) of the street open at all times for vehicular traffic for all streets not experiencing temporary closure.

E -1.27. Excavation - Changed Conditions

Pursuant to Section 7104 of the Public Contract Code, for any trenches or other excavations that extend deeper than four feet below the surface:

The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the Engineer in writing, of any:

- 1) 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.
- 2) Subsurface or latent physical conditions at the site differing from those indicated.
- 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

The Engineer shall promptly investigate the conditions, and if he finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described herein.

In the event that 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 the Contract, but shall proceed with all work to be performed under the Contract. The CONTRACTOR shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

E -1.28. Utility Companies Coordination

Due to the nature of this project involving the treatment of subbase material as deep as 27 inches from the surface, attention is directed to the coordination and protection of existing subsurface utilities during construction.

The location and existence of any underground utility or substructure was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the CONTRACTOR's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage.

The CONTRACTOR shall provide coordination with all the utility companies involved and shall provide protection from damage to their facilities. The CONTRACTOR shall be responsible for repair or replacement to said facilities made necessary by its failure to provide required protection.

The CONTRACTOR shall notify all utility agencies and owners of all facilities within the area of construction a minimum of five (5) work days in advance of performing any work within said area.

The CONTRACTOR shall protect all utilities and other improvements which may be impaired during construction operations. It shall be the CONTRACTOR's responsibility to ascertain the actual location of all existing utilities, including service laterals, and other improvements indicated on the drawings that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be directed by the Engineer. Payment for the cost of verifying the locations and protecting existing subsurface utilities prior to and during construction is included in the price bid for various items of related work and no additional compensation will be made therefore.

If in the course of construction the CONTRACTOR damages a sewer lateral or water lateral, it shall be responsible to completely expose said lateral from the main line to the point of connection at private property to verify integrity of all joints to the satisfaction of the Inspector. This shall not be considered to be extra work and no extra costs shall be allowed therefore.

E -1.29. Graffiti Removal

It shall be the CONTRACTOR's responsibility to completely remove all "construction graffiti" (spray paint or other marking for utilities, survey points and construction limits) prior to acceptance of the work as completed.

E -1.30. Materials

Material Specifications: Whenever any material is specified by name and number thereof, such specifications shall be deemed to be used for the purpose of facilitating a description of the materials and establishing the quality of the materials to be used. All materials shall be new and the best of their class and kind. No substitution will be permitted which has not been approved in writing by the Public Works Director or his/her designee.

Material List: A complete material list shall be submitted prior to performing any work. Catalog data and full descriptive literature and manufacturer's specifications and installation instructions shall be submitted whenever the use of items different than those specified is requested.

Approval of Substitutes: Approval of any items, alternates or substitutes indicates only that the product(s) apparently meet the requirements of the drawings and specifications on the basis of the information and/or samples submitted.

CONTRACTOR's Responsibility: Manufacturer's warranties shall not relieve the CONTRACTOR of liability under these Specifications. Such warranties only shall supplement the CONTRACTOR's responsibility. The Public Works Director or his/her designee may, at his or her option, require a manufacturer's warranty on any product offered for use.

E -1.31. Solid Waste Management and Recycling Plan

The CONTRACTOR shall submit a Solid Waste Management and Recycling Plan to the City for review and approval prior to issuance of a demolition permit and/or grading permit for the project. Said plan shall indicate that the permittee/CONTRACTOR shall provide documentation such as receipts from landfills, salvage and recycling facilities upon completion of the demolition/construction. Said plan shall identify:

- A. Types of materials for recycling, reuse or sorting
- B. Estimated quantities
- C. Separation requirements
- D. On site storage
- E. Transportation methods
- F. Destinations
- G. Plan manager (CONTRACTOR's representative)

Prior to issuance of a demolition and/or grading permit, the permittee/CONTRACTOR shall contact the California Integrated Waste Management Board (recycling hotline 800-553-2962) to obtain an approved recycler (processor and/or receiver) for demolition and construction waste.

At the minimum the CONTRACTOR shall recycle each of the following demolition and construction waste materials:

- Asphalt paving: 75%
- Concrete and concrete masonry units: 75%
- Non-lead based painted wood wastes (dimensional lumber and broken crates and pallets): 50%
- Metals: 60% Toilets: 75% Appliances: 75%
- Copper cable/wire: 50% Transformers and ballasts: 100% Fluorescent lamps: 100%
- Glass: 50%
- Unpainted gypsum board: 50%

A minimum of 50% of the total weight of the waste (demolition and construction wastes) shall be diverted from landfill.

E -1.32. Warranty

- A. The materials used for the project shall be certified by the manufacturer for the specified purpose. The manufacturer shall warrant the liner and all supplied materials to be free from defects in raw materials for one (1) year from the date of installation and acceptance by the City of Compton.
- B. The Contractor shall warrant the liner installation for a period of one (1) year. During the Contractor warranty period, any defect which may materially affect the integrity,

strength, function and/or operation of the pipe, shall be repaired at the Contractor's expense in accordance with procedures included in the technical specifications.

