

PLEASE NOTE:

Bidders are required to submit one (1) original and one (1) copy of the attached proposal forms.

**PROPOSAL
FOR THE**

PLUNGE STEEL ROOF TRUSS REPAIR

**IN THE CITY OF EL SEGUNDO
SPECIFICATIONS NO.: PW 05-01
(Revised by Addendum No. 1)**

TO THE CITY OF EL SEGUNDO:

In accordance with the City of El Segundo's Notice Inviting Sealed Bids, the undersigned **BIDDER** hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. Submittal of this bid shall be considered evidence that the **BIDDER** has satisfied himself regarding the contract documents, access and any other field conditions which may affect bid prices. If this proposal is accepted for award, **BIDDER** agrees to enter into a contract with the City of El Segundo at the unit and/or lump sum prices set forth in the following Bid Schedule. **BIDDER** understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of El Segundo of the proposal guarantee accompanying this proposal.

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

If awarded the Contract, the undersigned further agrees that in the event of the **BIDDER'S** default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City of El Segundo's notice of award of contract to the **BIDDER**, including sending by U.S. Mail a Public Works Contract for signature by the Awardee, the proceeds of the security accompanying this bid shall become the property of the City of El Segundo and this bid and the acceptance hereof may, at the City of El Segundo's option, be considered null and void.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NONCOLLUSION AFFIDAVIT

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

City of El Segundo

Bid Sheet

Project No.: PW 05-01

We have carefully examined the site, local conditions affecting the same, the Instructions to Bidders and Notice to Contractors, the agreement, the detailed plans and specifications and all bid and contract documents for the work set forth in the official publications, and submit herewith the following schedule of prices.

If awarded the contract, we agree to begin administrative and preconstruction work within (5) days of the administrative notice to proceed date and commence mobilization to and on site work according to the Construction notice to proceed date indicated in the notice to proceed in order to complete the EL SEGUNDO PLUNGE STEEL ROOF TRUSS REPAIR within 15 working days after commencement of said dates. We further agree to sign and return the contract to the City within five (5) working days after receiving notice that the contract is ready for signature and to furnish bonds, insurance endorsements and certificates, and any other required documents in the form prescribed by the City at the same time.

The undersigned furthermore agrees that in case of default in executing such contract with necessary bonds within the specified time, the cash, check or bond accompanying this bid and the money payable thereon shall be forfeited hereby to and remain the property of the City of El Segundo, except as provided in Public Contract Code Section 20174.

The undersigned has carefully checked all of the figures and understands that the City of El Segundo will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

\$ _____ Lump Sum **Base Bid**

*(includes corrosion and paint removal, repair, strengthening, and application of protective coatings at 26 locations within the steel roof structure at the Urho Saari Swim Stadium, all as specified in the plans and specifications. Work shall be performed at: 10 **truss-to-wall connections** along walls A and E per Detail 1, Sheet 7; 4 **corner brace-to-wall locations** along walls A and E per Detail 4, Sheet 7; 10 **vertical truss members** (two on each truss at V2) per Detail 9, Sheet 7; and, 2 **bottom chord locations** on truss 6 at V3 per Detail 17, Sheet 7.)*

Total price written in words:

Contractor: _____ Date: _____

Signature of Authorized officer

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Form of Legal Entity (i.e., individual, partnership, corporation, etc.)

If corporation, State of Incorporation (i.e., California) _____

Business Address _____
Address _____

Telephone No. _____

FAX No. _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

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

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

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

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this _____ day of _____, 20__.

BIDDER _____

ADDRESS _____

PHONE NO. _____

FAX NO. _____

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____

**PROPOSAL GUARANTEE
BID BOND**

PLUNGE STEEL ROOF TRUSS REPAIR

**IN THE CITY OF EL SEGUNDO
SPECIFICATIONS NO.: PW 05-01**

KNOW ALL MEN BY THESE PRESENTS that,

, as **BIDDER**, and

, as **SURETY**, are held and firmly bound unto the City of El Segundo, in the penal sum of _____ **DOLLARS (\$ _____)**, which is ten (10%) percent of the total amount bid by **BIDDER** to the City of El Segundo 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 the City of El Segundo for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by **BIDDER** in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of El Segundo.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this

_____ day of _____, 20____.

BIDDER* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC

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

CONTRACTOR'S LICENSE DECLARATION
(Business and Professions Code Section 7028.15)

1. **BIDDER'S** Contractor's License Number is:

_____ Class No.: _____

2. The expiration date of **BIDDER'S** Contractor License is:

_____, 20__.

3. **BIDDER ACKNOWLEDGES THAT** section 7028.15(e) of the Business and Professions Code provides as follows:

"A licensed contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that representations herein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the public agency."

The undersigned declares, under penalty of perjury, that the representations made by the undersigned in this bid proposal are true and correct.

Executed on _____, 20__, at _____.

_____ (insert City and State where Declaration is signed).

Signature

Typed Name

Title

Name of Bidder

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

State of California)
) ss.
County of)

_____, being first duly sworn, deposes and say that he or she is _____ of _____ the party making the foregoing bid 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 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.

Signature

Name of Bidder

Typed Name

Date

Title

CERTIFICATION

**Section 1861 OF THE LABOR CODE
(Workers' Compensation)**

Pursuant to Section 1861 of the Labor Code, the **BIDDER**, in submitting his **PROPOSAL**, shall sign the following certification:

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

Signature of Bidder: _____

Title: _____

Business Name: _____

Business Address: _____

Telephone Number: _____

Dated this _____ day of _____, 20____.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid or \$10,000 (whichever is greater) and to procure materials and equipment from suppliers and vendors as follows:

**COMPANY, LICENSE NO., ADDRESS
AND PHONE NUMBER OF
SUBCONTRACTORS, VENDORS
AND SUPPLIERS**

**PORTION OF WORK
DOLLAR AMOUNT OF
PROPOSAL
PERCENTAGE OF TOTAL BID**

1

Company License No. _____

Address _____

City _____

Phone No. _____

Portion of Work Subcontracted
\$ _____
Dollar Amount of Subcontract
% _____
Percentage of Total Bid

2

Company License No. _____

Address _____

City _____

Phone No. _____

Portion of Work Subcontracted
\$ _____
Dollar Amount of Subcontract
% _____
Percentage of Total Bid

3

Company License No. _____

Address _____

City _____

Phone No. _____

Portion of Work Subcontracted
\$ _____
Dollar Amount of Subcontract
% _____
Percentage of Total Bid

4

Company License No. _____

Address _____

City _____

Phone No. _____

Portion of Work Subcontracted
\$ _____
Dollar Amount of Subcontract
% _____
Percentage of Total Bid

5

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

6

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

7

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

8

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

9

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

10

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

11

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

12

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

13

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

14

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

15

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

16

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

17

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

18

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

19

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

20

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

21

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

22

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

23

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

24

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

25

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

27

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

28

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

29

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

30

Company _____ License No. _____

Address _____

City _____

Phone No. _____

Portion of Work Subcontracted _____

\$ _____

Dollar Amount of Subcontract _____

% _____

Percentage of Total Bid _____

31

Company _____ License No. _____

Address _____

City _____

Phone No. _____

Portion of Work Subcontracted _____

\$ _____

Dollar Amount of Subcontract _____

% _____

Percentage of Total Bid _____

32

Company _____ License No. _____

Address _____

City _____

Phone No. _____

Portion of Work Subcontracted _____

\$ _____

Dollar Amount of Subcontract _____

% _____

Percentage of Total Bid _____

33

Company _____ License No. _____

Address _____

City _____

Phone No. _____

Portion of Work Subcontracted _____

\$ _____

Dollar Amount of Subcontract _____

% _____

Percentage of Total Bid _____

34

Company _____ License No. _____

Address _____

City _____

Phone No. _____

Portion of Work Subcontracted _____

\$ _____

Dollar Amount of Subcontract _____

% _____

Percentage of Total Bid _____

35

Company _____ License No. _____

Address _____

City _____

Phone No. _____

Portion of Work Subcontracted _____

\$ _____

Dollar Amount of Subcontract _____

% _____

Percentage of Total Bid _____

36

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

37

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

38

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

39

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

40

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

REFERENCES

The following are the names, addresses, and telephone numbers for three (3) public agencies for which **BIDDER** has performed similar work as the prime contractor or major subcontractor within the past two (2) years:

1. Project Title: _____
Location: _____

Name and address of owner

Name and telephone number of person familiar with project
Type of Work: _____
Contract amount: \$ _____ Date completed: _____
Amount of work done by my/our firm under contract \$ _____
Did your firm have any financial interest in Project? _____

2. Project Title: _____
Location: _____

Name and address of owner

Name and telephone number of person familiar with project
Type of Work: _____
Contract amount: \$ _____ Date completed: _____
Amount of work done by my/our firm under contract \$ _____
Did your firm have any financial interest in Project? _____

3. Project Title: _____
Location: _____

Name and address of owner

Name and telephone number of person familiar with project
Type of Work: _____
Contract amount: \$ _____ Date completed: _____
Amount of work done by my/our firm under contract \$ _____
Did your firm have any financial interest in Project? _____

4. Project Title: _____
Location: _____

Name and address of owner

Name and telephone number of person familiar with project
Type of Work: _____
Contract amount: \$ _____ Date completed: _____
Amount of work done by my/our firm under contract \$ _____
Did your firm have any financial interest in Project? _____

5. Project Title: _____
Location: _____

Name and address of owner

Name and telephone number of person familiar with project
Type of Work: _____
Contract amount: \$ _____ Date completed: _____
Amount of work done by my/our firm under contract \$ _____
Did your firm have any financial interest in Project? _____

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

ADDENDA ACKNOWLEDGMENT / SIGNATURE PAGE

If Bidder is an individual, his/her signature shall signature shall be set forth below. If the Bidder is a joint venture, the name of the joint venture shall be set forth below, with the signature of an authorized representative of each venture. If the Bidder is a partnership, the name of the partnership shall be set forth below, together with the signature of the general partner. If the Bidder is a limited liability company, the legal name of the company shall be set forth below, with the signature of a member or manager authorized to bind the company. If the Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signature of an officer of the corporation.

Is the Bidder a Minority-Owned or Woman-Owned Business Enterprise? Yes | No
(Please check one or both, if applicable) (Circle One)
Woman-Owned _____
Minority-Owned _____ Which Racial Minority? _____

This information will be used for statistical analysis only. The contract will be awarded to the lowest responsible bidder.

Bidder hereby acknowledges receipt of Addendum No. 1 2 3 4 5
(Initial above all appropriate numbers)

Respectfully submitted,

_____ By _____
Legal Name of Company Signature
_____ Print Name / Title

_____ Individual
_____ Joint Venture
_____ Partnership (General) Names of Other General Partners
_____ Partnership (Limited) Names of Other Partners
_____ Limited Liability Company
_____ Corporation Incorporated Under the Laws of the State of _____

Business Address _____
(Actual Address - Do NOT list a post office box)

Business Telephone () _____ Fax Telephone () _____

Under Chapter 9 of Division 3 of the Business and Professions Code, (Contractors' License Law), of the State of California, the undersigned has been issued a Class _____ license, Number _____; license termination date is _____.

Contractor's Employer Identification Number or Social Security # is _____

CITY OF EL SEGUNDO



CONTRACT DOCUMENTS
PLANS & SPECIFICATIONS FOR

EL SEGUNDO PLUNGE
STEEL ROOF TRUSS REPAIR

PROJECT NO.: PW 05-01

PUBLIC WORKS DEPARTMENT
350 MAIN STREET
EL SEGUNDO, CA 90245

TELEPHONE: (310) 524-2345

FACSIMILE: (310) 322-4167



City of El Segundo

Public Works Department
Jeff Stewart, Assistant City Manager/
Director of Public Works

May 16, 2005

ADDENDUM NO. 2
to
THE CONTRACT DOCUMENTS, SPECIFICATIONS AND PLANS
for
EL Segundo Plunge Steel Roof Truss Repair
PROJECT NO. PW 05-01

ATTENTION BIDDERS:

The following additions, modifications, and clarifications to the specifications shall be included in, and become a part of, any contract which may be executed for the above project in the City of El Segundo:

Section II-B, Subsection 6-7.2, Page II-B-18, **WORKING HOURS:**

Change "On workdays, Contractor's activities will be confined to the hours between 7:00 a.m. and 5:30 p.m. The City will not permit Work between the hours of 5:30 p.m. and 7:00 a.m. unless specifically provided for in the bid documents or unless the Contractor receives prior written approval. The Engineer may, but is not required to, allow the Contractor to work on Saturdays, Sundays and City Holidays and only with prior written approval. "

to

"Contractor shall be allowed to work twenty-four (24) hours per day and seven (7) days per week, with restrictions on excessive noise as determined by the City Engineer. Working hours between 6:00 p.m. and 7:00 a.m. shall be confined to indoor work only."

As evidence that the BIDDER has read this Addendum, the BIDDER must acknowledge same in the space provided below and submit this Addendum with the Bid Proposal. Failure to acknowledge this Addendum may cause rejection of bid.

(Signature)

(Date)



City of El Segundo

Public Works Department
**Jeff Stewart, Assistant City Manager/
Director of Public Works**

May 2, 2005

ADDENDUM NO. 1
to
THE CONTRACT DOCUMENTS, SPECIFICATIONS AND PLANS
for
EL Segundo Plunge Steel Roof Truss Repair
PROJECT NO. PW 05-01

ATTENTION BIDDERS:

The following additions, modifications, and clarifications to the specifications shall be included in, and become a part of, any contract which may be executed for the above project in the City of El Segundo:

1. Notice Inviting Sealed Bids, Page I-A-1, **change the bid opening date from "Wednesday, May 18, 2005" to "Thursday, May 26, 2005"**.
2. Add the following paragraph to the end of the NOTICE INVITING SEALED BIDS, Pg. 1-A-2:

"A non-mandatory Pre-Bid Job Walk is scheduled for Thursday, May 12, 2005 at 10:00 A.M. at the Plunge Pool, 219 W. Mariposa Avenue, El Segundo CA."
3. Remove Section 1-C of the Specifications in its entirety (Pgs. 1-C-1 through 1-C-14, PROPOSAL) and replace with the Attached amended Section 1-C (Pgs. 1-C-1a through 1-C-13a) entitled "PROPOSAL FOR THE PLUNGE STEEL ROOF TRUSS REPAIR IN THE CITY OF ELSEGUNDO SPECIFICATIONS NO.: PW05-01 (REVISED BY ADDENDUM NO. 1). Submit bids on the attached yellow copy of said document.

Addendum No. 1 (continued)

4. Add the following to Section II – General Specifications, Pg. II-A-1, SCOPE AND LOCATION OF WORK:

The general items of work include the following: corrosion and paint removal, repair, strengthening, and application of protective coatings at 26 locations within the steel roof structure at the Urho Saari Swim Stadium (A.K.A. the City of El Segundo Plunge Aquatics Facility) located at 219 W. Mariposa Avenue.

Work shall be performed at:

- 10 truss-to-wall connections** along walls A and E per Detail 1, Sheet 7;
 - 4 corner brace-to-wall locations** along walls A and E per Detail 4, Sheet 7;
 - 10 vertical truss members** (two on each truss at V2) per Detail 9, Sheet 7; and,
 - 2 bottom chord locations** on truss 6 at V3 per Detail 17, Sheet 7.
5. In Section II – General Specifications, Pg. II-A-2, NOTIFICATIONS, change “Andres Santamaria, Public Works Director” to “Steve Finton, City Engineer”.
6. Section II, Time for completion, Page II-A-1, change “All work is to be completed by Contractor by July 1, 2005” to “Work shall commence on June 27, 2005 and shall be completed by Contractor by July 15, 2005.”

As evidence that the BIDDER has read this Addendum, the BIDDER must acknowledge same in the space provided below and submit this Addendum with the Bid Proposal. Failure to acknowledge this Addendum may cause rejection of bid.

(Signature)

(Date)

Attachment

Public Works Projects/E S Plunge Steel Roof Truss Repair Project PW-05-011 Amendment No. 1 rev. 3

PLEASE NOTE:

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**PROPOSAL
FOR THE**

PLUNGE STEEL ROOF TRUSS REPAIR

**IN THE CITY OF EL SEGUNDO
SPECIFICATIONS NO.: PW 05-01
(Revised by Addendum No. 1)**

TO THE CITY OF EL SEGUNDO:

In accordance with the City of El Segundo's Notice Inviting Sealed Bids, the undersigned **BIDDER** hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. Submittal of this bid shall be considered evidence that the **BIDDER** has satisfied himself regarding the contract documents, access and any other field conditions which may affect bid prices. If this proposal is accepted for award, **BIDDER** agrees to enter into a contract with the City of El Segundo at the unit and/or lump sum prices set forth in the following Bid Schedule. **BIDDER** understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of El Segundo of the proposal guarantee accompanying this proposal.

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

If awarded the Contract, the undersigned further agrees that in the event of the **BIDDER'S** default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City of El Segundo's notice of award of contract to the **BIDDER**, including sending by U.S. Mail a Public Works Contract for signature by the Awardee, the proceeds of the security accompanying this bid shall become the property of the City of El Segundo and this bid and the acceptance hereof may, at the City of El Segundo's option, be considered null and void.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NONCOLLUSION AFFIDAVIT

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

City of El Segundo

Bid Sheet

Project No.: PW 05-01

We have carefully examined the site, local conditions affecting the same, the Instructions to Bidders and Notice to Contractors, the agreement, the detailed plans and specifications and all bid and contract documents for the work set forth in the official publications, and submit herewith the following schedule of prices.

If awarded the contract, we agree to begin administrative and preconstruction work within (5) days of the administrative notice to proceed date and commence mobilization to and on site work according to the Construction notice to proceed date indicated in the notice to proceed in order to complete the EL SEGUNDO PLUNGE STEEL ROOF TRUSS REPAIR within 15 working days after commencement of said dates. We further agree to sign and return the contract to the City within five (5) working days after receiving notice that the contract is ready for signature and to furnish bonds, insurance endorsements and certificates, and any other required documents in the form prescribed by the City at the same time.

The undersigned furthermore agrees that in case of default in executing such contract with necessary bonds within the specified time, the cash, check or bond accompanying this bid and the money payable thereon shall be forfeited hereby to and remain the property of the City of El Segundo, except as provided in Public Contract Code Section 20174.

The undersigned has carefully checked all of the figures and understands that the City of El Segundo will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

\$ _____ Lump Sum Base Bid

(includes corrosion and paint removal, repair, strengthening, and application of protective coatings at 26 locations within the steel roof structure at the Urho Saari Swim Stadium, all as specified in the plans and specifications. Work shall be performed at: 10 truss-to-wall connections along walls A and E per Detail 1, Sheet 7; 4 corner brace-to-wall locations along walls A and E per Detail 4, Sheet 7; 10 vertical truss members (two on each truss at V2) per Detail 9, Sheet 7; and, 2 bottom chord locations on truss 6 at V3 per Detail 17, Sheet 7.)

