
City of Fullerton

INVITATION FOR BID

54691

INDEPENDENCE PARK GYM RENOVATION

RELEASE DATE: May 29, 2026

RESPONSE DEADLINE: July 1, 2026, 1:00 pm

Please refer to the project timeline in this document for all important deadlines.

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1. INVITATION TO BID

Sealed Proposals for Independence Park Gym Renovation will be received through the OpenGov Procurement Portal until 1:00 pm on Wednesday, July 1, 2026, and shortly thereafter on this same day, they will be publicly opened. No Bid will be accepted unless it is submitted through the OpenGov Procurement Portal. Results will be available on the Procurement Portal and City of Fullerton website.

SCOPE OF WORK: The Work shall consist of, but not be limited to, demolition, framing, millwork, flooring, painting, electrical, plumbing, mechanical, and all related work for repair and renovation of gymnasium building, including, but not limited to, construction of restrooms, sport court replacement, office space, multi-function room, and public lobby area.

The time of completion of contract shall be **seventy (70)** as defined in the Standard Specifications for Public Works, 2024 Edition. Liquidated Damages, as defined in the referenced specifications, Section 6-9, shall be **\$750** per calendar day.

The Engineer's estimate for this project is **\$1,400,000**.

For this contract, the contractor shall possess Class A or B license at the time the bid is submitted.

Contractor shall take note of the following dates and milestones. Contractor will take full responsibility for completing all precursory requirements necessary for this issuance.

Release To Bid:	May 29, 2026
Mandatory Pre-Bid Meeting (Mandatory):	06/08/2026 Independence Park Gym, 801 W. Valencia Drive, Fullerton, CA 92832
Optional Pre-Bid Meeting (Non-Mandatory):	June 16, 2026 Independence Park Gym, 801 W. Valencia Drive, Fullerton, CA 92832 (Only contractors who attended the mandatory meeting may attend this meeting.)
Question Submission Deadline:	June 18, 2026, 4:00pm
Bid Submission Deadline:	July 1, 2026, 1:00pm
Award of Contract:	July 21, 2026
Deadline to submit contract documents:	August 11, 2026
Pre-Construction Meeting:	August 20, 2026

Notice to Proceed/Start Construction:	September 1, 2026
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Contractor shall provide all labor, materials, tools, equipment and incidentals for the work, complete in place. The Contractor agrees to commence the work and related services upon the receipt of a written Notice to Proceed from the City. It is the Contractor's responsibility to provide sufficient and qualified personnel, equipment and materials.

Each bid must be accompanied by a bidder's bond, or certified check, or cashier's check, made payable to the City of Fullerton, for an amount equal to at least 10% of the bid amount, such guarantee to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract. A digital copy of the security shall be uploaded as part of the bid submittal with the three apparent lowest bidders required to submit original hard copies to the City within three (3) working days of bidding opening. Refer to the bid package on OpenGov for additional information.

In addition, a Performance Bond in the amount of 100% of the bid, and a Labor and Materials Bond in the amount of 100% of the bid shall be required of the successful bidder prior to entering into a contract. The City will permit substitution of approved securities for monies retained on this project in accordance with Section 7-3.2 of the Standard Specifications for Public Works Construction ("Greenbook"), 2024.

Contractor shall provide all the required insurance to the minimum limits as defined in the Supplemental Information to Bidders with Certificates of Insurance for each form of coverage.

No contract will be awarded to any contractor who has not been licensed in accordance with the provisions of Chapter 9 of Division III of the State Business and Professions Code, Section 7,000, et seq. The Contractor shall possess the appropriate legal and necessary licenses required to complete the work as shown in this contract at the time the bid is submitted.

No contractor or subcontractor may be listed on a bid proposal for public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code 1725.5 and Senate Bill 854.

A contractor is prohibited from working on this contract with any subcontractor who is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the Labor Code.

Apprentices: Attention is directed to sections 1777.5, 1777.6 and 1777.7 of the California Labor Code concerning the employment of apprentices by the contractor or any such subcontractor under him.

Section 4.02.010 of the Fullerton Municipal Code requires that all contractors and sub-contractors shall obtain a City Business Registration Certificate. The contract will not be executed until the contractor and sub-contractor(s) obtain such certificate from the Business Registration Office at City Hall, 303 West Commonwealth Avenue, Room 104, Fullerton, CA 92832.

All bids are to be compared on the basis of the City Engineer's estimate of the quantities of work to be done. If the City Council makes an award, it will be to the **lowest responsible bidder**. For Unit Price bids, in the event there is a discrepancy between the extension and the unit cost, the unit cost will prevail.

By Resolution No. 6173, the City Council adopted the general prevailing rate of per diem wages as determined and published by the State Director of the Department of Industrial Relations, pursuant to Sections 1770, 1773, and 1773.1 of the California Labor Code. Copies of these rates, the Federal Wage Rates, and the latest revisions thereto are on file in the office of the City Engineer and are available for review upon request. The contractor shall also comply with Sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 as required by the California Labor Code.