- C. After a pipe section has been lined and for a period of time up to one (1) year following completion of the project, the District may inspect all or portions of the lined system. The specific locations will be selected at random by the Owner and will include all sizes of CIPP from this project. If it is found that any of the CIPP has developed abnormalities since the time of "Post-Rehabilitation CCTV Inspection," the abnormalities shall be repaired and/or replaced as defined in the Technical Specification of this document.
- D). If, after inspection of a portion of the lined system under the contract, problems are found, the Owner may televise all the CIPP installed on the contract. All verified defects shall be repaired and/or replaced by the Contractor and shall be performed in accordance with the original technical specifications, all at no additional cost to the City of Compton.

E-2. CHANGES TO THE CONTRACT

E-2.1. Changes in Contract Scope of Work

- A. Without invalidating the Contract and without notice to sureties or insurers, the City may at any time, or from time to time order Extra Work, delete Work or otherwise revise the Contract Scope of Work. In revising said Scope of Work, the City shall have the right and the authority to make minor changes in the Work which can be prosecuted by the CONTRACTOR without extra cost so long as the Work is not inconsistent with the purpose and intent of the Bid and Contract Documents. The City reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the CONTRACTOR at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the individual bid item quantity, and 25% (plus or minus) of the total bid amount. If the change exceeds these percentages, a change order may be negotiated to adjust unit bid prices.
- B. Extra Work, where performed, shall be governed by all applicable provisions of the Contract Documents, as well as any additional requirements specifically identified as part of the Extra Work.
- C. Changes to the Contract Scope of Work will be authorized by Field Directive, Contract Change Order, or similar written direction issued to the CONTRACTOR by the City. Except for emergencies endangering life, limb, or property, no Extra Work shall be performed unless such work has been authorized in written by the City.
- D. The CONTRACTOR shall prosecute the work associated with a Field Directive, Contract Change Order, or similar written direction in a timely manner.

- E. If the CONTRACTOR believes that a Field Directive causes an increase or decrease to either the Contract Sum or the Contract Time, the CONTRACTOR may submit a Change Order Request to the City.
- F. If the City believes that a Field Directive has caused a decrease to either the Contract Sum or the Contract Time, the City shall process a Contract Change Order for said decrease in Contract Sum or Contract Time.
- G. If the CONTRACTOR accepts a Contract Change Order that does not include a time extension, the CONTRACTOR waives any claim for a time extension to the Contract Completion Date for the work covered by that Contract Change Order.
- H. Extra Work performed by the CONTRACTOR without written authorization from a Field Directive, Contract Change Order, or other similar written directive will not entitle the CONTRACTOR to an increase in the Contract Sum or a time extension to the Contract Completion Date.

E-2.2. Changes in Contract Price

- A. Whenever a revision to the Contract Scope of Work is ordered by the City results in a change in Contract Sum, the cost of the work affected by such change will be added to or deducted from the Contract Sum, by a fair and reasonable valuation, which shall be determined by one or more of the following:
 - 1) By unit price accepted by the City as stated in the Contract Documents.
 - 2) By unit prices subsequently fixed by agreement between the CONTRACTOR and the City. [See also E-2.3 (D) below.]
 - 3) By an acceptable lump sum proposal from the CONTRACTOR. [See also E-2.3 (D) below.]
 - 4) By Force Account as described in Section E - 2.4, Force Account Payment Procedures below when directed in writing by the City.
- B. The CONTRACTOR's Change Order Request shall include any change in Contract Time, and shall be signed by the CONTRACTOR.
- C. The City will review the CONTRACTOR's Change Order Request and negotiate with the CONTRACTOR an equitable change in Contract Sum or Contract Price in accordance with Section E-2.3, Negotiated Contract Change Orders below. The change in Contract Sum agreed upon, and any change in Contract Time agreed upon, shall be incorporated into the CONTRACTOR's final Change Order Request.
- D. All Contract Change Orders shall be signed by the CONTRACTOR and the City. By signature on the Contract Change Order, the CONTRACTOR acknowledges that the adjustments to the Contract Sum and the Contract Time

contained in the Contract Change Order are to the full satisfaction and accordance of the CONTRACTOR, and that payment in full so waives any right to claim any further cost and/or time impacts at any time during and after the completion of the Contract for the changes encompassed by said Contract Change Order.

- E. After there is agreement, the City will prepare and process a Contract Change Order. All Contract Change Orders must be approved by the City in writing before the Contract Change Order can be executed and the work can be authorized.
- F. Should the CONTRACTOR fail to prepare and submit a Change Order Request for a decrease in Contract Sum, a decrease in Contract Price, or both associated with a decrease in the Contract Scope of Work within a timely manner, but in no case more than twenty (20) working days after the CONTRACTOR is directed by the City, or the Construction Manager acting on behalf of the City, to delete said work, the City shall process a unilateral Contract Change Order in accordance with Section 4, Force Account Payment Procedures below.