Total price written in words:

Contractor: _____ Date: _____

Signature of Authorized officer

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Form of Legal Entity (i.e., individual, partnership, corporation, etc.)

If corporation, State of Incorporation (i.e., California) _____

Business Address _____
Address _____

Telephone No. _____

FAX No. _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

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

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

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

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this _____ day of _____, 20__.

BIDDER _____

ADDRESS _____

PHONE NO. _____

FAX NO. _____

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____

**PROPOSAL GUARANTEE
BID BOND**

PLUNGE STEEL ROOF TRUSS REPAIR

**IN THE CITY OF EL SEGUNDO
SPECIFICATIONS NO.: PW 05-01**

KNOW ALL MEN BY THESE PRESENTS that,

, as **BIDDER**, and

, as **SURETY**, are held and firmly bound unto the City of El Segundo, in the penal sum of _____ **DOLLARS (\$ _____)**, which is ten (10%) percent of the total amount bid by **BIDDER** to the City of El Segundo 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 the City of El Segundo for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by **BIDDER** in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of El Segundo.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this

_____ day of _____, 20____.

BIDDER* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC

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

CONTRACTOR'S LICENSE DECLARATION
(Business and Professions Code Section 7028.15)

1. **BIDDER'S** Contractor's License Number is:

_____ Class No.: _____

2. The expiration date of **BIDDER'S** Contractor License is:

_____, 20__.

3. **BIDDER ACKNOWLEDGES THAT** section 7028.15(e) of the Business and Professions Code provides as follows:

"A licensed contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that representations herein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the public agency."

The undersigned declares, under penalty of perjury, that the representations made by the undersigned in this bid proposal are true and correct.

Executed on _____, 20__, at _____.

_____ (insert City and State where Declaration is signed).

Signature

Typed Name

Title

Name of Bidder

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

State of California)
) ss.
County of)

_____, being first duly sworn, deposes and say that he or she is _____ of _____ the party making the foregoing bid 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 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.

Signature

Name of Bidder

Typed Name

Date

Title

CERTIFICATION

**Section 1861 OF THE LABOR CODE
(Workers' Compensation)**

Pursuant to Section 1861 of the Labor Code, the **BIDDER**, in submitting his **PROPOSAL**, shall sign the following certification:

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

Signature of Bidder:

Title:

Business Name:

Business Address:

Telephone Number:

Dated this _____ day of _____, 20____.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid or \$10,000 (whichever is greater) and to procure materials and equipment from suppliers and vendors as follows:

**COMPANY, LICENSE NO., ADDRESS
AND PHONE NUMBER OF
SUBCONTRACTORS, VENDORS
AND SUPPLIERS**

**PORTION OF WORK
DOLLAR AMOUNT OF
PROPOSAL
PERCENTAGE OF TOTAL BID**

1

Company License No. _____

Address

City

Phone No.

Portion of Work Subcontracted
\$ _____
Dollar Amount of Subcontract
% _____
Percentage of Total Bid

2

Company License No. _____

Address

City

Phone No.

Portion of Work Subcontracted
\$ _____
Dollar Amount of Subcontract
% _____
Percentage of Total Bid

3

Company License No. _____

Address

City

Phone No.

Portion of Work Subcontracted
\$ _____
Dollar Amount of Subcontract
% _____
Percentage of Total Bid

4

Company License No. _____

Address

City

Phone No.

Portion of Work Subcontracted
\$ _____
Dollar Amount of Subcontract
% _____
Percentage of Total Bid

5

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

6

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

7

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

8

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

9

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

10

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

11

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

12

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

13

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

14

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

15

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

16

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

17

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

18

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

19

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

20

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

21

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

22

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

23

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

24

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

25

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

27

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

28

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

29

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

30

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

31

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

32

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

33

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

34

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

35

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

36

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

37

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

38

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

39

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

40

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

REFERENCES

The following are the names, addresses, and telephone numbers for three (3) public agencies for which **BIDDER** has performed similar work as the prime contractor or major subcontractor within the past two (2) years:

1. Project Title: _____
Location: _____

Name and address of owner

Name and telephone number of person familiar with project
Type of Work: _____
Contract amount: \$ _____ Date completed: _____
Amount of work done by my/our firm under contract \$ _____
Did your firm have any financial interest in Project? _____

2. Project Title: _____
Location: _____

Name and address of owner

Name and telephone number of person familiar with project
Type of Work: _____
Contract amount: \$ _____ Date completed: _____
Amount of work done by my/our firm under contract \$ _____
Did your firm have any financial interest in Project? _____

3. Project Title: _____
Location: _____

Name and address of owner

Name and telephone number of person familiar with project
Type of Work: _____
Contract amount: \$ _____ Date completed: _____
Amount of work done by my/our firm under contract \$ _____
Did your firm have any financial interest in Project? _____

4. Project Title: _____
Location: _____

Name and address of owner

Name and telephone number of person familiar with project
Type of Work: _____
Contract amount: \$ _____ Date completed: _____
Amount of work done by my/our firm under contract \$ _____
Did your firm have any financial interest in Project? _____

5. Project Title: _____
Location: _____

Name and address of owner

Name and telephone number of person familiar with project
Type of Work: _____
Contract amount: \$ _____ Date completed: _____
Amount of work done by my/our firm under contract \$ _____
Did your firm have any financial interest in Project? _____

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

ADDENDA ACKNOWLEDGMENT / SIGNATURE PAGE

If Bidder is an individual, his/her signature shall signature shall be set forth below. If the Bidder is a joint venture, the name of the joint venture shall be set forth below, with the signature of an authorized representative of each venture. If the Bidder is a partnership, the name of the partnership shall be set forth below, together with the signature of the general partner. If the Bidder is a limited liability company, the legal name of the company shall be set forth below, with the signature of a member or manager authorized to bind the company. If the Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signature of an officer of the corporation.

Is the Bidder a Minority-Owned or Woman-Owned Business Enterprise? Yes I No
(Please check one or both, if applicable) (Circle One)
Woman-Owned _____
Minority-Owned _____ Which Racial Minority? _____

This information will be used for statistical analysis only. The contract will be awarded to the lowest responsible bidder.

Bidder hereby acknowledges receipt of Addendum No. 1 2 3 4 5
(Initial above all appropriate numbers)

Respectfully submitted,

_____ By _____
Legal Name of Company Signature

Print Name / Title

_____ Individual
_____ Joint Venture
_____ Partnership (General) Names of Other General Partners

_____ Partnership (Limited) Names of Other Partners

_____ Limited Liability Company
_____ Corporation Incorporated Under the Laws of the State of _____

Business Address _____
(Actual Address - Do NOT list a post office box)

Business Telephone () _____ Fax Telephone () _____

Under Chapter 9 of Division 3 of the Business and Professions Code, (Contractors' License Law), of the State of California, the undersigned has been issued a Class _____ license, Number _____; license termination date is _____.

Contractor's Employer Identification Number or Social Security # is _____

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**NOTICE INVITING SEALED BIDS
FOR THE**

**CITY OF EL SEGUNDO
STEEL TRUSS ROOF REPAIR
at 219 W. Mariposa Ave.**

**IN THE CITY OF EL SEGUNDO
SPECIFICATIONS NO.: PW 05-01**

PUBLIC NOTICE IS HEREBY GIVEN that the City of El Segundo invites sealed bids for the above project and will receive such bids in the offices of the City Clerk, 350 Main Street, El Segundo, California, 90245, up to the hour of 11:00 a.m. on:

WEDNESDAY, May 18, 2005

at which time they will be publicly opened.

Copies of the Plans, Specifications, and Contract Documents are available from the Engineering Division of the Public Works Department, City of El Segundo, 350 Main Street, El Segundo, California, 90245 on or after **April 18, 2005**. There is a non-refundable fee of **\$25** for each book set of plans and specifications.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required.

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required.

The City of El Segundo will deduct a ten percent retention from all progress payments as specified in Section 9-3 of these Specifications. The CONTRACTOR may substitute an escrow holder surety of equal value to the retention and the CONTRACTOR shall be beneficial owner of the surety and shall receive any interest thereon.

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

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

Bids must be prepared on the approved Proposal forms in conformance with the Instructions to Bidders and submitted to the City Clerk, 350 Main Street, City of El Segundo, in a sealed envelope plainly marked on the outside:

**"SEALED BIDS FOR SPECIFICATIONS NO.: PW 05-01
IN THE CITY OF EL SEGUNDO**

DO NOT OPEN WITH REGULAR MAIL"

The bid must be accompanied by a bid bond, made payable to the City of El Segundo for an amount no less than ten percent of the amount bid for the base contract.

No bid will be accepted from a **CONTRACTOR** who has not been licensed in accordance with the provisions of the State Business and Professions Code. For this project, those acceptable classes of license shall be "B", in combination with other applicable specialty licenses and/or appropriately licensed Subcontractors to perform those Subcontracted portions of the work. The Asbestos/Abatement Subcontractor shall have ASB certification as applicable. The successful **CONTRACTOR** and his subcontractors will be required to possess Business Licenses from the City of El Segundo.

The City of El Segundo reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of sixty (60) calendar days.

Any contract entered into pursuant to this notice shall become effective or enforceable against the City of El Segundo only when the formal written contract has been duly executed by the appropriate officer(s) of the City of El Segundo.

BY ORDER OF the City of El Segundo, California.

**Cindy Mortesen
City Clerk
City of El Segundo**

BIDDING INSTRUCTIONS

1 **DEFINITIONS.** Unless provided otherwise, the definitions in the latest edition of the Greenbook, Special Conditions, or other Contract Documents are applicable to all Bidding Documents.

1.1 "Addenda" means written or graphic instruments issued by the City before the Bid Deadline that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

1.2 "Alternate" means a proposed change in the Work, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.

1.3 "Bid Deadline" means the date and time designated in the Notice for Bids as the last date and time for receipt of Bids, as may be revised by Addenda.

1.4 "Bidder" means a person or firm that submits a Bid.

1.5 "Bidding Documents" means the construction documents prepared and issued for bidding purposes including all Addenda.

1.6 "Lump Sum Base Bid" means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including unit price items or Alternates.

1.7 "Unit Price" means an amount stated in the Bid for which Bidder offers to perform the Unit Price Work for a fixed price per unit of measurement.

2 **BIDDER'S REPRESENTATIONS.** By making its Bid, Bidder represents that:

2.1 Bidder read, understood, and made the Bid pursuant to the requirements in the Bidding Documents.

2.2 Bidder visited the Project site and is familiar with the conditions under which the Work will be performed and the local conditions as related to the Contract Documents. All bidders shall sign the Certification of Site Examination Form and include it with the bid.

2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents.

2.4 Bidder and all Subcontractors, regardless of tier, have the appropriate current licenses issued by the State of California Contractor's State License Board for the Work to be performed. If Bidder is a joint venture, the Bidder will have a joint venture license appropriate for the performance of the work, and each member of the joint venture will likewise have the appropriate license. Business and Professions Code §§ 7000-7191 establish licensing requirements for contractors. If a Bidder, that is a specialty contractor, submits a Bid involving 3 or more specialized building trades, the work of which is more than incidental and supplemental to the performance of the Work for which Bidder holds a specialty contractor license, Bidder must also hold either (1) a specialty contractor "C" license in each such trade, (2) a General Engineering contractor "A" license, or (3) a General Building contractor "B" license. This requirement is applicable whether or not Bidder lists a Subcontractor for each such trade.

2.5 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.6 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on Bidder's behalf.

2.7 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.

2.8 The Bidder has obtained and paid the City's business license fee(s) prior to execution of the Contract.

3 BIDDING DOCUMENTS.

3.1 Bidders may obtain complete sets of the Bidding Documents from the City's Building Safety Department for the sum stated in the Notice for Bids.

3.2 Bidders will use a complete set of Bidding Documents in preparing Bids.

3.3 The City makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

4 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.

4.1 Before submitting its Bid, Bidder will carefully study and compare the various documents comprising the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; will examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and will at

once report to the City's Representative errors, inconsistencies, or ambiguities discovered.

4.2 Requests for clarification or interpretation of the Bidding Documents will be addressed to the City's Representative.

4.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner will not be binding and Bidders will not rely upon them.

5 **PRODUCT SUBSTITUTIONS.** In accordance with Special Provisions Specification Section 01630.

6 **SUBCONTRACTORS.**

6.1 Each Bidder will list in the Bid Form all first-tier Subcontractors that will perform work, labor or render such services, according to the requirements listed on the proposal form. The Bid Form contains spaces for the following information when listing Subcontractors: name, address, phone number, license, portion (scope) of the work being performed, dollar amount, percentage of total Contract for all Subcontractors. Failure to list any of these items on the Bid Form will result in the City treating the Bid as if no Subcontractor was listed for the Work and that Bidder represents to the City that it is fully qualified to perform that portion of the Work and will perform do so. Dollar amount and percentage shall be provided within 48 hours after the apparent low bid.

6.2 Subcontractors listed in the Bid Form will only be substituted after the Bid Deadline with the City's written consent in accordance with California law.

7 **ADDENDA.**

7.1 Addenda will be in writing and issued only by the City. Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents and who have provided a street address for receipt of Addenda.

7.2 Copies of Addenda will be made available for inspection at the City's Building Safety Department.

7.3 The City will issue Addenda so that they are received by prospective Bidders not later than three (3) business days before the Bid Deadline. Addenda that withdraw the request for Bids or postpone the Bid Deadline may be issued anytime before the Bid Deadline.

7.4 Each Bidder is responsible for ensuring that it has received all issued Addenda before issuing a Bid.

7.5 Each bidder shall sign and include with the bid, an Addenda Acknowledgement form, attached. Failure to do so shall be cause for rejection of the bid.

8 FORM AND STYLE OF BIDS.

8.1 Bids will be submitted on the Bid Form(s) included with the Bidding Documents. Bids not submitted on the City's Bid Form(s) will be rejected.

8.2 All blanks on the Bid Form will be filled in legibly in ink or by typewriter.

8.3 Bidder's failure to submit a price for any Alternate or unit price will result in the Bid being considered as non-responsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, enter "No Change."

8.4 Each Bidder must fill out the "Bidders Statement of Past Contract Disqualifications" form stating any and all instances of contract disqualifications due to a violation of a law or safety regulation and include it with the bid. The Bidder must explain the circumstances of each disqualification. The City may reject the bid based on such information.

8.5 Bidder will make no stipulations on the Bid Form nor qualify the Bid in any manner.

8.6 The Bids will be based upon full completion of all the Work as shown on the plans and specifications. It is expressly understood that the plans are drawn with as much accuracy as is possible in advance, but should errors, omissions or discrepancies exist in the plans which show conditions that vary from those encountered in construction, the Bidder (if awarded the Contract) specifically agrees to construct a completed work ready for the use and in the manner which is intended. In the event of increasing or decreasing of work, the total amount of work actually done or materials or equipment furnished must be paid for according to the unit or lump sum price established for such work under the contract, wherever such unit or lump sum price has been established. In the event no prices are named in the contract to cover such changes or alterations, the cost of such changes must be covered as extra work. No such extra work will be considered unless processed in accordance with the Contract Documents.

8.7 The Bid Form(s) will be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative will sign and date the

Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

8.8 Provide and submit (2) additional copies of the original bid.

9 BID SECURITY.

9.1 Each Bid will be accompanied by Bid Security, in the amount of 10% of the Lump Sum Base Bid as security for Bidder's obligation to enter into a Contract with the City on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security will be a Bid Bond on the form provided by the City or a certified check made payable to "City of El Segundo." When a Bond is used for Bid Security, failure to use the City's Bid Bond form will result in the rejection of the Bid.

9.2 If the apparent lowest responsible Bidder fails to sign the Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, the City will disqualify such Bidder and select the next apparent lowest responsible Bidder until all bids have been exhausted or the City may reject all bids. In such an event, the disqualified Bidder will be liable for and forfeit to the City the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the disqualified Bid and the larger amount for which the City procures the Work.

9.3 If a Bid Bond is submitted and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney will be affixed to the Bid Bond. The surety issuing the Bid Bond will be listed in the latest published State of California, Department of Insurance list of, "Insurers Admitted to Transact Surety Insurance in This State."

9.4 The City will retain Bid Security until the occurrence of one of the following:

9.4.1 All items required by the Bidding Documents have been furnished and the Agreement has been signed by the successful Bidder and the City.

9.4.2 The specified time has elapsed during which Bids may be withdrawn.

9.4.3 All Bids have been rejected.

9.5 The Bid Form, Bid Security, and all other documents required to be submitted with the Bid will be enclosed in a sealed opaque envelope. The envelope will be addressed to the City Clerk. The envelope will be identified with the Project

name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope will be enclosed in a separate mailing envelope labeled as follows: "SEALED BID ENCLOSED."

9.6 Bids will be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.

9.7 Bidder will assume full responsibility for timely delivery at the location designated for receipt of Bids.

9.8 Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not be accepted.

10 MODIFICATION OR WITHDRAWAL OF BID.

10.1 Before the Bid Deadline, a submitted Bid may be modified or withdrawn. Notice of such action will be given to the City in writing and signed by the Bidder's authorized representative. A change so made will be so worded as not to reveal the amount of the original Bid.

10.2 A withdrawn Bid may be resubmitted up to the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

10.3 Bid Security will be in an amount sufficient for the Bid as modified or resubmitted.

10.4 Bids may not be modified, withdrawn, or canceled within sixty (60) days after the Bid Deadline unless otherwise provided in Supplementary Instructions to Bidders.

11 OPENING OF BIDS. Bids submitted in the manner required by these instructions and are received on or before the Bid Deadline will be opened publicly.

12 REJECTION OF BIDS.

12.1 The City will have the right to reject all Bids.

12.2 The City will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way materially incomplete or irregular.

13 AWARD.

13.1 The City may retain all bids for a period of sixty (60) days for examination and comparison, and to delete any portion of the work from the contract.

13.2 The City will have the right to waive nonmaterial irregularities in a Bid and to accept the lowest responsive Bid as determined by The City.

13.3 The City will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.

13.4 The City will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus all unit prices multiplied by their respective estimated quantities as stated in the Bid Form, if any, plus the compensation for delay multiplied by the "multiplier" as stated in the Bid Form, plus the amounts of all accepted Alternates.

13.5 The City will select the apparent lowest responsive and responsible Bidder and notify such Bidder within thirty (30) days (unless number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all bids. Within ten (10) days after receiving the City's notice that Bidder was selected as the apparent lowest responsible Bidder, Bidder will submit to the City all of the following items:

13.5.1 Three originals of the Agreement signed by Bidder.

13.5.2 Three originals of the Payment Bond.

13.5.3 Three originals of the Performance Bond.

13.5.4 Certificates of Insurance on form provided by the City.

13.5.5 Names of all Subcontractors, with their addresses, telephone number, facsimile number, trade on Bidders' company stationery. Evidence, as required by the City, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.