In the awarding of the contract, the City shall give equal opportunity to all bidders, regardless of sex, race, creed, color, national, or ethnic origin.

The City Council reserves the right to reject any and all bids, to waive any informality or irregularity in the bidding, and to accept any bid when it is to the advantage and best interest of the City to do so, by order of the City Council of the City of Fullerton.

Any questions regarding this bid package shall be submitted through the OpenGov Procurement Portal.

Stephen Bise
Public Works Director

2. NOTICE TO BIDDERS

2.1. Proposal Forms

The Bid Documents shall be fully executed and submitted on the forms in the project specifications. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The City may reject any Proposal not meeting these requirements. Unauthorized conditions, limitations, or provisions attached to a Proposal will render it informal and may cause its rejection. Alternative proposals will not be considered unless requested. Oral, telegraphic, or telephonic proposals or modifications will not be considered.

2.2. Proposal Guarantee

When required by the Bid Documents, each bidder shall submit with the Proposal, an unconditional certified or cashier's check, or a bidder's bond in the sum of the percentage of the bid stated in the Invitation to Bid, as a guarantee that the bidder will, if its Proposal is accepted, execute the Contract and furnish a satisfactory Performance Bond, a satisfactory Labor and Materials Bond and insurance certificates, as specified.

Any Proposal not accompanied by such a guarantee will not be considered. The bidder, if awarded the Work, will enter into a contract and furnish the necessary bonds within the period stated in the specifications. In the case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the City. All cashier's checks or certified checks must be drawn on a responsible bank doing business in the United States and shall be made payable to THE CITY OF FULLERTON. A bonding company admitted and licensed to do business in the State of California must issue bid bonds.

2.3. Bid Documents Signature

If the bid is made by an individual, it shall be signed and his/her full name with his/her address shall be given; if it is made by a firm, it shall be signed with the co-partnership name by a member of the firm who shall sign his/her own name and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

2.4. Submittal of Proposal

The Proposal shall be submitted through the OpenGov Procurement Portal at <https://procurement.opengov.com/portal/cityoffullerton>, no later than 1:00 pm on Wednesday, July 1, 2026. It is the bidder's sole responsibility to see that its bid document package is received as stipulated.

2.5. Withdrawal of Proposal

The Proposal may be withdrawn by the bidder through the Procurement Portal, prior to the scheduled closing time for receipt of the Proposal.

A Proposal may only be requested to be withdrawn after the hour fixed for opening bids if documentation is provided to the City in accordance Public Contract Code Section 5100 to 5110. The City reserves the right to review and reject the request for withdrawal.

2.6. Return of Proposal Guarantees

The proposal guarantees of the second and third lowest bidders will be held until the awarded bidder has properly executed all contract documents. After the award of contract, the remaining proposal guarantees accompanying all other proposals will become null and void and returned to the unsuccessful bidders.

2.7. Taxes

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

2.8. Disqualification of Bidders

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

2.9. Discrepancies and Misunderstandings

Bidders must satisfy themselves by personal examination of the work site, plans, specifications and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the Work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Should a bidder find any errors, omissions, or discrepancies in the plans, specifications, and other contract documents or should be in doubt as to their meaning, the bidder shall notify the City by submittal of a Request

for Information (RFI) **at least five (5) working days prior to the bid opening, through the Question and Answer section of the Project through the Procurement Portal.** Should it be found necessary, a written addendum will be sent to all bidders. Any addenda issued during the bidding period shall form a part of the contract and shall be acknowledged in the proposal.

2.10. Items of Work

Items of work not specifically listed in the bid schedule shall be included in the bid prices for related work. For all work required and shown on the construction plans and specifications for which no specific bid item or price is listed in the bid schedule, it shall be understood that such work, equipment, labor, tools, and materials shall be provided as part of the listed bid items and no additional compensation will be paid therefor.

2.11. Addenda

The effect of all addenda to the contract documents shall be considered in the bid package and said addenda shall be made part of the contract documents. Failure to acknowledge any such addenda with the Proposal may render the bid irregular and may result in its rejection by the City.

2.12. Equivalent Materials

Requests for the use of equivalents to those specified, must be submitted to the City twenty (20) working days prior to the need of such materials. Within that time, the City will issue a written response indicating approval or disapproval of such request. It is the sole responsibility of the successful bidder to prove to the City that such a material is truly an equivalent.

2.13. Legal Responsibilities

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

2.14. Award of Contract

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the City. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the bidder to whom the award is contemplated.

2.15. Material Guarantee

The successful bidder may be required to furnish a written guarantee covering certain items of work for varying periods of time from the date of acceptance of the work by the City. The work to be guaranteed, the form, and the time limit of the guarantee will be specified in the special provisions. Said guarantee shall be signed and delivered to the City before acceptance of the contract by the City. Upon completion of the contract, the amounts of the two required contract bonds may be reduced to conform to the total amount of the contract bid prices for the items of work to guaranteed, and this amount shall continue in full force and

effect for the duration of the guarantee period. However, the Labor and Material Bond cannot be reduced until the expiration of 35 days after the date of recordation of the Notice of Completion.