E-2.3. Negotiated Contract Change Orders

- A. Whenever a revision to the Contract Scope of Work results in a potential difference in Contract Sum, the CONTRACTOR shall submit in the form prescribed by the City, an itemized breakdown of CONTRACTOR and SUBCONTRACTOR direct costs, including labor, material, equipment, and approved services, pertaining to such revised work with complete supporting data for the quantities and prices quoted. Labor documentation shall include, but not be limited to, time cards for all employees of the CONTRACTOR and its SUBCONTRACTORS performing all additional labor. This information shall be submitted by the CONTRACTOR to the City as part of a Change Order Request.
- B. Where the CONTRACTOR's Change Order Request includes costs submitted from any SUBCONTRACTOR, at any tier, for labor, material, equipment, and approved services, the CONTRACTOR shall be solely responsible for verifying the accuracy of said SUBCONTRACTOR costs in accordance with applicable law and the Contract Documents prior to submitting the Change Order Request to the Construction Manager.
- C. The CONTRACTOR's direct costs shall be limited to the following:
 - 1) Payroll costs for workers and foremen, including wages, fringe benefits as established by negotiated labor agreements or Federal or State prevailing wages, Workers' Compensation And Labor insurance, and labor taxes as established by Law. No other fixed labor burdens will be considered, unless approved in writing by the Construction Manager. The CONTRACTOR's direct costs shall not include any costs associated with documenting employee labor hours associated with any revision in

Contract Scope of Work as all such indirect costs form a part of the CONTRACTOR's overhead expense.

- 2) The cost of materials, including sales tax, if paid for by the CONTRACTOR or its SUBCONTRACTOR, in such work as can be substantiated by documentation considered acceptable to the Construction Manager.
 - 3) The cost of equipment based on fair rental or ownership value as accepted by the Construction Manager. The rates for rented or CONTRACTOR-owned equipment shall not exceed the rates as published in the State of California, Business, Transportation, and Housing Agency, Department of Transportation, Construction Program, Labor Surcharge & Equipment Rental Rates, latest Edition. For equipment, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use.
 - 4) The cost of incidentals directly related to such work. The direct costs shall not include any labor or office costs pertaining to the CONTRACTOR's Managers or Superintendents, its office and engineering staff, its office facilities, or anyone not directly employed on such work, nor the cost of small tools as all such indirect costs form a part of the CONTRACTOR's overhead expense.
- D. Under the methods described in Paragraphs E2.2(A)(2) and E2.2(A)(3) above, the maximum percentage which will be allowed for the CONTRACTOR's combined overhead and profit shall be limited to the following:
- 1) For work by its own organization, the CONTRACTOR may add the following percentages:

a.	Direct Labor	20 percent (20%)
b.	Materials	5 percent (5%)
c.	Equipment (owned or rented)	5 percent (5%)
 - 2) For all such work done by SUBCONTRACTORS, such SUBCONTRACTOR may add the same percentages as for the CONTRACTOR in Paragraph E2.3(D)(1) above to its actual net increase in costs for combined overhead and profit. The CONTRACTOR may add up to five percent (5%) of the SUBCONTRACTOR's total for its combined overhead and profit.
 - 3) For all such work done by subtier-SUBCONTRACTORS, such subtier-SUBCONTRACTORS may add the same percentages as for the CONTRACTOR as listed in Paragraph E2.3(D)(1) above to its actual net increase in costs for combined overhead and profit, and the SUBCONTRACTOR may add up to five percent (5%) of the subtier-SUBCONTRACTOR's total for its combined overhead and profit. The

CONTRACTOR may add up to five (5%) percent of the SUBCONTRACTOR's total for its combined overhead and profit.

- 4) To the total of the actual costs and fees allowed herein, not more than two percent (2%) shall be added for additional bond and insurance costs.
- E. The above fees represent the maximum limits which will be allowed, and they include all and any costs, markups, profits, etc. associated with the preparation and performance and completion of the work.
- F. When both additions and credits are involved in any one Contract Change Order, the combined overhead and profit shall be figured on the basis of the net increase, if any, for each area of work; i.e., labor, material, equipment, approved services, and SUBCONTRACTORS. The amount of credit to be allowed by the CONTRACTOR to the City for any such change which results in a net decrease in the Contract Sum will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method for Force Account Payment.
- G. The CONTRACTOR shall not claim for anticipated profits on work that may be omitted.

E-2.4. Force Account Payment Procedures.