13.5.6

13.5.7 Selection of Retention Options and Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention. If not submitted, the City will withhold retention.

13.6 Before award of the Contract, the City will notify Bidder in writing, if the City objects to a Subcontractor proposed by Bidder, in which case Bidder will propose a substitute acceptable to the City. Failure of the City to object to a proposed Subcontractor before award will not preclude the City from requiring replacement of any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated before award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

13.7 If Bidder submits the three original signed Agreements and all other items within ten (10) days after receiving the City's notification, and all such items comply with the requirements of the Bidding Documents, the City will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.

13.8 If the City consents to the withdrawal of the Bid of the apparent lowest responsible Bidder, or the apparent lowest responsible Bidder fails or refuses to sign the Agreement or submit to the City all of the items required by the Bidding Documents, within ten (10) days after receiving the City's notification, or the City determines that the Bidder is not financially or otherwise qualified to perform the Contract, the City may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all bids are exhausted, or reject all Bids.

16 PROPOSAL FORMS CHECKLIST

For preparation assistance only. Bidder shall be responsible to provide all necessary forms below and as required in the Bid and Contract Documents.

Included with Bid:

- Bid Form
- Bidder's Information
- Proposal Guarantee Bid Bond
- Non-Collusion Affidavit
- Contractor's License Declaration
- Designation of Subcontractors
- References
- Certification of Site Visit
- Addenda Acknowledgement
- Bidder's Statement of Past Contract Disqualifications
- Substitutions Request Form (Specification Section 01630)
- Schedule Qualifications per Section 6.1-1
- Additional Documents as required by the Bid and Contract Documents

Apparent Low Bidder:

- Agreement
- Certificate of Workers Compensation Insurance
- Preliminary Schedule of Values within 48 hours
- Labor and Materials Bond
- Faithful Performance Bond
- Subcontractors Statement of Experience
- Subcontractor Amounts and Percentages
- Additional Documents as required by the Bid and Contract Documents

**PROPOSAL
FOR THE**

PLUNGE STEEL ROOF TRUSS REPAIR

**IN THE CITY OF EL SEGUNDO
SPECIFICATIONS NO.: PW 05-01**

TO THE CITY OF EL SEGUNDO:

In accordance with the City of El Segundo's Notice Inviting Sealed Bids, the undersigned **BIDDER** hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. Submittal of this bid shall be considered evidence that the **BIDDER** has satisfied himself regarding the contract documents, access and any other field conditions which may effect bid prices. If this proposal is accepted for award, **BIDDER** agrees to enter into a contract with the City of El Segundo at the unit and/or lump sum prices set forth in the following Bid Schedule. **BIDDER** understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of El Segundo of the proposal guarantee accompanying this proposal.

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

If awarded the Contract, the undersigned further agrees that in the event of the **BIDDER'S** default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City of El Segundo's notice of award of contract to the **BIDDER**, including sending by U.S. Mail a Public Works Contract for signature by the Awardee, the proceeds of the security accompanying this bid shall become the property of the City of El Segundo and this bid and the acceptance hereof may, at the City of El Segundo's option, be considered null and void.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NONCOLLUSION AFFIDAVIT

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

City of El Segundo

Bid Sheet

Project No.: PW 05-01

We have carefully examined the site, local conditions affecting the same, the Instructions to Bidders and Notice to Contractors, the agreement, the detailed plans and specifications and all bid and contract documents for the work set forth in the official publications, and submit herewith the following schedule of prices.

If awarded the contract, we agree to begin administrative and preconstruction work within (5) days of the administrative notice to proceed date and commence mobilization to and on site work according to the Construction notice to proceed date indicated in the notice to proceed in order to complete the CLUBHOUSE ASBESTOS/LEAD ABATEMENT within 15 working days after commencement of said dates. We further agree to sign and return the contract to the City within five (5) working days after receiving notice that the contract is ready for signature and to furnish bonds, insurance endorsements and certificates, and any other required documents in the form prescribed by the City at the same time.

The undersigned furthermore agrees that in case of default in executing such contract with necessary bonds within the specified time, the cash, check or bond accompanying this bid and the money payable thereon shall be forfeited hereby to and remain the property of the City of El Segundo, except as provided in Public Contract Code Section 20174.

The undersigned has carefully checked all of the figures and understands that the City of El Segundo will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

\$ _____ Lump Sum Base Bid

Total price written in words:

Contractor: _____

Date: _____

Signature of Authorized officer

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Form of Legal Entity (i.e., individual, partnership, corporation, etc.)

If corporation, State of Incorporation (i.e., California) _____

Business Address _____
Address _____

Telephone No. _____

FAX No. _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

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

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

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

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this _____ day of _____, 20__.

BIDDER _____

ADDRESS _____

PHONE NO. _____

FAX NO. _____

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____

**PROPOSAL GUARANTEE
BID BOND**

PLUNGE STEEL ROOF TRUSS REPAIR

**IN THE CITY OF EL SEGUNDO
SPECIFICATIONS NO.: PW 05-01**

KNOW ALL MEN BY THESE PRESENTS that,

, as **BIDDER**, and

, as **SURETY**, are held and firmly bound unto the City of El Segundo, in the penal sum of _____ **DOLLARS (\$ _____)**, which is ten (10%) percent of the total amount bid by **BIDDER** to the City of El Segundo 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 the City of El Segundo for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by **BIDDER** in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of El Segundo.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this

_____ day of _____, 20____.

BIDDER* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC

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

CONTRACTOR'S LICENSE DECLARATION
(Business and Professions Code Section 7028.15)

1. **BIDDER'S** Contractor's License Number is:

_____ Class No.: _____

2. The expiration date of **BIDDER'S** Contractor License is:

_____, 20__.

3. **BIDDER ACKNOWLEDGES THAT** section 7028.15(e) of the Business and Professions Code provides as follows:

"A licensed contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that representations herein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the public agency."

The undersigned declares, under penalty of perjury, that the representations made by the undersigned in this bid proposal are true and correct.

Executed on _____, 20__, at _____.

_____ (insert City and State where Declaration is signed).

Signature

Typed Name

Title

Name of Bidder

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

State of California)
) ss.
County of)

_____, being first duly sworn, deposes and say that he or she is _____ of _____ the party making the foregoing bid 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 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.

Signature

Name of Bidder

Typed Name

Date

Title

CERTIFICATION

**Section 1861 OF THE LABOR CODE
(Workers' Compensation)**

Pursuant to Section 1861 of the Labor Code, the **BIDDER**, in submitting his **PROPOSAL**, shall sign the following certification:

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

Signature of Bidder: _____

Title: _____

Business Name: _____

Business Address: _____

Telephone Number: _____

Dated this _____ day of _____, 20__.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid or \$10,000 (whichever is greater) and to procure materials and equipment from suppliers and vendors as follows:

	COMPANY, LICENSE NO., ADDRESS AND PHONE NUMBER OF SUBCONTRACTORS, VENDORS AND SUPPLIERS	PORTION OF WORK DOLLAR AMOUNT OF PROPOSAL PERCENTAGE OF TOTAL BID
1	Company _____ License No. _____ Address _____ City _____ Phone No. _____	Portion of Work Subcontracted _____ \$ _____ Dollar Amount of Subcontract _____ % _____ Percentage of Total Bid _____
2	Company _____ License No. _____ Address _____ City _____ Phone No. _____	Portion of Work Subcontracted _____ \$ _____ Dollar Amount of Subcontract _____ % _____ Percentage of Total Bid _____
3	Company _____ License No. _____ Address _____ City _____ Phone No. _____	Portion of Work Subcontracted _____ \$ _____ Dollar Amount of Subcontract _____ % _____ Percentage of Total Bid _____
4	Company _____ License No. _____ Address _____ City _____ Phone No. _____	Portion of Work Subcontracted _____ \$ _____ Dollar Amount of Subcontract _____ % _____ Percentage of Total Bid _____

5

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

6

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

7

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

8

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

9

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

10

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

11

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

12

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

13

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

14

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

15

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

16

Company _____ License No. _____
 Address _____
 City _____
 Phone No. _____

Portion of Work Subcontracted _____
 \$ _____
 Dollar Amount of Subcontract _____
 % _____
 Percentage of Total Bid _____

REFERENCES

The following are the names, addresses, and telephone numbers for three (3) public agencies for which **BIDDER** has performed similar work as the prime contractor or major subcontractor within the past two (2) years:

1. Project Title: _____
Location: _____

Name and address of owner

Name and telephone number of person familiar with project
Type of Work: _____
Contract amount: \$ _____ Date completed: _____
Amount of work done by my/our firm under contract \$ _____
Did your firm have any financial interest in Project? _____

2. Project Title: _____
Location: _____

Name and address of owner

Name and telephone number of person familiar with project
Type of Work: _____
Contract amount: \$ _____ Date completed: _____
Amount of work done by my/our firm under contract \$ _____
Did your firm have any financial interest in Project? _____

3. Project Title: _____
Location: _____

Name and address of owner

Name and telephone number of person familiar with project
Type of Work: _____
Contract amount: \$ _____ Date completed: _____
Amount of work done by my/our firm under contract \$ _____
Did your firm have any financial interest in Project? _____

4. Project Title: _____
Location: _____

Name and address of owner

Name and telephone number of person familiar with project
Type of Work: _____
Contract amount: \$ _____ Date completed: _____
Amount of work done by my/our firm under contract \$ _____
Did your firm have any financial interest in Project? _____

5. Project Title: _____
Location: _____

Name and address of owner

Name and telephone number of person familiar with project
Type of Work: _____
Contract amount: \$ _____ Date completed: _____
Amount of work done by my/our firm under contract \$ _____
Did your firm have any financial interest in Project? _____

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

**CITY OF EL SEGUNDO
CERTIFICATION OF SITE EXAMINATION**

Each bidder shall be fully informed of the conditions relating to the construction of the work and the employment of labor thereon. Failure to do so will not relieve a successful bidder of this obligation to furnish all material and labor necessary to carry out the provisions of the Contract.

Each bidder shall examine the site for the work described herein. Bidders shall attend a Mandatory Job Walk and Inspection of the building and site, conducted by the City, as specified in the Special Provisions. Failure to attend the Mandatory JOB Walk and Inspection shall be cause for rejection of the Bid.

This is to certify that I have examined the subject building and site including a hazardous material review of the existing facility and the bid is complete and there will be no additional payment for failure to examine the building and site thoroughly.

Date of Mandatory Job Walk & Site Examination

Company

Name of Company Representative (printed)

Signature of Company Representative

Date

ADDENDA ACKNOWLEDGMENT / SIGNATURE PAGE

If Bidder is an individual, his/her signature shall be set forth below. If the Bidder is a joint venture, the name of the joint venture shall be set forth below, with the signature of an authorized representative of each venture. If the Bidder is a partnership, the name of the partnership shall be set forth below, together with the signature of the general partner. If the Bidder is a limited liability company, the legal name of the company shall be set forth below, with the signature of a member or manager authorized to bind the company. If the Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signature of an officer of the corporation.

Is the Bidder a Minority-Owned or Woman-Owned Business Enterprise? Yes | No
(Please check one or both, if applicable) (Circle One)
Woman-Owned _____
Minority-Owned _____ Which Racial Minority? _____

This information will be used for statistical analysis only. The contract will be awarded to the lowest responsible bidder.

Bidder hereby acknowledges receipt of Addendum No. _____
1 2 3 4 5
(Initial above all appropriate numbers)

Respectfully submitted,

_____ By _____
Legal Name of Company Signature

Print Name / Title

_____ Individual
_____ Joint Venture
_____ Partnership (General) Names of Other General Partners

_____ Partnership (Limited) Names of Other Partners

_____ Limited Liability Company
_____ Corporation Incorporated Under the Laws of the State of _____

Business Address _____
(Actual Address -- Do NOT list a post office box)

Business Telephone () _____ Fax Telephone () _____

Under Chapter 9 of Division 3 of the Business and Professions Code, (Contractors' License Law), of the State of California, the undersigned has been issued a Class _____ license, Number _____; license termination date is _____.

Contractor's Employer Identification Number or Social Security # is _____

**PUBLIC WORKS CONTRACT
BETWEEN
THE CITY OF EL SEGUNDO AND**

This CONTRACT is entered into this _____ day of _____, 20____, by and between the CITY OF EL SEGUNDO, a general law city and municipal corporation ("the City") and _____ ("the Contractor").

1. WORK.

- A. The Contractor will provide all work required by the Contract Documents (the "Work"). The Contractor agrees to do additional work arising from changes ordered by the City in accordance with the Contract Documents.
- B. The Contractor and the City agree to abide by the terms and conditions contained in the Contract Documents;
- C. The Contractor will furnish all of the labor; supplies and materials; equipment; printing; vehicles; transportation; office space and facilities; all tests, testing and analyses; and all matters whatsoever (except as otherwise expressly specified to be furnished by the City) needed to perform and complete the Work and provide the services required of the Contractor by the Contract Documents.
- D. "Contract Documents" means the Notice Inviting Bids; Instructions to Bidders; Supplementary Instructions to Bidders; Proposal; this Contract; Standard Specifications; Supplementary Conditions; Exhibits; Technical Specifications; List of Drawings; Drawings; Addenda; Notice to Proceed; Change Orders; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work. The Contract Documents constitute the complete agreement between the City and the Contractor and supersede any previous agreements or understandings.

2. **CONTRACT SUM.** The City agrees to pay the Contractor a sum not to exceed _____ dollars (\$) for the Work in the manner set forth in the Contract Documents. The City may adjust this amount as set forth in the Contract Documents.

3. TIME FOR PERFORMANCE.

- A. The Contractor will fully complete the Work within _____ working days (the "Contract Time.")
- B. The Contract Time will commence when the City issues a notice to

proceed. The Contract Documents will supersede any conflicting provisions included on the notice to proceed issued pursuant to this Contract.

- C. The Contractor may not perform any Work until:
 - i. The Contractor furnishes proof of insurance as required by the Contract Documents; and
 - ii. The City gives the Contractor a written, signed, and numbered purchase order and notice to proceed.
- D. By signing this Contract, the Contractor represents to the City that the Contract Time is reasonable for completion of the Work and that the Contractor will complete the Work within the Contract Time.
- E. Should the Contractor begin the Work before receiving written authorization to proceed, any such Work is at the Contractor's own cost and risk.

4. **DISPUTES.** Disputes arising from this contract will be determined in accordance with the Contract Documents and Public Contracts Code §§ 10240-10240.13.

5. **THIRD PARTY CLAIMS.** In accordance with Public Contracts Code § 9201, the City will promptly inform the Contractor regarding third-party claims against the Contractor, but in no event later than ten (10) business days after the City receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of the Contract Documents. As more specifically detailed in the Contract Documents, the Contractor agrees to indemnify and defend the City against any third-party claim.

6. **TAXPAYER IDENTIFICATION NUMBER.** The Contractor will provide the City with a Taxpayer Identification Number.

7. **PERMITS AND LICENSES.** Unless otherwise provided, the Contractor, at its sole expense, will obtain and maintain during the Contract Time, all necessary permits, licenses, and certificates that may be required in connection with the Work.

8. **OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by the Contractor under the Contract Documents are the City's property. The Contractor may retain copies of said documents and materials as desired, but will deliver all original materials to the City upon the City's written notice.

9. **INDEMNIFICATION.** The Contractor agrees to indemnify, defend, and hold the City harmless as set forth in the Contract Documents. The requirements as to the types and

limits of insurance coverage to be maintained by the Contractor as required by the Contract Documents, and any approval of such insurance by the City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract Documents, including, without limitation, to the provisions concerning indemnification.

10. INDEPENDENT CONTRACTOR. The City and the Contractor agree that the Contractor will act as an independent contractor and will have control of all work and the manner in which it is performed. The Contractor will be free to contract for similar service to be performed for other employers while under contract with the City. The Contractor is not an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits the City provides for its employees. Any provision in this Contract that may appear to give the City the right to direct the Contractor as to the details of doing the work or to exercise a measure of control over the work means that the Contractor will follow the direction of the City as to end results of the work only.

11. AUDIT OF RECORDS. The Contractor will maintain full and accurate records with respect to all services and matters covered under this Contract. The City will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. The Contractor will retain such financial and program service records for at least three (3) years after termination or final payment under the Contract Documents.

12. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

The City

The Contractor

City of El Segundo
City Hall

El Segundo, CA

Any such written communications by mail will be conclusively deemed to have been received by the addressee three (3) days after deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

13. NO THIRD PARTY BENEFICIARY. This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.

14. INTERPRETATION. This Contract was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.

15. BUSINESS LICENSE. Unless waived in accordance with El Segundo Municipal Code § 110.03(B), the Contractor and all sub-contractors must obtain a City Business License before executing this Contract.

16. EFFECT OF CONFLICT. In the event of any conflict, inconsistency, or incongruity between any provision of the Contract Documents, precedence will be as follows:

- A. This Contract;
- B. The Standard Specifications; and
- C. Precedence of documents as determined in the Standard Specifications.

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

18. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Contract and to engage in the actions described herein. This Contract may be modified by written amendment. The City's city manager, or designee, may execute any such amendment on the City's behalf.

19. ACCEPTANCE OF FACSIMILE SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

20. COVENANTS AND CONDITIONS. The parties agree that all of the provisions hereof will be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

21. CAPTIONS. The captions of the paragraphs of this Contract are for convenience of reference only and will not affect the interpretation of this Contract.

22. TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF EL SEGUNDO _____

Mary Strenn,
City Manager

ATTEST:

Cindy Mortesen,
City Clerk

Taxpayer ID No. _____

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By:

Karl H. Berger,
Assistant City Attorney

FAITHFUL PERFORMANCE BOND

Bond No.

Bond Fee:

_____ ("PRINCIPAL") _____ and _____, a corporation incorporated under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety, as surety ("SURETY"), are held and firmly bound unto the CITY OF EL SEGUNDO ("CITY") in the sum of _____ (\$ _____) dollars, which is a minimum one hundred percent (100%) of the contract amount, lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

PRINCIPAL or SURETY will apply this bond for the faithful performance of any and all of the conditions and stipulations set forth in this bond, **SPECIFICATIONS NO. 05-01**, and the public works contract executed with such Specifications. In the case of any default in the performance of the conditions and stipulations of this undertaking, it is agreed that PRINCIPAL or SURETY will apply the bond or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

BOND CONDITIONS

1. PRINCIPAL will construct the public improvements identified in **SPECIFICATIONS NO. 05-01**, a copy of which is on file with CITY's Engineering Division ("Public Project"). Such performance will be in accordance with CITY's plans and profiles (**CITY DRAWING FILE NO. 05-01**) which are made a part of this bond when said plans and profiles are approved by the City Council and filed with CITY's Engineering Division.