2.16. Bid Protest

To be considered timely, a bid protest must be filed within the following time limits:

- A. Protests based upon alleged defects, discrepancies, or improprieties in the bid documents shall be submitted to the City Engineer in writing not less than five (5) calendar days prior to the date of bid opening.
- B. All other protests must be submitted in writing to the City Engineer no more than five (5) calendar days after the date of when the Bids were due to the City and results posted.
- C. The written protest must set forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and arguments in support of the grounds for the protest. All factual contentions must be supported by competent, admissible and credible evidence. Any matters not set forth in the written protest shall be deemed waived. Any protest not conforming to this procedure shall be rejected as invalid.
- D. The City Engineer shall review the merits and timeliness of the protest and issue a written decision to the protestant within seven (7) calendar days of receipt of the protest.
- E. The decision of the City Engineer may be appealed to the City Council at the scheduled City Council meeting for award of the contract.
- F. Contact Information: CIP@cityoffullerton.com

2.17. Additional Information

Reference is made to the Invitation to Bid, General Specifications and Special Provisions for additional information and requirements.

2.18. Questions to the Engineer

Questions regarding the project documents (i.e. plans, specifications, contract documents, bid forms, etc.) will be received by the Project Engineer, through the Procurement Portal, up to five (5) working days prior to the bid opening as specified in the Invitation to Bid. Questions asked of the Project Engineer after this time will not be addressed.

All questions must be submitted through the Procurement Portal.

3. INSURANCE REQUIREMENTS

The Contractor shall procure and maintain throughout the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The

Contractor shall provide current evidence of the required insurance in a form acceptable to the City and shall provide replacement evidence for any required insurance, which expires prior to the completion, expiration, or termination of this Agreement.

Nothing in this Section shall be construed as limiting in any way the Indemnification and Hold Harmless clause contained herein or the extent to which the Contractor may be held responsible for payments of damages to persons or property.

3.1. MINIMUM SCOPE AND LIMITS OF INSURANCE

See Special Provisions Specifications for any additional requirements:

- A. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form # CG 00 01, with a limit of not less than \$2,000,000 each occurrence and \$4,000,000 policy aggregate. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement (ISO CG 25 03 or CG 25 04) or shall be twice the required occurrence limit.
- B. Business Automobile Liability Insurance: CONTRACTOR shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 00 01, with a limit of not less than \$2,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- C. Workers' Compensation and Employers' Liability Insurance: CONTRACTOR shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

3.2. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention must be declared to the City. Any deductible or self-insured retention exceeding \$5,000 or 5% of the contract value (whichever is less) must be approved by the City.

3.3. OTHER INSURANCE PROVISIONS

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

- A. The City, its elected and appointed officials, officers, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations; or with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code §2782(b). The coverage shall contain no special limitations on the scope of its protection afforded to

the City, its officers, employees, and volunteers. (Note: In lieu of a Commercial General Liability policy with this endorsement, the Contractor may supply a separate owner's policy.)

- B. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage as broad as ISO CG 20 01 04 13 as respects the City, its officers, employees, and volunteers and shall apply separately to each insured against whom a suit is brought, or a claim is made. Any insurance or self-insurance maintained by the City, its officers, employees, and volunteers shall be in excess of this insurance and shall not contribute with it.
- C. If any coverage required is written on a "claims made" coverage form the retroactive date must be shown and this date must be before the execution date of the contract or the beginning of contract work. The insurance must be maintained for at least five (5) consecutive years following completion of the project and must thereafter, submit annual evidence of coverage. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date or start of work date, CONTRACTOR must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work. Additionally, CONTRACTOR shall provide copies of the claims reporting requirements contained within the policies.
- D. The CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement necessary to affect this waiver of subrogation. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.
- E. Builders Risk Insurance (Course of Construction): If required, CITY shall be named as a loss payee.
- F. All Coverages: Each insurance policy required by this clause shall state that coverage shall not be canceled, except with notice to the CITY. Contractor agrees to oblige its insurance agent or broker and insurers to provide CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. This cancellation must be provided through "NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT".

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

3.4. SUBCONTRACTORS

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure the City is an additional insured on insurance required from subcontractors.

3.5. SPECIAL RISKS OR CIRCUMSTANCES

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

3.6. ACCEPTABILITY OF INSURERS

All required insurance shall be placed with insurers acceptable to the City with current Best ratings of no less than A, Class VII. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the City, insurance provided by non-admitted or surplus carriers with a minimum Best rating of no less than A-, Class X may be accepted if the Contractor evidences the requisite need to the sole satisfaction of the City.