- A. If either the amount of work, payment, or time extension for a Contract Change Order cannot be determined or agreed upon beforehand, the City may direct by a Field Directive or Contract Change Order that the CONTRACTOR perform a revision to the Contract Scope of Work on a Force Account basis. For the actual work performed, the CONTRACTOR's payment will be made for the documented actual cost of the following:
 - 1) Payroll costs. (See Paragraph E 2.3(C)(1) above for the definition of Direct Labor Payroll Costs.)
 - 2) Material costs. (See Paragraph E2.3(C)(2) above for the definition of Material and Installed Equipment costs.)
 - 3) Equipment costs. (See Paragraph E 2.3(C)(3) above for the definition of Equipment costs.)
 - 4) Additional bonding costs. [See Paragraph E2.4(B) below.]
 - 5) Additional insurance costs. [See Paragraph E2.4(B) below.]
- B. To the preceding costs, there shall be added the following fees for the CONTRACTOR, SUBCONTRACTOR, or subtier-SUBCONTRACTOR actually performing the work:
 - 1) For work by its own organization, the CONTRACTOR may add the following percentages:

- a. Direct Labor 20 percent (20%)
- b. Materials 5 percent (5%)
- c. Equipment (owned or rented) 5 percent (5%)

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

- C. For work performed by an approved SUBCONTRACTOR, the CONTRACTOR may add to the total of the actual costs and fixed fees allowed under the preceding paragraph an additional fixed fee of five percent (5%) of said total. No further compensation will be allowed for the CONTRACTOR's administration of the work performed by the SUBCONTRACTOR.
- D. For work performed by a subtier-SUBCONTRACTOR, the SUBCONTRACTOR may add to the total of the actual costs and fixed fees allowed under the preceding paragraph an additional fixed fee of five percent (5%) of said total. No further compensation will be allowed for the SUBCONTRACTOR's administration of the work performed by the sub-SUBCONTRACTOR. The CONTRACTOR may add to the total of the actual costs and fixed fees allowed under this paragraph an additional fixed fee of five percent (5%) of said total. No further compensation will be allowed for the CONTRACTOR's administration of the work performed by the SUBCONTRACTOR.
- E. The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense. The above fixed fees represent the maximum limits which will be allowed, and they include the CONTRACTOR's and all SUBCONTRACTORS' indirect home office expenses and all costs for cost proposal preparation and record keeping.
- F. The City reserves the right to furnish such materials and equipment as it deems expedient, and the CONTRACTOR shall have no claim for profit or added fees on the cost of such materials and equipment
- G. For equipment under Paragraph E2.4(A)(3) above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. The rates for rented or CONTRACTOR-owned equipment shall not exceed the rates as published in the State of California, Business, Transportation, and Housing Agency, Department of Transportation, Construction Program, Labor Surcharge & Equipment Rental Rates, latest Edition. The rental cost allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, ownership, mobilization, and incidental costs, and no further allowances will be made for those items, unless specific agreement to that effect is made.

- H. Prior to the commencement of Force Account work, the CONTRACTOR shall notify the City of its intent to begin work. Labor, equipment and materials furnished on Force Account work shall be recorded daily by the CONTRACTOR upon report sheets furnished to the CONTRACTOR by the City. The reports, if found to be correct, shall be signed by both the CONTRACTOR and the City, and a copy of which shall be furnished to the City no later than the working day following the performance of said work.
- I. The daily report sheet shall thereafter be considered the true record of Force Account work provided. If the City does not agree with the labor, equipment and/or materials listed on the CONTRACTOR's daily Force Account report, the CONTRACTOR and City shall sign-off on the items on which there is agreement. The Construction Manager shall then review the items of disagreement, and will advise the CONTRACTOR, in writing, of its determination. If the CONTRACTOR disagrees with this determination, it shall have the right to file a claim notice in accordance with Section "Claims and Resolution of Claims".
- J. The CONTRACTOR shall maintain its records in such manner as to provide a clear distinction between the direct costs of work paid for on a Force Account basis and the costs of other operations.
- K. To receive partial payments and final payment for Force Account work, the CONTRACTOR shall submit, in a manner approved by the City, detailed and complete documented verification of the CONTRACTOR's and any of its SUBCONTRACTOR's actual costs involved in the Force Account pursuant to the associated Field Directive or Contract Change Order. Such costs shall be submitted within thirty (30) days after said work has been performed. No payments will be made for work billed and submitted to the Construction Manager after the thirty (30) day period has expired.
- L. The CONTRACTOR's Force Account invoice shall itemize the materials used and shall cover the direct costs of labor and the charges for equipment rental, whether furnished by the CONTRACTOR, SUBCONTRACTOR, or other forces. The invoice shall be in a form acceptable to the Construction Manager and shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, a copy of all time cards, and the size, type, and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendor's invoices.
- M. When both additions and credits are involved in any one Contract Change Order, the combined overhead and profit shall be figured on the basis of the net increase, if any. The amount of credit to be allowed by the CONTRACTOR to the City for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method described in this Section. The CONTRACTOR shall not claim for anticipated profits on work that may be omitted.

E-2.5. Unit Price Adjustments Due to Increased or Decreased Quantities.