2. PRINCIPAL's work on the Public Project will be done in accordance with CITY's plans and specifications and with any permit issued by CITY. Should PRINCIPAL fail to complete all required work within the time allowed, CITY may, at its sole discretion, cause all required work to be done and the parties executing the bond will be firmly bound for the payment of all necessary costs therefor.

3. PRINCIPAL will guarantee its work against any defective work, labor, or materials on the Public Project for a period of one (1) year following the Public Project's completion and acceptance by CITY.

4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the El Segundo Municipal Code ("ESMC").

5. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of **SPECIFICATIONS NO. 05-01** or of the obligation to be performed will in any way affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration or modification of the contract documents or of the obligation to be performed.

6. This bond consists of this instrument; the plans and specifications identified above; and the following two (2) attached exhibits all of which are incorporated herein by reference:

- A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so;
- B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted; and

7. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL's obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 20_____.

PRINCIPAL's PRESIDENT

SURETY's PRESIDENT

PRINCIPAL's SECRETARY

SURETY's SECRETARY

PRINCIPAL's MAILING ADDRESS:

SURETY's MAILING ADDRESS:

NOTE: (1) ALL signatures must be acknowledged by a notary public.
Return two (2) originals to City Clerk's Office.

(2) Bond shall be effective for one (1) year after acceptance of the job.

LABOR AND MATERIALS BOND

Bond No.
Bond Fee:

_____, as principal ("PRINCIPAL") and _____, a corporation incorporated under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety, as surety ("SURETY"), are held and firmly bound unto the CITY OF EL SEGUNDO ("CITY") in the sum of _____ (\$ _____) dollars, which is a minimum one hundred percent (100%) of the contract, lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

This bond is conditioned upon and guarantees payment by PRINCIPAL to contractors, subcontractors, and persons renting equipment; payment by PRINCIPAL and all PRINCIPAL'S subcontractors for all materials, provisions, provender, or other supplies, and equipment used in, upon, for or about the performance of the work contemplated in _____ **SPECIFICATIONS NO. 05-01** ("Public Project"), the public works contract executed for such Public Project, and for all work or labor of any kind performed for the Public Project. In the case of any default in the performance of the conditions and stipulations of this undertaking, it is agreed that PRINCIPAL or SURETY will apply the bond or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

BOND CONDITIONS

1. PRINCIPAL will construct the public improvements identified in **SPECIFICATIONS NO. 05-01** _____, and the public works contract executed for such Specifications, copies of which is on file with CITY's Engineering Division ("Public Project"). Such performance will be in accordance with CITY's plans and profiles (**CITY DRAWING FILE NO. 05-01** _____), which are made a part of this bond when said plans and profiles are approved by the City Council and filed with CITY's Engineering Division.
2. PRINCIPAL will pay all contractors, subcontractors, and persons renting equipment.
3. PRINCIPAL will pay for all materials and other supplies, for equipment used in, on, for or about the performance of the Public Project, and will pay for all work and labor thereon.
4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the El Segundo Municipal Code ("ESMC").
5. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of **SPECIFICATIONS NO. 05-01**, or of the obligation to be performed will in any way affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration or modification of the contract documents or of the obligation to be performed.

6. This bond consists of this instrument; the plans and specifications identified above; and the following TWO (2) attached exhibits all of which are incorporated herein by reference:

- A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and
- B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

7. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL's obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 20_____.

PRINCIPAL's PRESIDENT

SURETY's PRESIDENT

PRINCIPAL's SECRETARY

SURETY's SECRETARY

PRINCIPAL's MAILING ADDRESS:

SURETY's MAILING ADDRESS:

NOTE: (1) ALL signatures must be acknowledged by a notary public.
Return two (2) originals to City Clerk's Office.

(2) Bond shall be effective for one (1) year after acceptance of the job.

SECTION II - GENERAL REQUIREMENTS

A. GENERAL SPECIFICATIONS

SCOPE AND LOCATION OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and contract documents. The general items of work include the following:

TIME FOR COMPLETION

CONTRACTOR will commence work on date specified in the **Notice to Proceed** to be issued to said **CONTRACTOR** by the Public Works Department of **CITY** and will complete work on the **PROJECT** within fifteen (15) **WORKING DAYS** after the date of commencement.

All work is to be completed by **CONTRACTOR** by July 1, 2005.

REGISTRATION OF CONTRACTORS

No bid will be accepted from a **CONTRACTOR** who has not been licensed in accordance with the provisions of the laws of the State of California relating to licensing of contractors, for the type of work to be performed under this Contract.

CITY BUSINESS LICENSE

CONTRACTOR and **SUB-CONTRACTORS** will obtain a City Business License before execution of the construction contract.

NOTIFICATIONS

The **CONTRACTOR** will notify all agencies listed here in a minimum of **forty-eight (48) hours** before start of operation. The following list of names and telephone numbers are intended for the convenience of the **CONTRACTOR** and the City does not guarantee either the completeness or correctness of this list.

<u>OPERATION</u>	<u>OFFICE</u>	<u>TELEPHONE</u>
	Public Works/ <u>General Services Division:</u>	
Start of work, shutdown of work, or resumption of work after Shutdown	Andres Santamaria, Public Works Director	310-524-2356
	Roger Groman, General Services Manager	310-524-2709
	Paul Bowen, Civil Engineering Associate	310-524-2359
Closing of streets	El Segundo Police Department **	310-524-2200
	El Segundo Fire Department **	310-524-2236
Street striping	Street Maintenance Division	310-524-2709

** The **CONTRACTOR** will notify the General Services Division before notifying these offices.

The following information is provided for **CONTRACTOR'S** use to notify agencies if their facilities are affected by **CONTRACTOR'S** work:

1. Underground Service Alert (all excavation in public right-of-way) - 800-422-4133
2. City of El Segundo - Water/Wastewater Division 310-524-2742
3. City of El Segundo - Recreation and Parks 310-524-2707
4. Southern California Gas Company 310-671-9002
5. Southern California Edison Company (SCE) 310-417-3366
6. Pacific Bell 310-515-4430
7. Time Warner Communication (Cable) 310-768-0400
Extension 414
8. Los Angeles County Sanitation District 310-699-7411
9. El Segundo Unified School District 310-322-4500

EMERGENCY INFORMATION

The names, addresses and telephone numbers of the **CONTRACTOR** and subcontractors, or their representatives, will be filed with the City Engineer and the City Police Department **BEFORE PERFORMING WORK.**

FURNISHING OF WATER

Water necessary for the prosecution of the work as herein specified will be furnished by the City in the following manner:

The **CONTRACTOR** will deposit with the City Water/Wastewater Division the sum of **Three Hundred Dollars (\$ 300.00)** to insure against damage to a 2 ½" Fire Hydrant water meter which will be furnished and installed by the City at a point convenient to the site of the work. This deposit will be refunded to the **CONTRACTOR** upon completion of the Project if, after removal and inspection of said meter by the City, it is found to be in satisfactory condition. In event of damage to this meter while under the jurisdiction of the **CONTRACTOR**, all or any part of said deposit may be retained by the City.

CALIFORNIA - OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION

All work performed under this contract will be done in strict compliance with the Cal-OSHA Rules and Regulations, latest edition.

SOUND CONTROL

The **CONTRACTOR** will comply with all local sound control and noise level rules, regulations and ordinances that apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the Project or related to the Project, will be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine will be operated on the Project without said muffler.

The use of loud signals will be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

AIR POLLUTION CONTROL

The **CONTRACTOR** is put on notice that he must abide by all existing rules and regulations of the SCAQMD (South Coast Air Quality Management District), relating to all operations or equipment which discharge visible emissions or solid or liquid particles to the atmosphere.

WORKER UNIFORMS

All workers under the employment of the **CONTRACTOR** or his/her **SUBCONTRACTOR** will wear an orange vest or an orange shirt while working in the public right-of-way.

**SECTION II – A
SPECIAL PROVISIONS**

SCOPE

All work shall be performed in accordance with the Plans, Project Specifications, Standard Specifications for Public Works Construction, 2003 edition, including supplements thereto, American Public Works Association Standard Plans for Public Works Construction, the City of El Segundo Public Works Department Specifications for Sidewalks, Curb and Gutters, and Driveway Approaches, the City of El Segundo Engineering Division Specifications for Removal and Replacement of Surface Improvements within Public Right-of-way, Geotechnical Report, Existing Facility As-builts, SWPPP unless otherwise shown on the plans, or as specified herein. Strict compliance with State and local safety codes will be enforced.

**SECTION II – B
AMENDMENTS AND ADDITIONS TO THE STANDARD SPECIFICATIONS**

0-1 GENERAL

Except as modified by these City Amendments to the Standard Specifications, the provisions of the latest edition of the "Standard Specifications for Public Works Construction" and its supplements prepared and promulgated by the Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, constitute the Standard Specifications for this project.

0-2 NUMBERING OF SECTIONS

The numbering contained within the Standard Specifications of the Contract Documents is intended to correspond with SSPWC numbering.

0-3 MODIFICATIONS

To the extent that the provisions of the Contract Documents conflict with the SSPWC, the Contract Documents take precedence.

1-2 DEFINITIONS

The following definitions replace the current definitions in Subsection 1-2 of the SSPWC

1-2.1 ADDITIONAL DEFINITIONS

Acceptance – The date on which the City Council accepts the Work as complete.

Architect, Construction Manager, Design Engineers, Soils Engineer, Structural Engineers - Advisors employed by the City.

Bidder - Any individual, firm, partnership, corporation, or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

City Council - The body constituting the awarding authority of the City. Also see "Board."

Compensable Delay - A delay entitling the Contractor to an adjustment of the Contract Sum and an adjustment of the Contract Time in accordance with this Agreement. Reference Sections 5.5 & 6.6 of the SSPWC.

Non-Compensable Delay – A delay entitling the Contractor to an adjustment of Contract time only in accordance with this Agreement. Reference Sections 5.5 & 6.6 of the SSPWC.

Due Notice - A written notification, given in due time, of a proposed action where such notification is required by the contract to be given a specified interval of time (minimum 48 hours or two working days) before the commencement of the contemplated action. Notification may be from Engineer to Contractor or from Contractor to Engineer.

Engineer - The City Engineer, or designee, as defined in the SSPWC. Unless otherwise provided, all correspondence and decisions made relative to the contract will be by the City Engineer or his designated representative.

PCC – California Public Contract Code.

Prompt - The briefest interval of time required for a considered reply, including time required for approval of a governing body.

Public Works Director – The City's Public Works Director, or designee.

State Standard Specifications - State of California Standard Specifications, dated July 1992, Business and Transportation Agency, Department of Transportation

Working Days - A working day is defined as any day, except Saturdays, Sundays, legal holidays, City and Trade Union and days when work is suspended by the Engineer, as provided in Subsection 6-3 and days determined to be non-working in accordance with Subsection 6-7, "Time of Completion."

The following Subsection is added to Subsection 1-3 of the SSPWC.

1-3.1 The following abbreviations are added to Subsection 1-3 of the SSPWC:

AAN	American Association of Nurserymen
AGC	Associated General Contractors of America
AISC	American Institute of Steel Construction
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
IEEE	Institute of Electric and Electronic Engineers
NEC	National Electric Code
SPPWC	Standard Plans for Public Works Construction by the American Public Works Association 2003 or latest edition and subsequent supplements
ASA	American Standard Association
CITY	City of El Segundo
SSP	State of California Standard Plans, July 1995 edition
SSS	State of California Standard Specifications, July 1999 edition

SECTION 2 – SCOPE AND CONTROL OF WORK

The following subsections 2-1.1 and 2-1.2 are added to the SSPWC.

2-1.1 ACCESS TO PROJECT SITE

Not later than the date designated in the current Contract Schedule submitted by the Contractor, the City will provide access to the real property and facilities upon which the Work is to be performed, including access to real property and facilities designated in the Contract Documents for the Contractor's use.

2-1.2 OWNERSHIP AND USE OF CONTRACT DOCUMENTS.

The Contract Documents and all copies furnished to or provided by the Contractor are the City's property and may not be used on other work.

2-3 SUBCONTRACTS

Subsection 2-3 Subcontractors of SSPWC is deleted in its entirety and replaced with the following subsection.

2-3.1 GENERAL

Except as provided in PCC §§ 4100 et. seq., each bidder will file with its bid the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or

about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid. Only one subcontractor will be listed for each portion of the work, which portion will be defined in the bid. In each instance, the nature and extent of the work to be sublet will be described. The failure of the Contractor to specify a subcontractor, or the listing of more than one subcontractor for the same portion of the work, constitutes an agreement by the Contractor that it is fully qualified to perform that portion itself and that it will perform that portion itself.

The Contractor must have the City Council's written consent to substitute a subcontractor other than that designated in the original bid, to permit any subcontract to be assigned or transferred, or to allow a subcontract to be performed by other than the original subcontractor.

Subcontracting of work for which no subcontractor was designated in the original bid, and which is more than one-half of one percent of the work, will be allowed only in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City Council setting forth the facts constituting the emergency or necessity.

Violation of any of the above provisions will be considered a breach of the Contract, and the City may terminate the Contractor's control over the Work, cancel the contract, or assess the Contractor a penalty of not more than ten percent of the subcontract involved.

All persons engaged in the work, including subcontractors and their employees will be considered as employees of the Contractor. The Contractor will be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work. The City will deal directly with, and make all payments to, the prime Contractor.

When subcontracted work is not being prosecuted in a satisfactory manner, the Contractor will be notified to take corrective action. The Engineer may report the facts to the City Council. If the City Council so orders, and on receipt by the Contractor of written instructions from the Engineer, the subcontractor will be removed immediately from the Work. That subcontractor will not again be employed on the Work.

2-3.2

ADDITIONAL RESPONSIBILITY

Revise the General Contractors work requirement from 50 percent to 20 percent.

Add the following to Subsection 2-3.2 Additional Responsibility:

The Contractor will submit experience statements for each subcontractor who will perform contract work that amounts to more than ten percent (10%) of the Work.

2-4 CONTRACT BONDS

The following paragraph is added to Subsection 2-4 of the SSPWC.

The Faithful Performance Bond and the Labor and Materials Bond must be paid up and in effect for one year after the acceptance of the job by the City in accordance with the guarantee required by Subsection 6-8.1.

2-5 PLANS AND SPECIFICATIONS

Subsection 2-5.1 of the SSPWC is replaced by the following subsections.

2-5.1 GENERAL

The Contractor will maintain the following at the Work site:

1. One as-built copy of the Plans and Specifications, in good order and marked to record current changes and selections made during construction.
2. The current accepted Contract Schedule.
3. Shop Drawings, Product Data, and Samples.
4. Approved permits from other agencies, including Cal-OSHA permits for trench shoring.
5. All other required submittals and items listed in the Specifications.

The Plans, Specifications, and other Contract Documents will govern the Work. The Contract Documents are intended to be complementary and cooperative and to describe and provide for a complete project. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, will be as though shown or mentioned in both.

Payment for any items on the plans for which there are no specific bid item will be included in the various items of work or in any item to which it is appurtenant.

If the Contractor performs any work which it knows or should know involves

an error, inconsistency, or omission without notifying and obtaining written consent from the Engineer, the Contractor will be responsible for the resulting losses, including, without limitation, the costs of correcting defective work.

2-5.2 PRECEDENCE OF CONTRACT DOCUMENTS

The following paragraph is added to subsection 2-5.2 of the SSPWC:

As the figured dimensions shown on the plans and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions will be followed in preference to the scaled dimensions, and plans to a large scale will be followed in preference to the plans to a small scale. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in the Contract, the Contractor will apply to the Engineer for such further explanations as may be necessary, via a written Request for Information, a minimum of two working weeks (10 days) prior to commencing work on any affected portion of the work and will conform thereto as part of the Contract so far as may be consistent with the terms thereof. Any items shown on drawings and not mentioned in the specifications will be of like effect as if shown or mentioned in both.

2-5.5 ACCURACY OF PLANS AND SPECIFICATIONS

Although it is believed that much of the information pertaining to conditions and existing utilities that may affect the cost of the Work will be shown on the Plans or indicated in the Specifications, the City does not warrant the completeness or accuracy of such information.

The Contractor will carefully study and compare each of the Contract Documents with the others and with information furnished by the City and will promptly report in writing to the Engineer, via a written Request for Information, a minimum of two working weeks (10 days) prior to commencing work on any affected portion of the work, any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with applicable law observed by the Contractor.

The Contractor will take field measurements, verify field conditions, perform soil investigations, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to the Contractor before commencing the Work. Errors, inconsistencies, or omissions discovered at any time will be promptly reported in writing to the Engineer.

2-8 RIGHT-OF-WAY

The following subsection is added to Subsection 2-8 of the SSPWC.

2-8.1 ADDITIONAL WORK AREAS AND FACILITIES

When the Contractor arranges for additional temporary work areas and facilities, the Contractor will provide the City with proof that the additional work areas or facilities have been left in a condition satisfactory to the owner(s) of said work areas or facilities before acceptance of the work.

3-3.2.2 BASIS FOR ESTABLISHING COSTS

Subsection 3-3.2.2 (c), Tool and Equipment Rental is modified where the second and third paragraphs are replaced with "Regardless of ownership, the rates to be used in determining the equipment usage costs will not exceed those listed for the same or similar equipment in the California State Department of Transportation publication of Labor Surcharge and Equipment Rates effective for the period of usage."

3-3.2.3 MARK UP

Subsection 3-3.2.3, Mark Up, is deleted in its entirety and replaced by the following subsection:

(a) Work by Contractor. The following percentages will be added to the Contractor's costs and will constitute the markup for all overhead and profits.

- 1) Labor 20
- 2) Materials..... 15
- 3) Equipment Rental..... 15
- 4) Other Items and Expenditures 15

To the sum of the costs and markups provided for in this subsection, 1 percent will be added as compensation for bonding.

(b) Work by Subcontractors. When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) will be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor. The cost of preparation and administration, of the extra work, including, but not limited to, all field supervision, Project and General Superintendents, all Project Management and all home and field office Administration, shall be inclusive in the

overhead mark-ups, no additional labor charges for such will be allowed.

3-3.3 DAILY REPORTS BY CONTRACTOR

Add the following paragraph to subsection 3-3.3, Daily Reports by Contractor:

If disagreement continues regarding extra work, the Contractor may seek compensation in accordance with the Claims procedure. Daily Reports required by this subsection must be made part of the Claim as supporting data for the Claim. Reports shall be presented to and acknowledged (signed) by the Engineer (or Designee) on a daily basis. The Contractor shall resolve all discrepancies.