3.7. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish the City with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles, self-insured retentions and shall furnish copies of all policy endorsements effecting coverage required by this clause before work begins. All certificates and endorsements must be received and approved by City before work commences. Failure to obtain the required documents prior to work beginning shall not waive the CONTRACTOR'S obligation to provide them. The City reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements required by these specifications.

3.8. HOLD HARMLESS

The City and its agents and the City Council shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work, or for injury or damage to any person or persons, either workmen, employees of the Contractor, the subcontractors, the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the work except the active negligence or willful misconduct of the City, its agents, servants, or independent contractors who are directly responsible to the City.

Further, the Contractor is obligated as follows:

- A. The Contractor will defend any action or actions filed in connection with any claims, damages, penalties, obligations, or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith, resulting from the Contractor's operations and work.
- B. The Contractor will promptly pay any judgment rendered against the Contractor or the City covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the Contractor.

- C. In the event that the City is made a party to any action or proceeding filed or prosecuted against the Contractor for such damages or other claims arising out of or in connection with the work, operation, or activities of the Contractor, the Contractor agrees to pay to the City any and all cost and expense incurred by the City in such action or proceeding together with reasonable attorneys' fees.
- D. The City may hold money that would otherwise be due the Contractor under and by virtue of the contract as shall be considered necessary by the City until disposition has been made of such actions or claims for damages as aforesaid.

4. PART 1 – GENERAL PROVISIONS

4.1.

SECTION 1 - GENERAL

Standard Specifications – The Work hereunder shall be done in accordance with the Standard Specifications for Public Works Construction ("Greenbook"), 2024 Edition, and all current supplements thereto, insofar as the same may apply and in accordance with these Special Provisions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

Supplementary Reference Specifications – Insofar as references are made in these Special Provisions to "Caltrans Standard Specifications," all such work shall conform to the referenced portions of the technical provisions only of the Standard Specifications, latest edition, of the California Department of Transportation (Caltrans), all such work shall conform to the referenced portions of the technical provisions only of said reference specification.

City of Fullerton Standard Drawings. – The City of Fullerton Standard Drawings are available on the City of Fullerton website at the following link:

<https://www.cityoffullerton.com/government/departments/public-works/engineering/general-engineering/standard-drawings>

Section 1-2 TERMS AND DEFINITIONS. Wherever in these Standard Specifications the following terms are used, the definitions shall be amended to read as follows:

City/Board/Agency/Department – Refers to the City of Fullerton, California.

Days – As use in these Special Provisions, days shall mean working days; excludes Saturdays, Sundays, and Legal Holidays.

Department – Public Works Department, Engineering Division of the City of Fullerton, California.

Director – Public Works Director of the City of Fullerton, California.

Engineer – City Engineer, or his/her designee of the City of Fullerton, California.

Highway – Highway, roadway, street, avenue, lane, boulevard, or other public thoroughfare for vehicular traffic.

Liquidated Damages – The amount prescribed in the Agreement, pursuant to the authority of Government Code Section 53069.85, to be paid to the City, or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the Special Provisions.

Standard Plans – The City of Fullerton Standard Drawings, the City of Fullerton Water Utility Specifications, the Standard Plans of the State of California, Department of Transportation, as applicable and as specified.

State – State of California.

State Contract Act – All applicable provisions of the Public Contract Code (excluding Chapter 1, Division 2, Part 2, therein), and the Government Code, Labor Code, Civil Code, Business and Professions Code, as they apply to contracts with local public agencies, as defined in said codes.

Section 1-7 "AWARD AND EXECUTION OF THE CONTRACT" of the Standard Specifications is amended by adding the following sections:

1-7.3 Agreement, Insurance, and Bonds. The Contractor shall promptly, and not later than the 21st calendar day after project award, deliver to the City the following fully executed documents:

- Agreement - fully executed by the Contractor
- All "Insurance Requirements" constituting the insurance policies, endorsements, and certificates of insurance to be provided by the Contractor, including, but not limited to:
 - Commercial General Liability Insurance
 - Business Automobile Liability Insurance
 - Workers' Compensation
 - Pollution Insurance/Legal Liability - as required by the project scope
- "Performance Bond" - fully executed by the Contractor
- "Labor and Material Bond" - fully executed by the Contractor

1-7.3 Failure to Provide Documents. The Contractor further acknowledges and agrees that a Notice to Proceed for the work shall NOT be effective until such time as the City has received and approved above Agreement, Insurances, Bonds, and applicable Water Pollution Control Plan (WPCP)/Storm Water Pollution Prevention Plan (SWPPP) Documents. In the event said Documents are not received by the City, or fail to meet contract requirements, on or before time specified in Section 1-7.3, the Contractor agrees to the deduction of one (1) working day from the number of days available to achieve the Contract completion date set forth in these Special Provisions for every day of delay in receipt by the City of the Documents. Said deduction shall be in addition to any other remedy available to the City upon the Contractor's failure to timely provide said

Documents, including the right of the City to refuse to execute and deliver the Agreement or to take such other action as may be authorized by law.