The unit prices as stated in the Bid Proposal and as negotiated in any Contract Change Order shall apply to one hundred percent (100%) of the quantity indicated to be the estimated quantity for the Bid item, +/- twenty-five percent (25%).

E-2.6. Differing Site Conditions

- A. Pursuant to Public Contract Code Section 7104, the CONTRACTOR shall promptly, and before such conditions are disturbed, notify the City in writing, if any of the following is encountered:
- 1) Material at the Project Site that the CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to a Class 1, Class 11, or Class III disposal site in accordance with provisions of existing law.
 - 2) Subsurface or latent physical conditions at the Project Site that differs from those indicated in the Contract Documents.
 - 3) Unknown physical conditions at the Project Site of any unusual nature which differs materially from those ordinarily encountered, and which is generally recognized as inherent in work of the character provided for in the Contract Documents.
- B. Upon notification, the City shall promptly, investigate the conditions observed by the CONTRACTOR. If the City finds that the conditions do materially differ from the Bid and Contract Documents, or do involve hazardous waste, and do cause a decrease or increase in the CONTRACTORs cost of, or the time required for, prosecution of any part of the work, the City shall cause to be issued a Contract Change Order under the procedures provided for Contract Change Orders.
- C. In the event that a dispute arises between the City and the CONTRACTOR concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTORs cost of, or time required for, prosecution of any part of the work, the CONTRACTOR shall not be excused from any scheduled Contract Completion Date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The CONTRACTOR shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the City and the CONTRACTOR and in accordance with Section C: "Claims and Resolution of Claims" below. No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the required notice.

E-3. CLAIMS AND RESOLUTION OF CLAIMS

E-3.1. Claims

- A. If the CONTRACTOR disagrees with the City's decision, or in any case where the CONTRACTOR deems additional compensation or a time extension to the Contract period is due the CONTRACTOR for work or materials not covered in the Contract or which the City has not recognized as extra work, the CONTRACTOR shall notify the City, in writing, of its intention to make a claim.
- B. Claims pertaining to decisions shall be submitted in writing to the City within five (5) days of the CONTRACTOR's notification of the City's decision.
- C. All other claims notices for extra work shall be filed in writing to the Construction Manager prior to the commencement of such work. Written notice shall use the words "Notice of Potential Claim". Such Notice of Potential Claim shall state the circumstances and the reasons for the claim, and the estimated amount for the claim. No claim for additional compensation or extension of time for a delay will be considered unless the provisions of these Specifications for Delays and for Time Extensions are complied with. No claim filed after the date of final payment will be considered.
- D. It is agreed that unless notice is properly given, the CONTRACTOR shall not recover costs incurred by the CONTRACTOR as a result of the alleged extra work, changed work or other situation which had proper notice been given would have given rise to a right for additional compensation. The CONTRACTOR should understand that timely notice of potential claim is of great importance to the City, and is not merely a formality. Such notice allows the City to consider preventative action, to monitor the CONTRACTOR's increased costs resulting from the situation, to marshal facts, and to plan its affairs. Such notice by the CONTRACTOR, and the fact that the City has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.
- E. "Pursuant to Public Contract Code Section 9204, upon receipt of a claim by the CONTRACTOR, sent by registered or certified mail with return receipt requested, for one or more of the following: (a) a time extension for relief from damages or penalties for delay, (b) payment of money or damages arising from work done pursuant to the contract for a public works project, or (c) payment of an amount that is disputed by the public entity; shall be subject to the following process:

Upon receipt of a claim, the public entity shall conduct a reasonable review of the claim and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The 45-day period may be extended by mutual agreement or, until after the next meeting of the governing body of the public entity, if the governing body must approve the disputed and undisputed portions of the claim. Any payment due on the undisputed portion

of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the CONTRACTOR disputes the public entity's written statement or if the public entity fails to respond to the claim, the CONTRACTOR may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. The public entity shall schedule a meet and confer within 30 days for settlement of the dispute. Within 10 business days following conclusion of the meet and confer, the public entity shall provide a written statement identifying the portion of the claim that remains in dispute, if any, and the portion that is undisputed. Payment on the undisputed portion of the claim shall be processed and made within 60 days of issuance of the written statement. Any disputed portion of the claim shall be submitted to nonbinding mediation.

Failure by the public entity to respond to a claim from the CONTRACTOR shall result in claim being deemed rejected in its entirety."

E-3.2. Records of Disputed Work.

In proceeding with a disputed portion of the Work, the CONTRACTOR shall keep accurate records of its costs and shall submit to the City, a daily summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used.