3-4 CHANGED CONDITIONS

Subsection 3-4, Changed Conditions, is deleted in its entirety and replaced with the following subsection:

If the Contractor encounters concealed or unknown conditions that differ materially from those anticipated or expected ("changed conditions"), the Contractor will immediately notify the Engineer in writing of such changed conditions (upon discovery and before disturbing such changed conditions), as provided in Subsection 6-11, so that the Engineer can determine if such conditions require design details that differ from those design details shown in the Contract Documents. Notwithstanding the thirty (30) day time period set forth in Subsection 6-11.3, the Contractor will be liable to the City for any extra costs incurred as a result of the Contractor's failure to promptly give such notice.

Changed conditions will include, without limitation, the following:

1. Subsurface or latent physical conditions differing materially from those represented in the Contract Documents;
2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and
3. Material differing from what is represented in the Contract which the Contractor believes may be hazardous waste as defined in California Health & Safety Code § 25117 that is required to be removed to a Class I, II, or III disposal site in accordance with applicable law.

The Engineer will promptly investigate conditions that appear to be changed conditions. The Engineer's decision, and any dispute regarding that decision, will be made in accordance with Section 6-11 except that the Engineer will render a decision promptly.

Any information provided pursuant to INFORMATION AVAILABLE TO BIDDERS is subject to the following provisions:

1. The information is made available for the Bidders' convenience and is not a part of the Contract.
2. The City has not determined the accuracy or completeness of such information and all such information is made available to Bidders without any representation or warranty by the City whatsoever as to its accuracy, completeness, or relevancy.
3. Bidders will independently evaluate such information for their use and will be solely responsible for use or interpretation of such information. Any such use or interpretation will not be the basis of any claim against the City.

3-5 DISPUTED WORK

Subsection 3-5 is deleted in its entirety and replaced by the following subsection.

If the Contractor and the City do not reach agreement on disputed work, the City may direct the Contractor to proceed with the work. Any payment for the disputed work will be determined pursuant to the claims procedures in these Standard Specifications. Although not to be construed as proceeding under extra work provisions, the Contractor will keep and furnish records of disputed work as required by the Contract Documents.

4-1.3 INSPECTION REQUIREMENTS

Subsection 4-1.3, Inspection Requirements, is deleted in its entirety and replaced by the following subsections.

4-1.3.1 GENERAL

Unless otherwise specified, inspection at the source of production for such materials and fabricated items as bituminous paving mixtures, structural concrete, fabricated metal products, cast metal products, welding, reinforced and unreinforced concrete pipe, application of protective coatings, and similar shop and plant operations is not required. A certificate of compliance, signed by an authorized officer and Licensed Engineer employed by the producer, certifying compliance with the contract documents will be

submitted for all of the following materials: steel pipe, sizes less than 18 inches; vitrified clay pipe; asbestos cement pipe; cast iron pipe; reinforced concrete pipe; non-reinforced concrete pipe; and PVC sewer and water pipe; subject to sampling and testing by City.

Standard items of equipment, such as electric motors, conveyors, plumbing fittings and fixtures, lumber, plywood, and so on, are subject to inspection at the job site, at the Engineer's sole discretion.

All other equipment items will be inspected and tested in accordance with the contract documents.

The City does not provide full time inspection. The Contractor will provide 48-hour minimum written notice (inspection request form to be provided by the Engineer) for each inspection required by the work unless other arrangements have been agreed upon, in writing, with the City Engineer. Any delay caused by failure to provide said notice shall be the Contractor's sole responsibility. Any inspection required outside of normal working hours and days, including holidays, will be at the Contractor's cost at rates established by the City.

1. On all questions relating to quantities, the acceptability of material, or work, the execution, progress or sequence of work, and the interpretation of specifications or plans, the decision of the Engineer is final and binding, and shall be precedent to any payment under the contract.
2. All work and materials are subject to inspection and approval of the Engineer.
3. Legible copies of material/weight certification shall be turned over to the inspector on a daily basis.

Inspection of the work shall not relieve the **CONTRACTOR** of the obligations to fulfill all conditions of the contract.

4-1.3.2 INSPECTION OF MATERIALS NOT PRODUCED LOCALLY

Contractor purchased materials, fabricated items, and equipment, produced at sources located more than 50 miles outside the corporate limits of the City, and which are specified to be inspected in the Contract Documents, will be inspected by inspectors or testing laboratories arranged for and paid for by City. Report of such inspection must be submitted to the City. If any item inspected fails to meet the specified criteria, the Contractor will pay all costs for reinspection, and such costs may be deducted from payments due to the Contractor. A copy can be furnished to Contractor upon request.

4-1.6 TRADE NAMES OR EQUALS

Whenever any material, product, equipment, or service is specified by brand, trade, or proprietary name, the item so specified will be deemed to be followed by the words "or equal".

For the City's consideration of a proposed "equal" item, the Bidder will submit, a minimum of ten (10) calendar days before the date of the bid opening, documentation of the particulars of the proposed "equal item". At a minimum, the submitted documentation will include:

Written request with explanation of why the product should be considered as an equal product.

- Material specifications.
- Technical specifications.
- Test data.
- Samples.
- Comparison chart of key specifications of the "equal" item against similar specifications of the specified item.
- Work locations and reference telephone numbers of at least three (3) locations where the proposed "equal" item has been recently installed under similar conditions.
- Warranty data.

The Bidder will be notified by the Engineer whether or not the proposed "equal" product is acceptable to the City five (5) calendar days before the date of the bid opening. Failure to submit all required documentation and/or submittal of incomplete documents may result in the City's rejection of the proposed "equal" product without further consideration.

5-2 PROTECTION

The following subsection is added to Subsection 5-2 of the SSPWC.

5-5 DELAYS

The following paragraphs are added to Subsection 5-5 of the SSPWC.

Actual loss, as used in this Subsection, will be understood to include no

items of expense other than idle time of equipment and necessary payments for idle time of workers, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment and idle time of workers will be determined by Subsection 5-5.1 and no markup will be added in either case for overhead and profit. The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work.

The following subsection is added to Subsection 5-5 of the SSPWC.

5-5.1 CALCULATING IDLE TIME

Equipment idle time will be calculated in accordance with Subsection 3-3.2.2(c) and based upon the actual normal working time during which the delay condition exists, but in no case will exceed 8 hours in any one day. The days for which compensation will be paid will be the calendar days, excluding Saturdays, Sundays and legal holidays, during the existence of the delay.

Worker idle time will be calculated in accordance with Subsection 3-3.2.2(a).

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

Section 6-1, Construction Schedule and Commencement of Work, is deleted in its entirety and replaced by the following subsections.

Pre-Construction Meeting:

After contract award, the City will arrange for pre-construction meeting(s) to discuss the construction of the project. City will invite utility agencies and the contractor will arrange for all of its sub-contractors to attend the meeting.

6-1.1 CONTRACT SCHEDULE

A. GENERAL

1. Scheduling of the Work shall be performed by the Contractor in accordance with the requirements of this Section 6.

B. QUALIFICATIONS

C. INITIAL SCHEDULE SUBMITTALS

1. At or before the pre-construction conference, the Contractor shall submit two short term schedule documents that shall serve as the Contractor's plan of operation for 20 day period of the Contract Time and to identify the manner in which the

Contractor intends to complete all Work within the Contract Time.

2. The Engineer and the Contractor shall meet to review and discuss the operation and project overview. The Contractor shall make corrections to the schedules necessary to comply with the requirements and shall adjust the schedules to incorporate any missing information requested by the Engineer.

5. Acceptance

- a. Acceptance of the Contractor's schedule by the Engineer and Owner will be based solely upon compliance with the requirements. By way of the Contractor assigning activity durations and proposing the sequence of the Work, the Contractor agrees to utilize sufficient and necessary management and other resources to perform the Work in accordance with the schedule. Upon submittal of a schedule update, the updated schedule shall be considered the "current" project schedule.
- b. Submission of the Contractor's progress schedule to the Owner or Engineer shall not relieve the Contractor of total responsibility for scheduling, sequencing, and pursuing the Work to comply with the requirements of the Contract Documents, including adverse effects such as delays resulting from ill-timed Work.

6. **Schedule Revisions:** The Contractor shall highlight or otherwise identify all changes to the schedule logic or activity durations made from the previous schedule. The Contractor shall modify any portions of the CPM schedule which become infeasible because of activities behind schedule or for any other valid reason.

D. CHANGE ORDERS & EXTRA WORK

Prior to and required for approval of a Change Order, the Contractor shall utilize a sub-network in the scheduling depicting any change in the work, purported to impact the schedule, and its effect on other activities. This sub-network shall be tied to the main network with appropriate logic so that a true analysis of the critical path can be made.

I. **INCLEMENT WEATHER PROVISIONS OF THE SCHEDULE**

The Contractor's construction schedule shall include at least the number of days of delay due to unusually severe weather as listed in the Supplementary General Conditions.

6-1.2 CONTENT OF CONTRACT SCHEDULE

The Engineer's review of the form and general content of the Contract Schedule and any updated Contract Schedules is only for the purpose of determining if the listed requirements are satisfied, nothing more.

6-1.3 EFFECT OF CONTRACT SCHEDULE

The Contract Schedule, and any updated Contract Schedules, will represent a practical plan to complete the Work within the Contract Time. Extension of any schedule beyond the Contract Time will not be acceptable. Schedules showing the Work completed in less than the Contract may be acceptable if judged by the Engineer to be practical. Acceptance of such a schedule by the Engineer will not change the Contract Time. The Contract Time, not the Contract Schedule, will control in determining liquidated damages payable by the Contractor and in determining any delay.

If a schedule showing the Work completed in less than the Contract Time is accepted, the Contractor will not be entitled to extensions of the Contract Time for Excusable Delays or Compensable Delays or to adjustments of the Contract Sum for Compensable Delays until such delays extend the completion of the Work beyond the expiration of the Contract Time.

The Contractor will plan, develop, supervise, control, and coordinate the performance of the Work so that its progress and the sequence and timing of Work activities conform to the current accepted Contract Schedule. The Contractor will continuously obtain from Subcontractors information and data about the planning for and progress of the Work and the delivery of equipment, will coordinate and integrate such information and data into updated Contract Schedules, and will monitor the progress of the Work and the delivery of equipment. The Contractor will act as the expeditor of potential and actual delays, interruptions, hindrances, or disruptions for its own forces and those forces of Subcontractors. The Contractor will cooperate with the Engineer in developing the Contract Schedule and updated Contract Schedules.

The Engineer's review and comments about any schedule or scheduling data will not relieve the Contractor from its sole responsibility to plan for, perform, and complete the Work within the Contract Time. Review and comments

about any schedule will not transfer responsibility for any schedule to the Engineer or the City nor imply their agreement with (1) any assumption upon which such schedule is based or (2) any matter underlying or contained in such schedule.

The Engineer's failure to discover errors or omissions in schedules that have been reviewed, or to inform the Contractor that the Contractor, Subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the Contract Schedule will not relieve the Contractor from its sole responsibility to perform and complete the Work within the Contract Time and will not be a cause for an adjustment of the Contract Time or the Contract Sum.

The Contractor will perform the Work in accordance with the currently accepted Contract Schedule.

6-4 DEFAULT BY CONTRACTOR

The language in subsection 6-4 is deleted in its entirety and replaced with the following subsections.

6-4.1 GENERAL

Should the Contractor fail to begin delivery of material and equipment, to commence the Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fail to maintain the Work schedule (as determined by the current accepted Contract Schedule) which will ensure the City's interest, or if the Contractor is not carrying out the intent of the Contract, the City may serve written notice upon the Contractor and the Surety on its Faithful Performance Bond demanding satisfactory compliance with the Contract.

6-4.2 TERMINATION OF CONTRACTOR'S CONTROL OVER THE WORK

The City may terminate the Contractor's control over the Work without liability for damages when, in the City's opinion, the Contractor is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the Work without the City's consent. Should such termination occur, the Contractor will be paid the actual amount due based on Contract Unit Prices or lump sums bid and the quantity and quality of the work completed and in place at the time of termination, less damages caused to the City by the Contractor's action or inaction.

In the event of such termination of control, the City may do any one, or combination of, the following:

1. Serve written notice upon the Surety on its Faithful Performance Bond

demanding satisfactory compliance with the Contract. In such event the Surety will, within 5 days, assume control and perform the Work as successor to the Contractor;

2. The City may perform the Work itself and deduct the cost thereof from any payment due to the Contractor;
3. The City may replace the Contractor with a different contractor to complete the work and deduct the cost thereof from any payment due to the Contractor.

Nothing herein will waive, or serve as a limitation upon, any additional remedy the City may have under these Contract Documents or applicable law.

6-4.3

SURETY'S ASSUMPTION OF CONTROL

Should the Surety assume any part of the Work, it will take the Contractor's place in all respects for that part, and will be paid by the City for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default will be payable to the Surety as the Work progresses, subject to the terms of the Contract.

If the Surety does not assume control and perform the Work within 5 days after receiving notice of cancellation, or fails to continue to comply, the City may exclude the Surety from the premises. The City may then take possession of all material and equipment and complete the Work by City's forces, by letting the unfinished work to another contractor, or by a combination of such methods. In any event, the cost of completing the Work will be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the City. If the sums due under the Contract are insufficient for completion, the Contractor or Surety will pay to the City within 5 days of completion, all costs in excess of the sums due.

The provisions of this subsection will be in addition to all other rights and remedies available to the City under applicable law.

6-6

DELAYS AND EXTENSIONS OF TIME

Subsections 6-6.1 to 6-6.4 are deleted and replaced with the following subsections.

6-6.1

GENERAL

If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of time as

provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays except as otherwise provided herein. Excusable delay may include: war, earthquakes exceeding 3.5 on the Richter Scale, government regulation, labor disputes outside the contemplation of the parties, strikes outside the contemplation of the parties, fires, floods, changes to the Work as identified herein, or other specific events that may be further described in the Specifications.

Delays to the project caused by labor disputes or strikes involving trades not directly related to the project, or involving trades not affecting the project as a whole will not warrant an extension of time.

The City will not grant an extension of time for a delay by the Contractor's inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the Contractor's operations and accepted construction schedule. Should delays be caused by events other than those included herein, the Engineer may, but is not required to, deem an extension of time to be in the City's best interests.

6-6.2 EXTENSIONS OF TIME

If granted, extensions of time will be based upon the effect of delays to the critical path of the Work as determined by the current accepted Contract Schedule. Delays to minor portions of the Work that do not affect the critical path will not be eligible for extensions of time.

6-6.3 PAYMENT FOR DELAYS TO CONTRACTOR

Any payment for compensable delay will be based upon actual costs as set forth in Subsection 5-5 excluding, without limitation, what damages, if any, the Contractor may have reasonably avoided. The Contractor understands that this is the sole basis for recovering delay damages and explicitly waives any right to calculate daily damages for office overhead, profit, or other purported loss, using different formulas including, without limitation, the Eichleay Formula.

6-6.4 WRITTEN NOTICE AND REPORT

If the Contractor desires payment for a delay or an extension of time, it will give the Engineer written notice of such request not later than the time limit set forth in the Proposal for submitting a claim after the event or occurrence giving rise to a delay claim. Failure to submit a written request within such amount of time will result in the Contractor waiving its delay claim.

Any claim for payment or an extension of time must be in the form required by the "Claims" sections of these Specifications.

In no event will the City grant the Contractor an extension of time if the delay is within the Contract Time as identified by the Contract Documents.

6-7 TIME OF COMPLETION

Subsection 6-7.1 is deleted in its entirety and replaced with the following subsection.

6-7.1 GENERAL

The CITY will issue a Notice to Proceed (NTP) to CONTRACTOR upon execution of the Contract. Said NTP will require CONTRACTOR to complete the work within the time set forth in the Contract.

The date of the NTP will establish the start date of the project. **THE PROJECT IS SCHEDULED TO BEGIN JUNE 13, 2005 AND BE COMPLETED BY JULY 1, 2005.**

CONTRACTOR shall commence mobilization to the site only on the date of the Notice to Proceed to be issued to said **CONTRACTOR** by the Public Works Department of the **CITY**.

PROJECT to be completed within **15 WORKING DAYS** after said date.

6-7.2 WORKING HOURS

The following paragraphs are added to Section 6-7.2 of the SSPWC:

On workdays, Contractor's activities will be confined to the hours between 7:00 a.m. and 5:30 p.m. The City will not permit Work between the hours of 5:30 p.m. and 7 a.m. unless specifically provided for in the bid documents or unless the Contractor receives prior written approval.

The Engineer may, but is not required to, allow the Contractor to work on Saturdays, Sundays and City Holidays and only with prior written approval. The Contractor shall pay all expenses to the City for inspection, observation, Engineer and Construction Management as required on said days.

6-8 COMPLETION AND ACCEPTANCE

Subsection 6-8 is deleted in its entirety and replaced by the Project Specifications and the following:

6-8 COMPLETION AND ACCEPTANCE

The Work will be inspected by the Engineer for acceptance upon the

Engineer receiving the Contractor's written assertion that the Work is complete.

If, in the Engineer's judgment, the Work is complete and all closeout submittals and documentation including, but not limited to, project as-builts, operation and maintenance manuals, warranties and extra materials is provided, the Engineer will accept the Work on behalf of the City in the manner prescribed by the City. The Engineer will recommend approval of the Notice of Completion to the City Council. This will be the date when the Contractor is relieved from responsibility to protect the Work.

All work will be guaranteed by the Contractor against defective workmanship and materials furnished by the Contractor for a period of 1 year from the date the Work was completed and accepted by the Engineer. The Contractor will replace or repair any such defective work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform this work and the Contractor's sureties will be liable for the cost thereof.

6-8.1 GENERAL GUARANTY

The Contractor will remedy any defects in the work and pay for any damage to other work resulting therefrom, which will appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The owner will give notice of observed defects with reasonable promptness.

6-9 LIQUIDATED DAMAGES

Subsection 6-9, Liquidated Damages, of the SSPWC is deleted in its entirety and replaced by the following subsections.

6-9.1 FAILURE TO COMPLETE WORK ON TIME

If all the work called for under the contract is not completed before or upon the expiration of the Contract Time, the City will sustain damage. Since it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay, it is therefore agreed that the Contractor will pay to the City the sum specified in the Proposal for each and every calendar day beyond the time prescribed to complete the work not as a penalty, but as a predetermined liquidated damage. The Contractor agrees to pay such liquidated damages as are herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due to the Contractor under the contract.

Unless otherwise specified, liquidated damages on project completion will be \$2500 per calendar day.

6-11 DISPUTES AND CLAIMS; PROCEDURE

6-11.1 GENERAL

Consistent with PCC § 10240.6, "Claim" means a written demand or assertion by the Contractor that seeks an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between the City and the Contractor arising out of or related to the Contract Documents or the performance of the Work, and claims alleging an unforeseen condition or an act, error, or omission by the City, the Engineer, their agents or employees. "Claim" does not mean, and the Claims procedures herein do not apply, to the following:

1. Claims respecting penalties for forfeitures prescribed by statute or regulations, which a government agency is specifically authorized to administer, settle, or determine.
2. Claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from liability for personal injury or death.
3. Claims respecting a latent defect, breach of warranty, or guarantee to repair.
4. Claims respecting stop notices.