4.2. SECTION 2 - SCOPE OF THE WORK

Section 2-2 "PERMITS" of the Standard Specifications is amended by adding the following paragraphs: The Contractor and all subcontractors shall obtain and maintain a valid City business license. The Contractor shall also obtain a no-fee "Public Right-of-Way Construction and Encroachment Permit" from the Public Works Department, Engineering Division. Both the permit and the license shall be valid for the entire construction period and shall be kept at the job site at all times. All provisions of the permit shall apply and shall have authority over any conditions contained herein these Special Provisions. Any costs incurred due to compliance with the permit or in obtaining a city business license or any other required permit or license shall be included in the contract cost for the work item involved and no additional payment will be made. Failure to comply with these specific licensing and permit requirements will result in withholding of any progress payment(s) to the Contractor.

SEE **SPECIAL PROVISIONS** FOR ANY ADDITIONAL REQUIREMENTS.

Section 2-6 "CHANGES REQUESTED BY THE CONTRACTOR" of the Standard Specifications is amended by adding the following two sections:

2-6.1 Trades and Equipment. The Contractor shall provide to the Engineer, prior to the start of work, a list of all trades and equipment scheduled to be used on the project, and the direct labor rate and established state rental rate respectively for each.

2-6.2 Procedure and Protest. A contract change order approved by the Engineer may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in an approved contract change order which he has not executed, he shall submit a written protest to the Engineer within 15 days after the receipt of such approved contract change order. The protest shall state the points of disagreement and, if possible, the contract specification references, quantities, and costs involved. If a written protest is not submitted, payment will be made as set forth in the approved contract change order and such payment shall constitute full compensation for all work included therein or required thereby, such unprotested approved contract change orders as that term is used in Sections 2-8 and 2-9 of the Standard Specifications.

Where the protest concerning an approved contract change order relates to compensation, the compensation payable for all work specified or required by said contract change order to which such protest relates will be determined as provided in Sections 2-8 and 2-9 of the Standard Specifications. The Contractor shall keep full and complete records of the cost of such work and shall permit the Engineer to have such access thereto as may be necessary to assist in the determination of the compensation payable for such work.

Where the protest concerning an approved contract change order relates to the adjustment of contract time for the completion of the work, the time to be allowed therefore will be determined as provided in Section 6-9, "Liquidated Damages" of the Standard Specifications.

Proposed contract change orders may be presented to the Contractor for its consideration prior to approval by the Engineer. If the Contractor signifies acceptance of the terms and conditions of such proposed contract change order by executing such document, and if such change order is approved by the Engineer and issued to the Contractor, payment in accordance with the provisions as to compensation therein set forth shall constitute full compensation for all work included therein or required thereby. A contract change order executed by the Contractor and approved by the Engineer is an executed contract change order as that term is used in Sections 2-8 and 2-9 of the Standard Specifications. An approved contract change order shall supersede a proposed but unapproved contract change order covering the same work.

The Engineer may provide for an adjustment of compensation as to a contract item of work included in a contract change order determined as provided in Sections 2-8 and 2-9 of the Standard Specifications if such item of work is eligible for an adjustment of compensation thereunder.

Section 2-7.1 "General" of the Standard Specifications is amended by including the following after the first paragraph. Change order work shall not be performed without a prior written Field Order (FO) authorized by the Engineer or Contract Change Order (CCO) authorized by the Engineer. No payment will be made on any extra work until there has been a CCO issued by the City.

Section 2-8 "EXTRA WORK" of the Standard Specifications is amended by adding the following paragraph: The Contractor shall notify the Engineer in writing of any potential Extra Work within five (5) working days. Failure to notify shall constitute a waiver of all claims in connection therewith.

2-10 DISPUTED WORK. In lieu of Section 2-10 of the Standard Specifications, all disputed work shall conform to the requirements of Section 9-1.17D, "Final Payment and Claims" of the State Specifications.

SECTION 2 "SCOPE OF THE WORK" of the Standard Specifications is further amended by addition of the following sections:

2-11 DRAWINGS AND SPECIFICATIONS ("RECORD" DRAWINGS). At all times, the Contractor shall maintain at the project a "Record" set of Drawings and Specifications to include all executed addenda, change orders, and field orders.

Prior to each progress payment the Contractor shall deliver to the Engineer, a set of contract drawings with all applicable "as constructed" notes placed/recorded thereon. Failure to provide "as constructed" plans will cause progress payment to be withheld until information is provided to City.

After completion of the work and before final payment, the Contractor shall deliver to the Engineer a complete set of contract drawings with all applicable "as constructed" notes placed/recorded thereon. The final form and detail of these as constructed plans are subject to the acceptance of the Engineer.

2-12 MISCELLANEOUS ITEMS. The Contractor shall furnish and maintain temporary ladders, ramps, hoists, runways, chutes, barricades, etc., as required for proper execution of the work by trades and subcontractors. All such apparatus shall meet requirements of labor laws and state or local codes applicable thereto.