E-3.3. Submission of Claim Costs

- A. Where the CONTRACTOR disagrees with any decision of the City, or where the CONTRACTOR believes that it has not been properly compensated for a Contract Change Order, or where the CONTRACTOR believes that compensation is due for a Field Directive, the CONTRACTOR shall submit a claim in accordance with the following schedule:
- 1) To dispute a decision made by the City, the CONTRACTOR shall submit to the City a claim within five (5) working days of the disputed decision.
 - 2) The CONTRACTOR shall keep accurate records of its costs of disputed work, and shall submit to the City daily summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used. Such information shall be submitted to the City at the end of the following working day of the day the disputed work is performed by the CONTRACTOR. Receipt of such information by Construction Manager shall not be construed as an authorization for or acceptance of the disputed work. A total final claim amount shall be submitted to the City within five (5) working days of completion of the disputed work. The total final claim submittal shall include the daily summaries previously submitted.
- B. Claims shall include an itemized breakdown of the CONTRACTOR's and SUBCONTRACTOR's direct costs, including labor, material, equipment, and approved services, pertaining to such disputed work with complete supporting data for the quantities and prices quoted. Labor documentation shall include, but not be limited to, time cards for all employees of the CONTRACTOR and

its SUBCONTRACTORS performing all additional labor. This information shall be submitted by the CONTRACTOR to the City as part of a Change Order Request.

- C. In the event that the City determines that a claim is just, the City shall be allowed to pay for the disputed work in accordance with Section “Changes to the Contract”.

E-3.4. Claims Meetings

From time to time the City may call a special meeting to discuss outstanding claims should the City deem this of possible help. The CONTRACTOR shall cooperate and attend such meetings prepared to discuss its claims, making available the personnel necessary for resolution, and all documents which may reasonably be requested by the Construction Manager.

E-3.5. Resolution of Claims

- A. For all contracts awarded during the effective dates of Public Contract Code Section 20104, where claims cannot be resolved between the parties, claims for three hundred and seventy five thousand dollars (\$375,000) or less shall be resolved pursuant to the provisions of that code section.
- B. Unless this Contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the City and the CONTRACTOR that are not resolved between the City and the CONTRACTOR and are not governed by Public Contract Code 20104 shall be decided by a court of competent jurisdiction.
- C. Arbitration shall not be used for resolution of these disputes. Should either party to this Agreement bring legal action against the other, the case shall be handled in the California, Los Angeles County where the work is being performed.

END OF GENERAL PROVISIONS

SECTION F. TECHNICAL SPECIFICATIONS

ROAD REPAIR SERVICES

All construction shall conform to the corresponding section(s) of the Standard Specifications for Public Works Construction (Greenbook, latest Edition) and any other publication as specified or listed in the General Provisions or in the following Specifications. If there is a conflict between these inclusions and the Standard Specifications, these inclusions shall have precedence.

General

No separate payment will be made for compliance with the Specifications. All costs shall be included in the prices named in the Bid Sheet for various appurtenant items of work.

F. BID ITEMS

Each respective bid item as shown on the proposal form shall comply with the respective section of the most current edition of Standard Specifications for Public Works Construction, its supplements, and any other publication as specified or listed in the General Conditions. If there is a conflict between these inclusions and the Standard Specifications, these inclusions shall have precedence.

MOBILIZATION

GENERAL – Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization is deemed to include all aspects of demobilization work occurring at project completion.

Mobilization shall also include the time and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition and all other related work as required for all non-working days during the course of construction. Contractor is responsible for securing an adequate storage site for equipment and materials outside the City right-of-way.

The Contractor shall have on the work site at all times, as its agent, a competent English speaking superintendent capable of reading and thoroughly understanding the plans, specifications, other related documents, and directions from the Engineer.

PAYMENT – Payment for Mobilization shall be included in the unit price bid for Pothole Preparation and Asphalt Installation, and shall include obtaining and paying for all permits and business licenses as required from the City of Compton, and other agencies. The Contractor shall comply with the requirements specified of each license. Progress payments for this item shall be paid in accordance with the completion percentage of the project to the Contractor, and shall include the costs of such mobilization and administration for the entire contract period.

TRAFFIC CONTROL

GENERAL – The Contractor must provide and maintain all construction area traffic controls in accordance with Section 7-10 of the Standard Specifications and the latest edition of California Manual of Uniform Traffic Control Devices (CAMUTCD), and all current supplements, and as noted herein.

The contractor shall submit a traffic control plan to the City for approval two (2) weeks prior to start of construction. The traffic control plan shall be signed by a registered Civil/Traffic engineer.

FLASHING ARROW SIGNS– Each flashing arrow sign shall be gas powered, mounted on a truck or on a trailer and shall be capable of operating while the vehicle is moving or as directed by the Engineer.

Signs mounted on the cab of a truck shall be mounted to provide a minimum of 7 feet between the bottom of the sign and the roadway. Signs mounted on a trailer, or on anything other than the cab of a truck, shall be mounted to provide a minimum of 8 feet between the bottom of the sign and the roadway.

The total weight of trailer mounted flashing arrow sign including the trailer, sign, power source and other components shall not exceed 1,500 pounds and the height of the level trailer bed shall be no higher than 21 inches above the roadway. The trailer shall be equipped with a minimum of 3 leveling jacks.