If a Claim is subject to the Change Order procedures, the Claim arises upon the issuance of a written final decision denying in whole or in part the Contractor's Change Order Request. If a Claim is not subject to the Change Order Procedures, the Claim arises when the Contractor discovers, or reasonably should discover, the condition or event giving rise to the Claim.

6-11.2 FORM

A Claim must include the following:

1. A statement that it is a Claim and a request for a decision.
2. A detailed description of the act, error, omission, unforeseen

condition, event or other condition giving rise to the Claim.

3. If the Claim is subject to the Change Order procedures, a statement demonstrating that a Change Order Request was timely submitted and denied.
4. A detailed justification for any remedy or relief sought by the Claim, including to the extent applicable, the following:
 - a) If the Claim involves extra work, a detailed cost breakdown claimed. The breakdown must be provided even if the costs claimed have not been incurred when the Claim is submitted.
 - b) To the extent costs have been incurred when the Claim is submitted, the Claim must include actual cost records (including, without limitation, payroll records, material and rental invoices) demonstrating that costs claimed have actually been incurred.
 - c) To the extent costs have not yet been incurred at the time the Claim is submitted, actual cost records must be submitted on a current basis not less than once a week during any periods costs are incurred. A cost record will be considered current if submitted within 7 days of the date the cost reflected in the record is incurred. At the Engineer's request, claimed extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged extra work on a daily basis).
5. If the Claim involves an error or omission in the Contract Documents:
 - a) An affirmative representation that the error or omission was not discovered before submitting a bid for the Contract; and
 - b) A detailed statement demonstrating that the error or omission reasonably should not have been discovered by the Contractor, its Subcontractors and suppliers, before submitting a bid for the Contract.
6. If the Claim involves an extension of the Contract Time, written documentation demonstrating the Contractor's entitlement to a time extension. Only justified delays to the critical path will be considered.
7. If the Claim involves an adjustment of the Contract Sum for delay, written documentation demonstrating the Contractor's entitlement to such an adjustment.

8. A personal certification from the Contractor that reads as follows:

"I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (CONTRACTOR NAME), DECLARE UNDER PENALTY OF PERJURY UNDER CALIFORNIA LAW, AND DO PERSONALLY CERTIFY AND ATTEST THAT I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES CITY IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE § 72 AND CALIFORNIA GOVERNMENT CODE § 12650, ET SEQ., PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMITTING OR CERTIFYING A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT, AND OTHER SEVERE LEGAL CONSEQUENCES."

6-11.3 CLAIMS SUBMITTED TO ENGINEER

The Contractor shall submit Notice of Potential Claim (NOPC) prior to proceeding with any work that will be subject to claim. Within 30 days after the circumstances giving rise to a Claim occur, the Contractor will submit its Claim to the Engineer for a decision. Regardless of any Claim submittal, or any dispute regarding a Claim, unless otherwise directed by the Engineer, the Contractor will not cause any delay, cessation, or termination of the Work, but will diligently proceed with the performing the Work in accordance with the Contract Documents. Except as otherwise provided, the City will continue to make payments in accordance with the Contract Documents.

6-11.4 CLAIM IS PREREQUISITE TO OTHER REMEDY

The Contractor certifies that it is familiar with PCC § 10240.2 and understands and agrees that submitting a Claim in accordance with these Specifications is an express condition precedent to the Contractor's right to otherwise pursue a claim whether through alternative dispute resolution or by litigation. Should the Contractor fail to submit a claim in accordance with these Specifications, including the time limits set forth herein, it will waive any right to a remedy, whether in law or equity, it might otherwise have pursuant to the Contract Documents or applicable law.

6-11.5 DECISION ON CLAIMS

The Engineer will promptly review Claims submitted by the Contractor in accordance with these Specifications. Should the Engineer require

additional supporting evidence to evaluate the claim, the Engineer will request such additional information in writing. Any such requested data will be furnished not later than 10 days after the Contractor receives the Engineer's request.

The Engineer will render a decision not later than 60 days after either receiving the Claim or the deadline for furnishing additional supporting data, whichever is later. If the Engineer fails to render a decision within the time period established herein, then the Claim will be deemed denied. The Engineer's decision will be final and binding unless appealed in accordance with these Specifications.

The Engineer's decision on a Claim will include a statement substantially as follows:

"This is a decision pursuant to the General Specifications of your contract. If you are dissatisfied with the decision, and have complied with the procedural requirements for asserting claims, you may have the right to alternative dispute resolution or litigation. Should you fail to take appropriate action within 30 days of the date of this decision, the decision will be come final and binding and not subject to further appeal."

6-11.6

APPEAL OF ENGINEER'S DECISION

Should the Contractor dispute the Engineer's decision, then the Contractor must appeal that decision to the City's Public Works Director within 30 days of receiving the Engineer's decision.

The Public Works Director will address disputes or claims within 30 calendar days after receiving such request and all necessary supporting data. The Public Works Director's decision on the dispute or claim will be the City's final decision.

If the Contractor disputes the Public Works Director's decision, then the Contractor must demand alternative dispute resolution in accordance with this Section and the PCC within 30 days of the City's final decision.

6-11.7

MEDIATION

If the City and the Contractor agree, disputes between the parties may be submitted to non-binding mediation. If the parties cannot agree to an alternative form of mediation, then mediation will be administered by the American Arbitration Association ("AAA") under its Construction Industry Mediation Rules, unless the use of such rules are waived by mutual stipulation of both parties.

The parties may, but are not required to be, represented by counsel in

mediation.

The requirement for mediation will not alter or modify the time limitations otherwise provided for claims and no conduct or settlement negotiation during mediation will be considered a waiver of the City's right to assert that claim procedures were not followed.

6-11.8

ARBITRATION

If the City and Contractor do not agree to mediation, then a disputes will be submitted to neutral non-binding (except as provided herein) arbitration. Arbitration will be conducted in accordance with PCC § 10240.3. Any decision rendered by an arbitrator will be consistent with PCC § 10240.8.

The exclusive venue for any arbitration will be in Los Angeles County.

The expenses and fees of the arbitrators and the administrative fees, if any, will be divided among the parties equally. Each party will pay its own counsel fees, witness fees, and other expenses incurred for its own benefit.

6-11.9

WHEN ARBITRATION DECISION BECOMES BINDING

The decision rendered by the arbitrator will become binding upon the parties unless appealed to the Los Angeles County Superior Court pursuant to PCC § 10240.12 within 30 days of the decision. If subsequent litigation results in an award to the party appealing the arbitration that is less than or equal to that of the arbitration decision, or if the litigation results in a decision in favor of the nonappealing party, then the party appealing the arbitration will pay the nonappealing party's attorney's fees and court costs.

6-11.10

APPEAL TO SUPERIOR COURT; WAIVER OF JURY TRIAL

Should a party timely object to the arbitration decision, it may file a petition with the Los Angeles County Superior Court in accordance with California Code of Civil Procedure ("CCP") §§ 1285, et seq. Notwithstanding the limitations set forth in CCP § 1286.2, the court may vacate, correct, or adjust an arbitration award, and enter judgment in accordance with CCP § 1287.4, for any legal or equitable basis including, without limitation, error of law. The court will apply the substantial evidence standard of review when considering the appeal of an objecting party.

BY EXECUTING THESE CONTRACT DOCUMENTS, THE CONTRACTOR AGREES TO HAVE DISPUTES OR CONTROVERSY CONCERNING THE CONSTRUCTION, INTERPRETATION, PERFORMANCE, OR BREACH OF THESE CONTRACT DOCUMENTS, INCLUDING CLAIMS FOR BREACH OF CONTRACT OR ISSUES OF BAD FAITH DECIDED IN ACCORDANCE WITH THIS SECTION 6-11. BOTH THE CITY AND THE CONTRACTOR

WAIVE THEIR RIGHT TO A JURY TRIAL FOR THESE DISPUTES OR ISSUES.

7-2 LABOR

The following subsections are added to Subsection 7-2 of the SSPWC.

7-2.3 PREVAILING WAGES

The Contractor will post at appropriate conspicuous points at the site of the project a schedule showing determinations of the Director of Industrial Relations of the prevailing rate of per diem wages. It will be the Contractor's responsibility to obtain copies of the prevailing rate of per diem wages. One source that may be used is the California Department of Industrial Relations website which is currently located at www.dir.ca.gov, or by calling the Prevailing Wage Unit at (415) 703-4774.

Attention is directed to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by the Contractor or any subcontractor.

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

- a) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or
- b) When the number of apprentices in training in the area exceeds a ratio of one to five, or
- c) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
- d) When the Contractor provides evidence that the Contractor employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

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

contributions.

The Contractor and any subcontractor will comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

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

7-2.4

RECORD OF WAGES PAID: INSPECTION

Every Contractor and subcontractor will keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with the Work. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by the City, the Contractor will provide copies of the records at its cost.

7-3

LIABILITY INSURANCE

Subsection 7-3, Liability Insurance, of the SSPWC is deleted in its entirety and replaced by the following subsections.

7-3.1

GENERAL

Contractor will procure and maintain for the duration of the contract the following insurance coverages and limits against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work covered by this agreement by the Contractor, its agents, representatives, employees or subcontractors:

COVERAGE PER OCCURRENCE	ISO FORM	COMBINED SINGLE LIMIT
Comprehensive General Liability	GL 00 02 01 85 or 88	\$2,000,000
Business Auto	CA 00 01 01 87	\$2,000,000
Workers' Compensation		Statutory

Contractor will provide endorsements or other proof of coverage for contractual liability.

Combined single limit per occurrence will include coverage for bodily injury, personal injury, and property damage for each accident.

If Commercial General Liability Insurance or other form with a general

aggregate limit is used, the policy will be endorsed such that the general aggregate limit will apply separately to this contract and a copy of the endorsement provided to the City.

Liability policies will contain, or be endorsed to contain the following provisions:

GENERAL LIABILITY AND AUTOMOBILE LIABILITY:

The City, its officers, officials, employees, agents, and volunteers will be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage will contain no special limitations on the scope or protection afforded to the City, its officers, officials, employees, agents, or volunteers.

The Contractor's insurance coverage will be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers will be excess of the Contractor's insurance and will not contribute with it.

Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officers, officials, employees, agents and volunteers.

The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

WORKERS' COMPENSATION:

The insurer will agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

ALL COVERAGES:

Each insurance policy required by this subsection will be endorsed to state that coverage will not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days written notice by certified mail, return receipt requested, has been given to:

CITY CLERK
City of El Segundo
350 Main Street

El Segundo, CA 90245

Notwithstanding the foregoing, the endorsement may state that insurance may be cancelled upon ten (10) day notification for non-payment of premium.

The Contractor will provide the City with updated proof of insurance should the Contract Time extend beyond the policy expiration date.

All liability insurance will be on an occurrence basis. Insurance on a claims made basis will be rejected. Any deductibles or self-insured retentions will be declared to and approved by City. The insurer will provide an endorsement to City eliminating such deductibles or self-insured retentions as respects the City, its officials, employees, agents, and volunteers.

Except for Workers Compensation Insurance, Contractor will furnish to City certificates of insurance and endorsements on forms acceptable to the City's City Attorney, duly authenticated, giving evidence of the insurance coverages required in this contract and other evidence of coverage or copies of policies as may be reasonably required by City from time to time. Certificate/endorsement for Workers Compensation Insurance will be furnished on State Comp Fund or other industry standard form. Except for worker's compensation insurance, all insurance required herein will be placed with insurers with a Best's Rating of not less than A:VII. Worker's compensation insurance policies will meet the requirements of California law.

All subcontractors employed on the work referred to in this contract will meet the insurance requirements set forth for Contractor. Contractor will furnish certificates of insurance and endorsements for each subcontractor at least five days before the subcontractor entering the job site, or Contractor will furnish City an endorsement including all subcontractors as insureds under its policies.

Except as provided in Subsection 6-10, the Contractor will save, keep and hold harmless the City, its officers, officials, employees, agents and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be claimed because of damages to property, or personal injury received by reason of or in the course of performing work, which may be caused by any willful or negligent act or omission by the Contractor or any of the Contractor's employees, or any subcontractor. The City will not be liable for any accident, loss or damage to the work before its completion and acceptance, except as provided in Subsection 6-10.

The cost of such insurance will be included in the various items of work in the Contractor's bid and no additional compensation for purchasing insurance or additional coverages needed to meet these requirements will be allowed.

In the event that any required insurance is reduced in coverage, cancelled for any reason, voided or suspended, Contractor agrees that City may

arrange for insurance coverage as specified, and Contractor further agrees that administrative and premium costs may be deducted from payments due to the Contractor. Contractor will not be allowed to work until alternate coverage is arranged.

7-3.2 RESPONSIBILITY FOR DAMAGE

In addition to the provisions of Subsection 7-3 of the SSPWC as between the City and Contractor, Contractor will take and assume all responsibility for the work as stated herein or shown on the plans.

The Contractor will bear all losses and damages directly or indirectly resulting to it, to the City, its officers, employees, and agents, or to others on account of the performance or character of the work, unforeseen difficulties, accidents, traffic control, job site maintenance, or any other causes whatsoever.

The Contractor will assume the defense of and indemnify and save harmless the City of El Segundo, its officers, employees, and agents, from and against any and all claims, losses, damage, expenses and liability of every kind, nature, and description, directly or indirectly arising from the performance of the contract or work, regardless of responsibility for negligence, and from any and all claims, losses, damage, expenses, and liability, howsoever the same may be caused, resulting directly, or indirectly from the nature of the work covered by the contract, regardless of responsibility for negligence, to the fullest extent permitted by law. In accordance with Civil Code § 2782, nothing in this Subsection 7-3.2 or in Subsection 7-3 of the Standard Specifications will require defense or indemnification for death, bodily injury, injury to property, or any other loss, damage or expense arising from the sole negligence or willful misconduct of the City, or its agents, servants or independent contractors who are directly responsible to the City, or for defects in design furnished by such persons. Moreover, nothing in this Subsection 7-3.2 or in Subsection 7-3 will apply to impose on the Contractor, or to relieve the City from, liability for active negligence of the City.

The City does not, and will not, waive any rights against the Contractor which it may have by reason of the aforesaid hold harmless agreements because of the acceptance by the City, or deposit with City by Contractor, of any insurance policies described in Subsection 7-3 of the Standard Specifications. This hold harmless agreement by the Contractor will apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered by reasons of any of the aforesaid operations of Contractor, or any subcontractor, regardless of whether or not such insurance policies are determined to be applicable to any of such damages or claims for damages.

No act by the City, or its representatives in processing or accepting any

plans, in releasing any bond, in inspecting or accepting any work, or of any other nature, will in any respect relieve the Contractor or anyone else from any legal responsibility, obligation or liability he might otherwise have.

7-5 PERMITS

The following paragraph will be added to Subsection 7-5 of SSPWC:

The Contractor will apply for permits required by the City Building Safety Division. These permits will be issued on a "no-fee" basis. However, the Contractor must pay for and obtain all other permits from other governmental and utility agencies necessitated by their operations.

All bonding fees, (overweight and oversized vehicle permit fees) inspection permit fees or other fees charged or required for such permits must be paid by the Contractor. These costs will be included in the bid item provided. If no bid item is included, costs will be included in the various items of work, and no additional payment will be allowed.

7-7 COOPERATION AND COLLATERAL WORK

The following paragraph(s) will be added to Subsection 7-7 of SSPWC:

NOTIFICATIONS

The **CONTRACTOR** will notify all agencies listed here in a minimum of **forty-eight (48) hours** before start of operation. The following list of names and telephone numbers are intended for the convenience of the **CONTRACTOR** and the City does not guarantee either the completeness or correctness of this list.

<u>OPERATION</u>	<u>OFFICE</u>	<u>TELEPHONE</u>
	Building and Safety Division:	
Start of work, shutdown of work, or resumption of work after Shutdown	Seimone Jurjis, Building Official	310-524-2345
	Jamie Taylor, Building Inspector	310-524-2350
	Inspection Hotline	310-524-2379
Closing of streets	El Segundo Police Department **	310-524-2200
	El Segundo Fire Department **	310-524-2236
	Public Works Department	310-524-2356
Street striping	Street Maintenance Division	310-524-2709

** The **CONTRACTOR** will notify the Construction Manager before notifying these offices.

The following information is provided for **CONTRACTOR'S** use to notify agencies if their facilities are affected by **CONTRACTOR'S** work:

- | | | |
|----|---|-------------------------------|
| 1. | Underground Service Alert (all excavation in public right-of-way) - | 800-422-4133 |
| 2. | City of El Segundo - Water/Wastewater Division | 310-524-2742 |
| 3. | City of El Segundo - Recreation and Parks | 310-524-2705 |
| 4. | Southern California Gas Company | 310-671-9002 |
| 5. | Southern California Edison Company (SCE) | 310-417-3366 |
| 6. | Pacific Bell | 310-515-4430 |
| 7. | Time Warner Communication (Cable) | 310-768-0400
extension 414 |
| 8. | Los Angeles County Sanitation District | 310-699-7411 |
| 9. | El Segundo Unified School District | 310-322-4500 |

EMERGENCY INFORMATION

The names, addresses and telephone numbers of the **CONTRACTOR** and subcontractors,

7-8.1 CLEANUP AND DUST CONTROL

Subsection 7-8.1, Cleanup and Dust Control, of the SSPWC is deleted in its entirety and replaced by the following subsections and the Specifications.

7-8.1.1 GENERAL

On any construction project requiring trenching within public streets and for which total trenching is in excess of 500 feet, the Contractor will be required to sweep the worksite utilizing a pick-up type street sweeper a minimum of once daily.

7-8.1.2 WATERING

Water for the laying of dust caused by Contractor's operations or the passage of traffic through the work will be applied as necessary or as directed by the Engineer and in accordance with the Specifications.

7-8.2 Add the following to Subsection 7-8.2:

The **CONTRACTOR** is put on notice that he must abide by all existing rules

and regulations of the SCAQMD (South Coast Air Quality Management District), relating to all operations or equipment which discharge visible emissions or solid or liquid particles to the atmosphere.

7-8.6

WATER POLLUTION CONTROL

This section is supplemented by the addition of the following requirements which establish storm water and urban runoff pollution prevention controls and in accordance with the SWPPP.