The Contractor may provide such watchman services as he deems necessary to properly safeguard materials, tools, appliances, and work during all hours that operations under the contract are not being actively

prosecuted. The City will not assume any responsibility for the loss of or damage to materials, tools, appliances, or work.

2-13 MARKING REMOVAL. All markings placed by the Contractor, City, and Underground Service Alert (USA) during construction shall be removed within five (5) calendar days after the conclusion of the work as directed by the city. Failure to follow requirements is subject to a \$250 fine per calendar day. These markings shall include, but not be limited to, paint, stakes, and metal tags.

Payment: All costs associated with removal of markings shall be included in the bid price for the applicable bid item.

2-14 DISPOSAL. All excavated material shall be hauled to and legally disposed of at a site determined by the Contractor. All costs associated with the disposal of all excavated materials, including any gate fees, shall be paid by the Contractor. These costs shall be included in the bid price for the applicable bid items.

Prior to any excavated material being removed from the construction site the Contractor shall notify the City as to the hauling route and destination for disposal. If the location for disposal is other than a county landfill then the Contractor shall provide the City with written permission and release of liability for the City from the owner of the property where the material will be deposited.

It is the Contractor's responsibility to determine locations to dispose of materials and the disposal requirements of those locations. It shall be the Contractor's responsibility to determine if the existing soil to be excavated meets suitability requirements at the disposal site and bid accordingly. The City will not be responsible for additional costs related to disposal locations requirements.

If unforeseen contamination is found in the excavated material, the Contractor shall haul the excavated material to the nearest landfill that will accept the materials. The City will only issue payment for the difference in trucking and dumping fees between the nearest active landfill and landfill that accepts the excavated material, contingent upon the Contractor providing documentation that includes, but is not limited to, proof of rejection, truck hauling tickets, and dump fee invoices to the satisfaction of the City Inspector.

The City has an exclusive agreement with Republic Services, and no other firm may provide bulk trash bins in the event the work requires this service.

4.3. SECTION 3 - CONTROL OF THE WORK

Section 3-2 "SELF-PERFORMANCE" of the Standard Specifications is amended by adding the following paragraph: The requirement for the Contractor to perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price shall be revised to 35 percent.

Section 3-5 "INSPECTION" of the Standard Specifications is amended by adding the following paragraphs: The Contractor shall notify the City two working days in advance of the date that each inspection is needed.

A Soils Engineer selected by the Engineer shall be present at the site during any earthwork activities relating to stripping, excavation, backfill, compaction, and filling of the site in order to provide technical monitoring of these activities. The Contractor shall notify the City three working days prior to any work requiring this inspection. The number of tests and location shall be at the discretion of the Soils Engineer.

Section 3-6 "THE CONTRACTOR'S REPRESENTATIVE" of the Standard Specifications is amended by adding the following paragraph: The names, addresses, and day and night telephone numbers of the Contractor and his superintendents and foremen shall be filed with the Public Works Director, the Street Maintenance Superintendent, and the City Police Department prior to the start of work on this contract. Emergency information forms will be included with the contract documents supplied by the City to the Contractor awarded this job. The Contractor shall complete and submit this form no later than the pre-job conference noted in Section 6-1.3.

Section 3-8 "SUBMITTALS" of the Standard Specifications is amended by adding the following paragraphs:

3-8.1 General. The Contractor shall furnish to the Engineer such working drawings, shop drawings, data on materials and equipment, and samples as are required for the proper control of the work, including, but not limited to, those working drawings, shop drawings, data and samples specifically required in Section 3-8 of the Standard Specifications, these Special Provisions, any Technical Provisions, and on the drawings. All working drawings, shop drawings, data and samples shall be subject to review by the Engineer for conformity with the drawings and Specifications.

By submitting working drawings, shop drawings, product data, and samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the contract documents.

Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, and similar descriptive lists. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.

The Contractor shall not be relieved from responsibility for errors or omissions in the working drawings, shop drawings, product data, or samples by the Engineer's approval thereof.

Failure of the Contractor or its subcontractor to submit working drawings, shop drawings product data, samples and certifications to the Engineer in ample time for review shall not constitute just cause for approved extension of the construction time.

The Contractor shall allow a minimum of 15 working days for City review of the first submittal. Fifteen working days shall be allowed for City review for all subsequent resubmits. Upon completing the review, the Engineer will return two prints of each drawing to the Contractor

3-8.4 Supporting Information. Prior to starting the work, the Contractor shall prepare and submit its "Water Pollution Control" documents per Sections 1-7.3 and 3-12.6 to the Engineer. One copy of the Water Pollution Control documents will be maintained and updated by the Contractor on site during work.

Section 3-10 "SURVEYING" of the Standard Specifications is amended by adding the following sections.

3-10.1 General. It shall be the Contractor's responsibility to preserve the survey markings. Any additional surveying required as a result of the Contractor's negligence in preserving the horizontal and vertical control will be at the Contractor's expense either as a billing or as a deduction from the contract payment.