Electrical energy, to operate the sign, shall be a gas-powered source, which is obtained from the vehicle on which the sign is mounted. The supply of electrical energy shall be capable of operating the sign in the manner specified. The electronic circuitry shall provide between 30 and 45 complete operating cycles of the sign per minute in each of the modes specified.

Alternative types of lamps may be used in flashing arrow signs if visibility is equal to the specified lamps. Each type AX flashing arrow sign shall be a minimum of 2 feet high and 4 feet wide, and shall be finished with flat black enamel. A minimum of 13 No. 4414AX 12 volt, yellow or amber lamps shall be installed in the panel. The lamp configuration shall be for 3 arrowheads or an arrow shaft with 2 arrowheads, one pointing in each direction on the face of the sign with a minimum of 5 lamps forming each arrowhead. Each lamp shall be provided with a visor.

The lamp shall be activated by a switch on a control panel and shall be controlled by electronic circuitry to provide a minimum of 4 selectable modes of operation as follows:

1. Pass Left Mode – Sequencing of lighted arrowheads or sequencing the lamps forming the arrow shaft and arrowhead to the left or a flashing left arrow with the lamps in the arrow shaft and arrowhead flashing on and off simultaneously.
2. Pass Right Mode – Sequencing of lighted arrowheads or sequencing the lamps forming the arrow shaft and arrowhead to the right or a flashing right arrow with the lamps in the arrow shaft and arrowhead flashing on and off simultaneously.

Arrowheads pointing in opposite directions are continuously illuminated, except for the center lamp forming each arrowhead, while the arrow shaft lamps flash on and off simultaneously or the outside arrowhead pointing in opposite directions and the arrow shaft lamps all flash

3. Simultaneous Mode – Either the outside simultaneously to indicate passing on either side.
4. Travel Mode – Travel or caution mode shall flash in a manner not resembling any other mode.

Full compensation for conforming to the requirements of this section shall be considered as part of Bid Item No.2, and no additional compensation will be allowed therefore.

DELINEATORS -Portable delineators which conform to current CAMUTCD standards shall be spaced as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed 50 feet. Lane transitions shall not be sharper than a 30 to 1 taper.

If the portable delineators are damaged, displaced or are not in an upright position, from any cause, said portable delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor.

Where construction detours and signing conflict with existing signing, the Contractor shall cover existing signs in a manner approved by the Engineer. The Contractor shall also provide temporary traffic restriping at the conclusion of each working day, if not sooner as directed by the Engineer, for any centerline, painted median or lane line which is obliterated by construction.

The Contractor shall provide temporary delineation as directed/approved. Temporary delineation shall include sandblasting of conflicting markings; installation and removal of temporary centerlines or lane lines, detour signing, barricading; and replacement of traffic lines and markings in their proper locations upon termination of the detour. Conflicting existing and temporary striping, as required for traffic control during construction, shall be removed by the Contractor by using wet nozzle sandblasting methods with immediate cleanup of residues. Blacking out the pavement will not be allowed. Temporary reflective striping tape may be used, except that it shall not be applied to final asphalt surfaces. Said tape shall be removed from temporary surfaces prior to placement of additional asphalt.

LANE REQUIREMENTS– The Contractor shall conduct work and provide the necessary traffic control to provide the following:

A minimum of one 10' wide travel lane in each direction shall be maintained at all times during construction to provide local and through traffic access through the construction area. There shall be a minimum of 5' clearance from open excavations and two feet from other obstructions (curbs, k-rail, etc).

The Contractor shall be required to use flashing arrow signs to direct travel and appropriate detour signing to control traffic through and/or around the construction area.

The Contractor will not be allowed to excavate a larger quantity of area (AC Base Repairs) than he can successfully repave in the same working day. No incomplete paving work will be allowed to remain during the hours designated as requiring "all" lanes open to traffic, except in specific instances in which a minor amount of area can safely be covered by approved means with steel plates, capable of carrying H20 wheel loading, or patched with temporary AC to bring the excavation up to grade. Said temporary AC shall be ground down to permanent AC subgrades and approved by the Engineer prior to placement of additional permanent AC.

Excavations of less than 4' in width may be covered with steel plates capable of carrying H20 wheel loading over the span of the excavation. Plates shall have a minimum width equal to the excavation width plus 24 inches and be securely fastened to the street surface. Asphalt fillers, a minimum of 6 inches wide shall be placed around the perimeter of the plate. When traffic is transferred to any type of temporary pavement surface good drivability of the surfaces shall be maintained and shall be subject to approval by the Engineer prior to allowing traffic to be transferred upon it.

The Contractor shall also ensure that access to all side streets and driveways are maintained at all times. Work in front of or within driveways and side streets shall be conducted in a manner where at no time is access to property denied. Portions of driveway approaches that are not ready to be opened for traffic at the end of the workday shall be plated per the requirements noted in the previous paragraph.