- (a) Storm or construction generated water containing sediment such as, construction waste, soil, slurry from concrete/asphalt concrete saw cutting operations, clean up of concrete transit mixers or other pollutants from construction sites and parking areas will be retained or controlled on site and will not be permitted to enter the storm drain system.
- (b) Temporary sediment filtering systems such as sandbags, silt fences, or gravel berms will be utilized to trap sediment so that only filtered water enters the City's storm drain system. Proper clean up and disposal of settled sediment and the filtering system will be the responsibility of the CONTRACTOR.
- (c) Discharge of concrete transit mixer wash water on to approved dirt areas (sub-grade area designated for new concrete construction for example) is acceptable. Discharge on to private property, parkway areas, or the street is not permitted.
- (d) Plastic or other impervious covering will be installed where appropriate to prevent erosion of an otherwise unprotected area, along with any other runoff control devices deemed appropriate by the City.
- (e) Excavated soil stored on the site will be covered in a manner that minimizes the amount of sediments running into the storm drain system, street or adjoining properties.
- (f) No washing of construction or other industrial vehicles and equipment will be allowed adjacent to a construction site. During the rainy season (October 15 to April 15), Contractor will keep at the construction site sufficient materials and labor to install temporary sediment filtering systems and other water pollution prevention control measures. These control measures will be in place and maintained by the Contractor on a daily basis on days when construction is not in progress due to rain.

- (h) All costs associated with water pollution control will be borne by the Contractor. Any expense incurred by the City to expeditiously respond to storm drain contamination resulting from Contractor's failure to implement water pollution control measures will be charged to the Contractor.

7-8.8

SOUND CONTROL

The **CONTRACTOR** will comply with all local sound control and noise level rules, regulations and ordinances that apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the Project or related to the Project, will be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine will be operated on the Project without said muffler.

The use of loud signals will be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

7-9

PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Section 7-9 is supplemented by the following additional requirements:

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

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

The **CONTRACTOR** shall repair at his own expense any damage to curbs, gutters, sidewalks, or any other property of the City, or of adjacent private property caused by him in the performance of the work.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Upon completion of the work and before final inspection, the entire worksite shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance.

Work will not be approved until proper cleanup is accomplished. All cleanup costs shall be absorbed in the **CONTRACTOR'S** bid.

7-10 PUBLIC CONVENIENCE AND SAFETY

Section 7-10 is supplemented by the following additional requirements. All costs involved shall be included in the bid.

Unless otherwise specified all traffic control will be performed in accordance with the Work Area Traffic Control Handbook (WATCH) Latest Edition, published by Building News, 3055 Overland Avenue, Los Angeles, CA 90034, telephone 310-474-7771.

7-10.1 TRAFFIC AND ACCESS

The Contractor will notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line will be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed except as permitted by the Engineer.

At least one (1) twelve (12) foot wide traffic lane will be provided for each direction of travel on all streets at all times except as permitted by the Engineer. The traffic lanes will be maintained on pavement, and will remain unobstructed. All work requiring that a lane be closed or a lane moved right or left will be noticed to the traveling public by use of City approved lighted arrow boards.

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

One four (4) foot wide paved pedestrian walkway will be maintained in the parkway area on each side of all streets. The clearance from the pedestrian walkway to any traffic lane will be five (5) feet. Pedestrians and vehicles will be protected from all excavations, material storage, and/or obstructions by the placement of an adequate number of lighted barricades (minimum two (2)) at each location, one (1) at each end of the obstruction or excavation), which will have flashing lights during darkness. Barricades will be Type I or Type II per Section 7-3 and lights will be Type A per Section 7-6 of the "Work Area Traffic Control Handbook" (WATCH).

7-10.2 STREET CLOSURES, DETOURS, BARRICADES

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

The Contractor will prepare any traffic control or detour plans that may be

required as directed by the Engineer. Lane transitions will not be sharper than a taper of thirty (30) to one (1).

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

Where access to driveway or street crossings need to be maintained, minimum 1 1/4 inch thick steel plating will be used to bridge the trench. All steel plating will have temporary asphalt concrete 1:12 minimum sloped ramps to assist vehicles to cross comfortably over the plates and have a non-skid surface. Plates subject to vehicle high traffic speeds and in residential areas will be secured by welding at the discretion of the Engineer.

Temporary Parking Prohibition

1. The **CONTRACTOR** shall post "TEMPORARY NO PARKING" signs seventy-two (72) hours prior to any construction in the area, subject to the approval of the Engineer. Signs shall show dates and time of parking restrictions. Sign type to comply with City requirements.
2. The dates and times on the signs shall be site specific and shall cover the minimum time required for "NO PARKING" to facilitate construction. Generic long-term "NO PARKING" time designations are not acceptable. Parking shall not be restricted during any period when construction activity is not scheduled at this particular site.

Use of Private Property

The use of any private property by the **CONTRACTOR** is prohibited. The prohibited uses include, but not limited to, **CONTRACTOR'S** use of water, electricity or natural gas from the private property, and storage of material or equipment and turning around/ parking of his vehicles on private property.

7-10.5 PROTECTION OF THE PUBLIC

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor will use foresight and will take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would

result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the Project which will require that immediate and unusual provisions be made to protect the public from danger or loss of life, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

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

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

7-15

HAZARDOUS MATERIAL

The following Subsection will be added to Section 7 of the SSPWC:

For any excavation, which extends more than four feet below existing grade, the Contractor will promptly, and before the conditions are disturbed, notify the Engineer, in writing, of 1) any material that the Contractor believes may be hazardous waste, as defined in Health and Safety Code § 25117, which 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, or 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 Documents.

After receiving notice from the Contractor, the Engineer will promptly investigate any condition identified by the Contractor as being hazardous. The rights and obligations of the City and the Contractor with regard to such conditions (including, without limitation, the procedures for procuring change orders and filing claims) will be specified by the provisions of Subsection 3-4 (Changed Conditions) of the SSPWC.

If a dispute arises between the City and the Contractor whether the conditions materially differ, involve hazardous waste, or cause a change in the Contractor's cost or time required for performance of the work, the Contractor will not be excused from any scheduled completion date provided for by the contract, but will proceed with all work to be performed under the contract. The Contractor will retain all rights provided by Subsection 3-5, Disputed Work, of the SSPWC.

If the Engineer determines that material called to the Engineer's attention by the Contractor is hazardous waste, or if the Engineer otherwise discovers the existence of hazardous waste, the Contractor will be responsible for removal and disposal of the hazardous waste by qualified personnel and appropriate equipment in the manner required by law as directed by the Engineer, subject to the provisions of Section 3 (Changes in Work) of the SSPWC.

8 FACILITIES FOR AGENCY PERSONNEL

Section 8 is deleted in its entirety. Refer to Specification Section 01520 and 01522.

9-3 PAYMENT

Subsections 9-3.1 General and 9.3.2 Partial and Final Payment, of the SSPWC is deleted in its entirety and replaced by the following:

A. PAYMENT PER BID SCHEDULE OF VALUES

Payment for the various items of the Bid Schedule (Schedule of Values), as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the [California Division of Industrial Safety and the] Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule (Schedule of Values) for the various appurtenant items of work.

B. ITEMS REQUIRED FOR PAYMENT PROCESSING

The Construction Manager and/or the City may withhold payment or a portion thereof, at the Owner's sole discretion, until such time as all but the following are delivered in satisfactory format:

1. Certified payrolls for Contractor and all subcontractors.
2. Updated Contract Schedule in the form prescribed by these Contract Documents. Failure of the Contractor to submit an acceptable updated Contract Schedule will result in the City withholding partial payment, without liability to the City, until such an acceptable updated Contract Schedule is submitted. Nothing herein will allow the Contractor to suspend or slow progress of the Work.
3. Conditional Waiver and releases from Contractor, all 1st tier subcontractors and any tier subcontractor or supplier which has filed a 20 day preliminary notice for current payment request (progress and final).
4. Unconditional Waiver and releases from Contractor, all 1st tier subcontractors and any tier subcontractor or supplier that has filed a 20-day preliminary notice for previous payments.
5. Contractor's monthly request for progress payment with backup, including but not limited to:
 - a. Haul/Dump Tickets/Manifests
 - b. Material Delivery Tickets
 - c. Subcontractors/Suppliers Invoices
 - d. Quality Control Test Results
6. Any delinquent submittal or other document reasonably required by the Construction Manager and/or Owner to verify complete delivery and/or installation of items included on the payment request pursuant to the Specifications.
7. The closure date for the purpose of making partial progress payments will be the last working day of each month. The Contractor will prepare the partial payment invoice with measurement of the work performed through the closure date and submit it to the CITY for approval.
8. It will take a minimum of thirty-five (35) calendar days from the date of approving the Contractor's invoice to make the payment to the Contractor. However, payments will be withheld pending receipt of any outstanding reports required by

the contract documents, or legal release of filed Stop Payment Notices against the Contractor. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

9. The full ten percent (10%) retention will be deducted from all progress payments. The Contractor will make a payment request for the retained amount, for approval by the City, upon field acceptance of the work by the City Engineer. The City Engineer upon field acceptance and receipt of the final as-built plans and any other reports or documents required to be provided by the Contractor will process a recommendation to the City Council for acceptance of the work. Not less than thirty-five (35) calendar days from the City Council acceptance of the work, the Contractor's final payment will be made provided Stop Payment Notices or other claims have not been filed against the Contractor and/or the City by material suppliers, sub-contractors, other governmental agencies, and private property owners. Until these Stop Payment Notices are released and claims are resolved the stop payment/claim amount will be withheld from the final payment.
10. At the request and expense of the Contractor, surety equivalent to the retention may be deposited with the State Treasurer, or a State or Federally chartered bank, as the escrow agent, who will pay such surety to the Contractor upon satisfactory completion of the contract.
11. Pursuant to PCC § 22300, the Contractor may substitute securities for retention monies held by the City or request that the City place such monies into an escrow account. The Contractor is notified, pursuant to PCC § 22300, that any such election will be at the Contractor's own expense and will include costs incurred by the City to accommodate the Contractor's request.

9-3 PAYMENT

The following Subsection is added to Subsection 9-3 of the SSPWC.

9-3.5 BID ITEM – To coordinate with SOV.

The following is a detail breakdown for each bid item in the Schedule of Values:

Item 1: Mobilization – Amount allowed for overhead costs to mobilize to the site, take control of and establish security of the property. No payment for this item will be considered until Contractor's and City's trailer is delivered and operable, with temporary utilities established, the site is secure and as required by Specification Sections 01520 and 01522.

Item 2: Demobilization – Amount allowed for clean up and removal of all items from the site.

Items 3 through 156 - Amount Contractor and Construction Manager will mutually agree upon the percentage complete of each lump sum item.

Any delivered materials the Contractor wishes to process for payment upon delivery to the site per Section 9-3.3, shall be separately included in the Schedule of Values and include substantiated backup documentation (E.G. Vendor Invoice)

10-1 TERMINATION OF AGENCY LIABILITY

Before receiving final payment, the Contractor will execute a Release on Contract" form which will operate as, and will be a release to the City, the City Council, and each member of the City Council and their agencies, from all claims and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act of neglect of the City of any person relating to or affecting the work, except the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided in Subsections 9-3 of the Standard Specifications and except for any unsettled claims listed on said form which have been filed in compliance with the requirements for making claims.

11-1 SSPWC Parts 2, 3, 4, 5 and 6

Should there be a discrepancy or conflict between the SSPWC Parts 2, 3, 4, 5, 6 and the Project Specifications, the Project Specifications shall take precedence.

ENGINEER'S SPECIFICATION

FOR ADDITIONAL INFORMATION PLEASE CONTACT:

**Mr. Mohammad Hariri
MRH Structural Engineers
1411 N. Batavia St., Ste. 202
Orange, CA 92867**

Telephone: (714) 633-5987

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS AND CONDITIONS AT THE JOB SITE BEFORE STARTING WORK, AND SHALL NOTIFY THE STRUCTURAL ENGINEER AND THE OWNER IMMEDIATELY OF ANY DISCREPANCIES.
2. ALL OMISSIONS AND CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWING AND THESE NOTES SHALL BE BROUGHT TO THE ATTENTION OF THE STRUCTURAL ENGINEER BEFORE PROCEEDING WITH THE WORK SO INVOLVED.
3. UNLESS OTHERWISE SHOWN, ALL TYPICAL DETAILS (WHERE APPLICABLE), SHALL BE USED.
4. CODES
 - 1) 2001 CALIFORNIA BUILDING CODE AND CITY ORDINANCES. #1349
5. WHERE NO CONSTRUCTION DETAILS ARE SHOWN OR NOTED FOR ANY PART OF THE WORK. SUCH DETAILS SHALL BE THE SAME AS FOR SIMILAR WORK SHOWN ON THE DRAWINGS.
6. IN NO CASE SHALL WORKING DIMENSIONS BE SCALED FROM PLANS, SECTIONS OR DETAILS ON THE DRAWINGS.
7. CONTRACTOR SHALL DETERMINE LOCATION OF ALL EXISTING UTILITIES IN THE AREA TO BE EXCAVATED PRIOR TO EXCAVATION AND SHALL NOT PERFORM ANY WORK THAT WILL DAMAGE EXISTING UTILITIES.
8. NO PIPES, DUCTS, SLEEVES, CHASES, ETC. SHALL BE PLACED IN SLABS, BEAMS, OR WALLS UNLESS SPECIFICALLY DETAILED OR NOTED. CONTRACTOR SHALL OBTAIN PRIOR APPROVAL FOR INSTALLATION OF ANY ADDITIONAL PIPES, DUCTS, ETC. REFER TO ARCHITECTURAL AND MECHANICAL DRAWINGS FOR ALL PIPES, DUCTS, CHASE, ETC. LOCATIONS.
9. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL (O.S.H.A.) AND STATE SAFETY REQUIREMENTS.
10. CONTRACTOR SHALL ENGAGE THE SERVICES OF A CIVIL ENGINEER LICENSED IN THE STATE OF CALIFORNIA TO DESIGN ALL BRACING FORMING AND SHORING USED DURING CONSTRUCTION. THE ENGINEER SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH HIS DESIGN.
11. IT IS THE INTENT OF THE DRAWINGS AND THE SPECIFICATIONS TO REQUIRE THE COMPLETION OF THE WORK IN A THOROUGH AND WORKMANLIKE MANNER IN EVERY RESPECT.
12. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER THESE GENERAL NOTES.

GENERAL NOTES CONT'D

13. THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. UNLESS OTHERWISE SHOWN, THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND HE SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY FIELD REPRESENTATIVES OF THE ENGINEER SHALL NOT INCLUDE INSPECTIONS OF THE PROTECTIVE MEASURES OR THE CONSTRUCTION PROCEDURES REQUIRED FOR SAME. ANY SUPPORT SERVICES PERFORMED BY THE ENGINEER DURING CONSTRUCTION SHALL BE DISTINGUISHED FROM CONTINUOUS AND DETAILED INSPECTION SERVICES WHICH ARE FURNISHED BY OTHERS. THESE SUPPORT SERVICES PERFORMED BY THE ENGINEER, WHETHER OF MATERIAL OR WORK, AND WHETHER PERFORMED PRIOR TO, DURING, OR AFTER COMPLETION OF CONSTRUCTION ARE PERFORMED SOLELY FOR THE PURPOSE OF ASSISTING IN QUALITY CONTROL AND IN ACHIEVING CONFORMANCE WITH CONTRACT DRAWINGS AND SPECIFICATIONS, BUT THEY DO NOT GUARANTEE CONTRACTOR'S PERFORMANCE AND SHALL NOT BE CONSTRUED AS SUPERVISION OF CONSTRUCTION.
14. CONTRACTOR SHALL INVESTIGATE SITE DURING CLEARING AND EARTHWORK OPERATIONS FOR FILLED EXCAVATIONS OR BURIED STRUCTURES SUCH AS CESSPOOLS, CISTERNS, FOUNDATIONS, ETC. IF ANY SUCH STRUCTURES ARE FOUND, ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
15. THIS STRUCTURE SHALL BE GROUNDED IN ACCORDANCE WITH APPLICABLE ELECTRICAL CODES.
16. THE CONTRACTOR SHALL NOT REMOVE TREES, SHRUBS, LAWNS, WALLS, FENCES, SIGNS, STRUCTURES, LIGHTS, OR ANY EXISTING IMPROVEMENTS OUTSIDE OF STREET RIGHT-OF-WAY, EXCEPT WHERE REQUIRED TO DO SO BY THE CONTRACT DRAWINGS OR BY THE ENGINEER.
17. TREES, SHRUBS, LAWNS, WALLS, FENCES, STRUCTURES, LIGHTS AND OTHER EXISTING IMPROVEMENTS WITHIN STREET RIGHT-OF-WAY SHALL REMAIN IN PLACE UNLESS OTHERWISE SHOWN ON THE CONTRACT DRAWINGS.
18. REPLACEMENT OR RECONSTRUCTION OF ALL EXISTING IMPROVEMENTS INCLUDING SPRINKLER SYSTEMS, LAWNS, FENCES, WALLS, SIGNS, STEPS, SIDEWALKS, DRIVEWAYS, LAWN LIGHTS, AND ALL OTHER ITEMS THAT ARE DAMAGED BY THE CONTRACTORS OPERATIONS SHALL BE PERFORMED BY THE CONTRACTOR.
19. REMOVAL OR RELOCATION OF POWER POLES, TELEPHONE POLES, JOINTLY OWNED POLES, AND APPURTENANCES WHICH INTERFERE WITH IMPROVEMENTS REQUIRED TO BE CONSTRUCTED UNDER THIS CONTRACT, SHALL BE THE RESPONSIBILITY OF THE RESPECTIVE UTILITY COMPANY.

GENERAL NOTES CONT'D

20. INDUSTRIAL SAFETY DIVISION OF THE STATE OF CALIFORNIA, THE LATEST CITY AND COUNTY BUILDING CODES AND ALL OTHER APPLICABLE REGULATING REQUIREMENTS.
21. ALL REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT AND THE 2001 CALIFORNIA BUILDING CODE CHAPTER 11B SHALL BE FOLLOWED.
22. THE CONTRACTOR SHALL OBTAIN THE BUILDING PERMIT AND ALL OTHER CERTIFICATIONS, INSPECTION REPORTS, RELEASES, JURISDICTIONAL SETTLEMENTS, NOTICES, RECEIPTS FOR FEE PAYMENTS, JUDGEMENTS, AND SIMILAR DOCUMENTS, CORRESPONDENCE AND RECORDS IN COLLECTIONS.
23. THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES, FULL AND UNLIMITED WORKMENS'S COMPENSATION INSURANCE IN ACCORDINANCE WITH THE LABOR CODE OF THE STATE OF CALIFORNIA, AND SHALL CARRY PUBLIC CONTINGMENT LIABILITY OF INSURANCE, IN AMOUNTS SATISFACTORY TO AND IN COMPANIES SELECTED WITH THE CONSENT OF THE OWNER.