Section 3-12 "WORK SITE MAINTENANCE" of the Standard Specifications is amended by adding the following sections:

3-12.6.1 General. See Special Provisions section for additional requirements.

3-12.7 Vehicle Code and Roadway Operations. Pursuant to the authority contained in Section 591 of the Vehicle Code, the City has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Attention is directed to the statement in Section 591 that this Section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

Spillage resulting from hauling operations along or across any public traveled way shall be properly removed immediately at the Contractor's expense.

Failure or refusal by the Contractor to comply with the above-mentioned requirements shall be sufficient cause for the Engineer to order the work to be performed by other forces and the cost therein to be borne by the Contractor per Section 6-7 of the Standard Specifications.

3-12.8 Dust Control and Water. Dust control shall be accomplished in accordance with Section 3-12 of the Standard Specifications. Adequate water trucks for dust control shall be provided and used as directed by the Engineer. All water for dust control and for other uses during construction on this contract shall be provided for by the Contractor.

The Contractor shall use the following procedures for water usage on this project:

A. Temporary water service permits shall be obtained in the City Water Engineering Division. Deposit and permit charges shall be paid as follows:

- 1) Deposit charge: 1" meter \$500; 3" or larger \$3,074
- 2) Permit charge: \$263
- 3) Relocation charge: \$169

B. The meter shall be installed by the City Water Maintenance Division at an approved fire hydrant location designated by the Contractor. The meter shall be locked on the hydrant.

C. When requested by the Contractor (in advance), the City shall move the meter to another location. Relocation request shall be made to City Water Maintenance Division and a relocation charge will be billed to their account as indicated in Section A above. Contractor shall assume two working days to complete relocation of the meter.

D. The Contractor shall provide an approved Air-Gap or Reduced Pressure Principle Assembly with the temporary meter. An Orange County Certified Tester **must** test the assembly prior to usage of the meter. Relocation of the assembly will require re-certification. City Maintenance will install and test backflow and re-certify when meter is relocated.

E. The Contractor shall notify the City Water Maintenance Division when the water meter is no longer needed. Prior to final acceptance of the project and refund of the deposit charge, the Contractor shall pay for water usage and any repairs required on the meter. If the Contractor fails to pay these charges, this amount shall be deducted from the deposit refund or from the Contractor's final invoice.

No separate payment shall be made to the Contractor for water usage or permits on this project. All costs for water and dust control shall be included in the bid item requiring this work.

3-12.9 Protection of Work and Materials

It is anticipated that storm runoff and surface nuisance water or other waters will be encountered at various times and locations during the work. Such water may interfere with the Contractor's operations and may cause damage to the project, and to adjacent or downstream property by flooding or lateral erosion if not properly controlled by the Contractor. The Contractor acknowledges that their bid was prepared accordingly. The Contractor, by submitting a bid, assumes all of said risk. The cost of controlling and maintaining said flows shall be included in various bid items requiring this work and no separate payment will be made for compliance with this Section.

3-14 REQUEST FOR INFORMATION/CLARIFICATIONS. The contract shall allow a minimum of 10 working days for City review of all Request for Information and Clarification requests. The Contractor's submittal of any Request for Information or Clarification shall clearly indicate whether this review involves concurrent critical path work.

4.4. SECTION 4 - CONTROL OF MATERIALS

Section 4-4 "TESTING" of the Standard Specifications is amended to include the following:

4-4.1 City Testing. The testing of materials or of any portion of the job under construction shall be at the option of the Engineer. The Contractor shall furnish, without charge, any materials requested for testing. The Contractor shall also provide access to any area of the job for testing purposes and shall furnish, without cost, any assistance necessary to perform the testing. **The charges for normal testing will be paid by the City of Fullerton.** Normal testing shall be deemed to be the testing as required by the Standard Specifications, the Special Provisions, and the Inspector. **Extra testing required due to test failures will be at the Contractor's expense either as a billing, or as a deduction from contract payment.** The Contractor shall notify the Engineer of the readiness of any phase of construction to be tested and shall not proceed with any subsequent phase of work until the results of the test are known and approved. The Contractor shall notify the City a minimum of 3 working days in advance of the date testing is required. Testing may be performed by a private laboratory or the County of Orange, as selected by the Engineer.

Results from standard compaction testing will not be available for at least 24 hours after the sample is taken. Accelerated test data may be made available by prior coordination with the City. All costs associated for any accelerated data procurement or analysis shall be borne by the Contractor.

4.5. SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES

Section 5-3 "LABOR" of the Standard Specifications is amended to include the following section:

5-3.1.1 Certified Payrolls. The Contractor will be required to submit weekly-certified payrolls for the project. The Contractor shall also submit payrolls for all subcontractors. These payrolls shall be submitted to the Engineer on a weekly basis. The Contractor shall also maintain separate records for three years after the project is completed. In the event a legal request is made for a redacted copy of these payroll records, the Contractor shall provide same within three working days of receipt of this demand.