MAINTENANCE– All existing stop signs, street name signs and regulatory signs shall be maintained in visible locations during construction and permanently relocated or removed as directed by the Engineer. Signs, which need not be maintained during construction or permanently removed, shall be salvaged to the Agency.

The Contractor shall maintain a 24-hour emergency service to remove, install, relocate, and maintain warning devices and shall furnish to the Engineer, names, and telephone numbers of three persons responsible for this emergency service. In the event these persons do not promptly respond when notified, or it becomes necessary to call other forces to accomplish emergency service, the Contractor will be responsible for any cost incurred

Prior to the start of each work day, the Contractor shall perform all necessary work incidental to and commensurate with the proper signing, detouring, barricading, etc., heretofore and hereinafter specified that is required for that particular day's schedule of operations. No construction shall be permitted until such signing and detouring operations have been completed.

Personal vehicles of the Contractor's employees shall only be parked in an allowed area as delineated by the Engineer, and shall not be parked on the traveled way at any time, including any section closed to public traffic.

FLAGMEN– The Contractor shall furnish such flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warning to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the WATCH manual. The equipment shall be furnished and kept clean and in good repair by the Contractor, at its expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as above provided, the Engineer may direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed by the Contractor, at his/her expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate its obligation to furnish and pay for these devices.

Temporary traffic detectors shall be required as necessary such that no traffic signal loop is out of operation for more than five (5) days. The cost for providing all temporary traffic signal loop detectors shall be absorbed into the various related items of work and no additional compensation will be allowed.

PAYMENT – Payment for Traffic Control shall be included in the unit price bid for Pothole Preparation and Asphalt Installation, shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the traffic control related work involving placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of traffic control system as specified in the Standard Specifications and these specifications, and as directed by the Engineer. The lump sum price shall also include notifications, steel plates and temporary AC including installation and removal; all associated temporary signing and striping; flashing arrow signs; flagging and/or flagmen costs; and project notifications where no additional compensation will be made therefore. Payment shall be on a lump sum basis of the percentage of total contract work performed.

BEST MANAGEMENT PRACTICES

GENERAL – Per the Federal Clean Water Act, the Contractor is required to eliminate pollution to waters of the United States in regards to this project. This project will require the Contractor to implement Best Management Practices (BMP's).

The Contractor shall submit a Water Pollution Control Plan (WPCP) with outlines of specific BMP's to be used during construction to ensure that sediment from storm runoff and construction activities does not enter storm drains. Some of the primary water pollution control measures anticipated for this project include, but are not limited to, covering all storm drain inlets in the project vicinity with water permeable fabric and gravel bags prior to performing any removal or paving operations; properly fueling and cleaning all equipment/vehicles; maintaining an ample supply of gravel/sand bags on-hand when excavating new PCC ramp/curb/gutter improvements in the event of rain; properly containing chemicals required to install the detectable warning mats; properly covering all incoming material trucks and all out going debris hauling vehicles; providing restroom facilities for workers; and regular street sweeping of the Work Area and Haul Routes to the satisfaction of the Engineer.

The requirements of all of the following agencies shall be met and maintained and where there is a conflict between requirements, the most stringent requirement shall govern.

1. Regional Water Quality Control Board
2. County of Los Angeles Flood Control Storm Water Quality

The Contractor shall confirm that all of the BMP's have been adequately detailed to addresses his anticipated construction operations. The proposed WPCP, shall be submitted to the City within five (5) calendar days after the Notice to Proceed. No work will be allowed to begin without a City approved WPCP.

PAYMENT - Full compensation for Best Management Practices shall be included in the Unit Pricing for Pothole Preparation and shall provide full compensation for all costs incurred by the Contractor for Preparation and submittal of the Water Pollution Control Plan, Implementing Best Management Practices, and the cost of any required permits and no additional compensation will be made therefore. Payment shall be on a lump sum basis of the percentage of total contract work performed.

POTHOLE PREPARATION

List(s) of potholes will be create with a minimum quantity of **40,000 square yards**.

The Cost of pothole preparation shall include all milling, removal of materials, hole preparation, labor, all other materials, tools, and equipment necessary for and incidental to said item. **Only milling shall be an approved preparation and removal method for this project.** Cost shall be paid per square yard of prepared area as marked in the field at each location. Minimum depth of removal of existing pavement shall be from 2” up to 4”. Subgrade or base material is to be compacted to 90% before the installation of new pavement.

All material removed shall be disposed of by the contractor. Disposal cost shall be paid as part of Pothole Preparation.

ASPHALT INSTALLATION QUANTITY AND PAYMENT

The cost of installing the asphalt material in the prepared hole shall include all asphalt materials, tack, labor, all other materials, tools, edge sealing, and equipment necessary for and incidental to said item. Cost shall be paid per ton of material in place. All tonnage shall be confirmed and paid per the tonnage slips from the asphalt plant. Asphalt shall be PG 70-10-B (3/8”)

END OF TECHNICAL CONDITIONS