STRUCTURAL STEEL

1. ALL STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED AND ERECTED IN ACCORDANCE WITH THE AISC MANUAL OF STEEL CONSTRUCTION (ASD), 9TH EDITION AND THE AISC CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES INCLUDING ALL ADDENDUM AND SUPPLEMENTS.
2. ALL REPAIRED WORKS SHALL BE PER SECTION 8 OF AWS D1.1-98.
3. STRUCTURAL STEEL SHAPES AND PLATES SHALL CONFORM TO ASTM A36 (FY = 36 KSI MINIMUM) UNLESS NOTED OTHERWISE.
4. STRUCTURAL STEEL PIPE SHALL CONFORM TO ASTM A53 GRADE B (FY = 35 KSI MINIMUM). STRUCTURAL STEEL TUBING SHALL CONFORM TO ASTM A500 GRADE B (FY = 46 KSI MINIMUM).
5. ALL STRUCTURAL STEEL INCLUDING PIPE AND TUBE SHALL HAVE MINIMUM CHARPY IMPACT TEST VALUES OF 25 FT. - LB. @ 40 F. IF THE YIELD STRENGTH OF THE MATERIAL EXCEEDS 65 KSI, THE TEMPERATURE FOR THE CVN VALUE FOR ACCEPTABILITY SHALL BE REDUCED BY 15 F FOR EACH INCREMENT OF 10 KSI ABOVE 65 KSI. THE YIELD STRENGTH (FY) SHALL BE VALUE STATED IN THE MILL TEST REPORT.
6. ALL STEEL EXPOSED TO WEATHER INCLUDING, BUT NOT LIMITED TO BOLTS, NUTS AND WASHERS SHALL BE HOT-DIPPED GALVANIZED IN ACCORDANCE WITH ASTM A193.

FASTENERS

7. ALL BOLT HOLES (REGARDLESS OF FASTENER TYPE) SHALL BE STANDARD HOLES (1/16" LARGER THAN BOLT DIAMETER) AS DELINEATED IN TABLE 1 OF THE SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 BOLTS UNLESS NOTED OTHERWISE.
 - A. STANDARD HOLES SHALL BE USED FOR ASTM A307 BOLTS UNLESS NOTED OTHERWISE.
 - B. ALL CONNECTIONS OF STRUCTURAL MEMBERS SHALL USE BOLTS CONFORMING TO ASTM A325 UNLESS NOTED OTHERWISE. THREADS SHALL BE EXCLUDED FROM SHEAR PLANES. ALL BOLTS SHALL BE INSTALLED, TIGHTENED AND INSPECTED IN STRICT ACCORDANCE WITH ASTM A325. CONTACT SURFACES OR MEMBERS TO BE BOLTED SHALL NOT BE COVERED BY ANY FILM OR PAINTED.
 - C. ALL A325 & A490 HIGH STRENGTH BOLTS SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS ISSUED BY THE RESEARCH COUNCIL ON STRUCTURAL CONNECTIONS (DATED JUNE 23, 2000).
 - D. ALL BOLTED CONNECTIONS (REGARDLESS OF FASTENER TYPE/GRADE) SHALL HAVE THREADS EXCLUDED FROM THE SHEAR PLANE (ANCHOR BOLTS NOT APPLICABLE).
 - E. THE SLOPE OF SURFACES SHALL NOT EXCEED 1:20 WITH RESPECT TO A PLANE NORMAL TO THE BOLT AXIS.
 - F. BURNING OF HOLES IS NOT PERMITTED.
 - G. THE USE OF PLATE OR WELD WASHERS IS NOT PERMITTED WITHOUT APPROVAL OF THE ENGINEER.

STRUCTURAL STEEL CONT'D

8. ALL STRUCTURAL MEMBERS AND FASTENERS USED IN FABRICATION AND ERECTION SHALL BE ACCOMPANIED BY MILL TEST CERTIFICATES.

WELDING

9. ALL STRUCTURAL WELDING SHALL BE IN CONFORMANCE WITH THE ANSI/AWS D1.1-98 STRUCTURAL WELDING CODE-STEEL AND SECTION 2205.10 OF THE 1999 EDITION OF THE CITY OF LOS ANGELES BUILDING CODE USING ELECTRODES WITH A MINIMUM TENSILE STRENGTH OF 70 KSI.
 - A. THE FOLLOWING PROCESSES ARE PREQUALIFIED FOR USE ON STRUCTURAL STEEL: SMAW, GMAW (GMAW-S EXCLUDED), FCAW AND SAW. (GMAW AND SAW SHALL BE USED FOR SHOP WELDING ONLY.)
 - B. ALL ELECTRODES USED FOR STRUCTURAL STEEL WELDING SHALL HAVE A MINIMUM TOUGHNESS VALUE OF 25 FT.-LB @ -20^o F MEASURED BY THE CHARPY V-NOTCH TEST METHOD IN ACCORDANCE WITH ASTM E23 STANDARD METHOD FOR NOTCHED BAR IMPACT TESTING OF METALLIC MATERIALS.
 - C. ALL SMAW ELECTRODES SHALL CONFORM TO THE AWS A5.1-91 OR A5.5-96 LOW-HYDROGEN CLASSIFICATION (EXX15, EXX16 OR EXX18).
10. ALL REINFORCEMENT SHALL BE WELDED IN ACCORDANCE WITH ANSI/AWS D1.4-98 STRUCTURAL WELDING CODE-REINFORCING STEEL. (ONLY THE SMAW PROCESS SHALL BE APPROVED FOR WELDING OF REINFORCING STEEL.)
11. THE MAXIMUM ELECTRODE DIAMETERS, CURRENT, ROOT AND FILL PASS THICKNESS, SINGLE PASS FILLET WELD SIZE AND SINGLE PASS LAYER WIDTH SHALL BE IN CONFORMANCE WITH ANSI/AWS D1.1-98, TABLE 3.7. WELD BEAD WIDTH/DEPTH RATIO SHALL NOT EXCEED ANSI/AWS D1.1-98, 3.7.2 AND FIGURE 3.1.
12. THE CONTRACTOR SHALL DETERMINE THE PREHEAT AND INTERPASS TEMPERATURE (S) IN ACCORDANCE WITH AWS D1.1-98, TABLE 3.2 UNLESS NOTED OTHERWISE BY THE GOVERNING JURISDICTION. MAXIMUM INTERPASS TEMPERATURE SHALL NOT EXCEED 550^o F.
13. ALL WELDING IN THE VERTICAL POSITION (3G OR 3F) REGARDLESS OF THE PROCESS, SHALL BE PERFORMED IN THE UPWARD VERTICAL PROGRESSION.
14. WELDING POWER SOURCES FOR SMAW SHALL BE OF THE CONSTANT CURRENT (CC) TYPE.
 - A. WELDING POWER SOURCES FOR GMAW OR FCAW SHALL BE OF THE CONSTANT VOLTAGE (CV) TYPE.
 - B. WELDING POWER SOURCES FOR THE SAW SHALL BE CV WHEN USING A SINGLE ELECTRODE, AND CC OR CV FOR MULTIPLE ELECTRODE ARRANGEMENTS.
15. THE USE OF STRINGER* BEADS SHALL BE USED IN ALL WELDING OPERATIONS. WEAVING* IS NOT PERMITTED. (*AS DEFINED IN ANSI/AWS A3.0-94)
 - A. THE WPS SHALL LIMIT ELECTRODE OSCILLATION TRANSVERSE TO THE WELD AXIS TO 3D FOR THE 1G/1F, 2G/2F AND 4G/4F POSITIONS MAXIMUM. FOR 3G/3F POSITIONS, TRANSVERSE ELECTRODE OSCILLATION SHALL BE LIMITED TO 5D MAXIMUM (WHERE D = ELECTRODE DIAMETER).

STRUCTURAL STEEL CONT'D

16. WELD JOINTS SHALL BE PREQUALIFIED IN CONFORMANCE WITH ANSI/AWS D1.1-98, SECTION 3. JOINT CONFIGURATIONS OR TOLERANCES THAT EXCEED THOSE IN SECTION 3 THAT ARE NOT PREQUALIFIED, SHALL BE QUALIFIED IN ACCORDANCE WITH ANSI/AWS D1.1-98, SECTION 4.
17. ALL SHOP WELDING SHALL BE PERFORMED BY A CURRENTLY LICENSED THE CITY OF LOS ANGELES AND ICBO APPROVED FABRICATOR.
18. ALL SHOP AND FIELD WELDING SHALL BE PERFORMED BY CERTIFIED WELDERS WITH CURRENT THE CITY OF LOS ANGELES AND ICBO LICENSES FOR THE PROCESS AND TYPE OF WELDING PERFORMED (STRUCTURAL OR REINFORCING STEEL AS APPLICABLE).
19. ANY REPAIRS TO BASE METALS SHALL BE PERFORMED WITH LOW-HYDROGEN ELECTRODES WITH A WPS APPROVED BY THE ENGINEER.
 - A. ANY BASE METAL REPAIR OR RESTORATION SHALL REQUIRE IMMEDIATE NOTIFICATION OF THE ENGINEER.
20. ALL SHOP DRAWINGS SHALL BE REVIEWED BY THE ENGINEER PRIOR TO FABRICATION. SUBMIT 4 SETS OF SHOP DRAWINGS MIN. ALLOW TWO WEEKS FOR EA. REVIEW.
21. WORKMANSHIP AND TECHNIQUE USED IN FABRICATION AND FIELD WELDING AND ERECTION SHALL BE IN ACCORDANCE WITH ANSI/AWS D1.1-98, SECTION 5 AND THE AISC MANUAL OF STEEL CONSTRUCTION (ASD), 9TH EDITION.

WPS/PQR/WPQR REQUIREMENTS

22. ALL WELDING PROCEDURES (WPS) USED FOR SHOP AND FILED WELDING SHALL BE PREQUALIFIED IN ACCORDANCE WITH AWS D1.1, SECTION 3. WPS'S SHALL DENOTE ALL OF THE APPLICABLE ESSENTIAL AND NON-ESSENTIAL VARIABLES (INCLUDING TOLERANCES) OF TABLE 4.5 OF THE CODE TO ACHIEVE PREQUALIFIED STATUS.
23. THE WPS ESSENTIAL AND NON-ESSENTIAL VARIABLES SHALL BE IN CONFORMANCE WITH ANSI/AWS D1.1-98, TABLE 4.5.
 - A. THE WPS SHALL DENOTE THE REFERENCING PQR NUMBER.
 - B. THE WPS SHALL DENOTE THE MINIMUM AND MAXIMUM VALUES FOR ESSENTIAL VARIABLE AND JOINT TOLERANCES, OR, A MEAN/AVERAGE VALUE WITH THE TOLERANCE.
24. THE WPS SHALL BE AVAILABLE TO THE WELDER, WELDER OPERATOR OR TACK WELDER AND THE INSPECTOR, AND ALL PERSONNEL SHALL BE THOROUGHLY FAMILIAR WITH IT'S USE.
25. PERFORMANCE QUALIFICATION OF WELDING PERSONNEL SHALL BE IN COMPLIANCES WITH ANSI/AWS D1.1-98, SECTION 4.1.2.
26. ALL WELDING, REPAIRS AND NONDESTRUCTIVE TESTING SHALL BE COMPLETED BEFORE ANY MATERIAL IS GALVANIZED.
27. THE WPS SHALL INCLUDE A COPY OF THE ELECTRODE MANUFACTURE'S DATA SHEET AND CERTIFICATE OF COMPLIANCE.

STRUCTURAL STEEL CONT'D

INSPECTION/TESTING REQUIREMENTS

28. INSPECTION OF MATERIALS USED IN FABRICATION, WELD JOINT FIT-UP, WELDING ACTIVITIES AND REVIEW OF WELDING DOCUMENTATION SHALL BE PERFORMED BY A CURRENTLY CERTIFIED SS&W INSPECTOR LICENSED BY THE COLA AND CURRENT AWS-QC1 CERTIFIED WELDING INSPECTOR (CWI OR SCWI) CERTIFICATION.
 - A. THE QUALIFICATIONS OF THE INSPECTOR MAY BE SUBJECT TO REVIEW BY THE ENGINEER PRIOR TO THE START OF WORK.
29. ALL WELDING PROCEDURES SHALL BE REVIEWED BY THE INSPECTOR AND SUBMITTED TO THE ENGINEER FOR APPROVAL IN ACCORDANCE WITH ANSI/AWS D1.1-98, 6.3.1.
30. ALL MECHANICAL AND NONDESTRUCTIVE TESTING OF WELDS SHALL BE PERFORMED BY AN APPROVED TESTING AGENCY.
 - A. THE TESTING AGENCY SHALL NOTIFY THE ENGINEER IF ANY DEVIATIONS ARE FOUND WITH TESTING RESULTS. THESE SHALL INCLUDE PROCEDURE, PERFORMANCE, MECHANICAL OR NONDESTRUCTIVE TESTING RESULTS.
31. THE INSPECTOR SHALL VERIFY WELDING PARAMETERS NOTED IN THE APPROVED WPS WITH A CALIBRATED AVERAGING TYPE METER.
 - A. ALL WELDS SHALL BE VISUALLY INSPECTED. THE INSPECTOR SHALL ALSO INSPECT BASE METAL PREPARATION, JOINT FIT-UP, CONSUMABLE STORAGE AND ATMOSPHERIC EXPOSURE LIMITS, WIRE FEED AND ARC TRAVEL SPEEDS IN ACCORDANCE WITH THE APPROVED WPS.
32. ACCEPTANCE CRITERIA FOR VISUAL INSPECTION SHALL BE ANSI/AWS D1.1-98, TABLE 6.1.
 - A. THE MAXIMUM PERMISSIBLE UNDERCUT (REGARDLESS OF WELD TYPE) SHALL BE 0.010".
33. NDT SHALL BE PERFORMED BY TECHNICIANS CERTIFIED IN ACCORDANCE WITH ASNT SNT-TC-1A OR ASNT CP-189. CERTIFICATIONS SHALL BE IN THE METHOD USED.
 - A. NDT TECHNICIANS SHALL HAVE CURRENT LEVEL II OR LEVEL III CERTIFICATIONS. LEVEL I TECHNICIANS SHALL NOT PERMITTED TO PERFORM ANY NDT WITHOUT DIRECT SUPERVISION OF A LEVEL II OR LEVEL III.
34. ALL WELDS SHALL BE CONSIDERED AS "TENSILE" WELDS UNLESS NOTED OTHERWISE ON THE APPROVED DRAWINGS.
 - A. ALL WELDS SHALL BE CONSIDERED AS "CYCLICALLY" (DYNAMICALLY) LOADED.
35. ALL PJP OR CJP WELDMENTS SHALL BE TESTED BY THE ULTRASONIC TEST (UT) METHOD.
 - A. UT SHALL BE PERFORMED IN ACCORDANCE WITH ANSI/AWS D1.1-98, SECTION 6, PART F.
 - B. ACCEPTANCE CRITERIA FOR UT SHALL BE ANSI/AWS D1.1-98, TABLE 6.3. FOR PJP OR CJP JOINTS IN STRUCTURAL SHAPES OR PLATES.

STRUCTURAL STEEL CONT'D

36. RADIOGRAPHIC TESTING (RT) SHALL BE PERFORMED FOR ALL TUBULAR PJP OR CJP BUTT JOINT WELDMENTS U.N.O. THIS INCLUDES SHOP WELDED LONGITUDINAL OR CIRCUMFERENTIAL GIRTH WELDS.
 - A. RT SHALL BE PERFORMED IN ACCORDANCE WITH ANSI/AWS D1.1-98, SECTION 6, PART E AND ASTM E94.
 - B. ACCEPTANCE CRITERIA FOR RT SHALL BE IN ACCORDANCE WITH ANSI/AWS D1.1-98, FIGURE 6.6, CASE I.

37. MAGNETIC PARTICLE (MT) TESTING SHALL BE PERFORMED ON FILLET WELDS.
 - A. MT SHALL BE PERFORMED IN ACCORDANCE WITH ASTM E709.
 - B. ACCEPTANCE CRITERIA FOR MT SHALL BE ANSI/AWS D1.1-98, TABLE 6.1 AS APPLICABLE.

38. UT OR RT SHALL NOT BE PERFORMED LESS THAN 48 HOURS AFTER COMPLETION OF WELDING.

PEENING

39. HAMMER PEENING SHALL BE PERFORMED ON ALL FILLET WELDS IN ACCORDANCE WITH ANSI/AWS D1.1-98, SECTION 5.27. A WRITTEN PROCEDURE FOR PERFORMING PEENING SHALL BE INCORPORATED INTO THE WPS FOR THE JOINTS TO BE PEENED.

SUB-CONTRACTOR'S STATUS

1. EVERY ITEM MENTIONED IN THE SPECIFICATIONS IS INTENDED TO REPRESENT THE QUALITY OF MATERIALS THAT WILL BE DEMANDED. SHOULD THE SUB-CONTRACTOR WISH TO SUGGEST ANY SUBSTITUTES THAT HE CONSIDERS EQUAL IN VALUE AND EFFICIENCY WITH THE ONE SPECIFIED, HE SHALL STATE WHAT THE ITEM SUGGESTED IS, AND THE DIFFERENCE IN COST IF ANY.
2. IS SUBSTITUTES OF MATERIALS (EQUALLY GOOD) ARE OFFERED AT THE TIME BIDS ARE SUBMITTED, THEY WILL BE CONSIDERED. IN THE EVENT THE OWNER WISHES TO ACCEPT THE SUBSTITUTE, ARRANGEMENTS WILL BE MADE FOR THE CHANGE BEFORE ENTERING INTO A CONTRACT.
3. IF NO ITEMS ARE SUGGESTED AS A SUBSTITUTE AT THE TIME THAT THE BIDS ARE SUBMITTED, THERE WILL BE NO DIVIATION ALLOWED FROM THE MATERIALS SPECIFIED WITHOUT FIRST SECURING THE APPROVAL OF THE OWNER.

INSPECTIONS

1. SPECIAL INSPECTION PER SECTION 1701 OF THE C.B.C. IS REQUIRED AS FOLLOWS:

- A) ALL FIELD WELDINGS.
- B) DURING THE TAKING OF TEST SPECIMENS AND PLACING OF ALL REINF. AND REINFORCED CONCRETE AND PNEUMATICALLY PLACED CONCRETE
- C) CONCRETE WHEN $f'_c=2500$ P.S.I. OR GREATER
- D) ALL A325 HIGH STRENGTH BOLTS INSTALLATION.
- E) ALL ANCHOR BOLT TENSIONING AND TIGHTENING.
- F) ALL EPOXY BOLT SYSTEMS.
- G) WELD HAMMER PEENING.

2. INSPECTION REPORTS SHALL BE PROVIDED TO THE STRUCTURAL ENGINEER.

3. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO SEE THAT THESE TESTS & INSPECTIONS ARE PERFORMED.