Submitting certified payrolls to other agencies (Union, Prime Contractor, Labor Compliance Program, and Department of Industrial Relations) does not fulfill the requirement to submit certified payroll records to the City.

Progress payments or final payment will be withheld for failure to submit weekly-certified payrolls.

Section 5-4 INSURANCE

Section 5-4.1 "GENERAL" of the Standard Specifications is amended to include the following section:

5-4.1.1 City of Fullerton Requirements. Refer to Supplemental Information To Bidders for additional information and requirements. See Special Provisions for any additional requirements.

Section 5-7 SAFETY

Section 5-7.1.1 "GENERAL" of the Standard Specifications is amended adding the following paragraph:

The Contractor and subcontractors shall provide and ensure use of a safety vest certified by the American National Standards Institute (ANSI). The proper vest shall be worn based on the working environment.

4.6. SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

Section 6-1 "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK" of the Standard Specifications is amended to include the following sections:

6-1.1 Subcontractors.

The Contractor is solely responsible to coordinate and schedule all subcontractors. Subcontractors shall be scheduled to provide continuous progress of Work without delays or extension of time. Failure to schedule subcontractors to maintain continuous Work is subject to a \$500 fine per calendar day. This fine is in addition to any other applicable fines or liquidated damages.

6-1.3 Prejob Conference.

The City will schedule a prejob conference approximately **15 working days** after the notice of award is mailed to the Contractor. The prejob conference will address at least the following items:

A. Discussion to clarify any questionable areas of the work as existing in the field, detailed on the Plans, or specified within these Special Provisions, including, if desirable to the parties present, a walk or drive through the project limits.

B. A review of progress payments, supplemental cost breakdown per Section 7-3.2 of the Standard Specifications, site security and pedestrian access, inspection process, and safety procedures.

C. A briefing of the basic schedules of progress required, and a reading or explanation of the approved detail schedules as submitted by the successful Contractor as described in Section 6 of the Standard Specifications.

D. Introductions and acquaintance of the key project personnel.

1) The City will furnish the Contractor a list indicating inspector and any other personnel who will have direct responsibilities with the project.

2) The Contractor is expected to be represented at the meeting by his assigned superintendent and foreman.

E. Minutes of the meeting will be prepared by the City, and distributed to those attending, if so requested.

6-1.4 Order of Work.

The order of work, except where otherwise specifically required by the Plans and Specifications, shall be determined by the Contractor who shall be solely responsible for coordinating all subcontract and prime contract work to minimize delays during construction.

For projects that include multiple disciplines and subcontractors (more than six subcontractors), the City will require a Critical Path Method (CPM) submittal for said construction schedule. The CPM diagram shall be submitted to and approved by the City before any work commences.

The Contractor shall schedule his work in order to be as least disruptive as possible to adjacent businesses and residents.

6-1.5 Work Hours and Sound Control.

Work hours shall be 7:00 a.m. to 4:00 p.m. unless modified elsewhere in these Specifications. No work which will cause loud or disruptive noise to adjacent residents shall begin prior to 8:00 a.m. nor terminate later than 4:00 p.m. In addition, the Contractor shall comply with all County and local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract and shall make every effort to control any undue noise resulting from the construction operation.

Traffic control on arterial streets shall be from 8:30 a.m. to 3:30 p.m. unless modified elsewhere in these Specifications or prior approval is provided by the City.

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

The Engineer reserves the right to stop work if he determines that these conditions are being violated.

Work performed outside an approved Working Day and/or Work Hour is subject to a \$250 fine per fifteen minutes.

6-1.6 Notice to Proceed.

The contractor agrees to commence the work and related services provided for in the Special Provisions herein immediately upon the receipt of a written Notice to Proceed from the City, to continue performance of the Work and Related Services in a diligent, workmanlike manner without interruption, and to complete the improvements on or before the dates for completion as set forth in these Special Provisions. Delivery by the City of an executed copy of the agreement to the Contractor shall alternatively be deemed to constitute the Notice to Proceed, and shall occur when an executed copy of the Agreement is either delivered personally, or by overnight express courier, to the Contractor or its authorized agent or representative, or when a copy of the executed Agreement is deposited in the United States mail addressed to Contractor with the postage thereon fully prepaid.

Section 6-2 "PROSECUTION OF THE WORK" of the Standard Specifications is amended to include the following sections:

6-2.1 Construction Phasing. For projects that involve separate operations (i.e. pipeline, concrete, paving, etc.) the Contractor is responsible to provide the project phasing and schedule to the City for review and approval at the pre-construction meeting. Failure to obtain approval prior to the Notice to Proceed date may result in the City suspending work and implementing a fine of \$250 per calendar day.

No work shall commence on a phase until the previous phase complete, unless approved by the City.

For projects that involve paving improvements, the Contractor must complete all previous phase improvements, to the satisfaction and approval of the City, before commencing paving improvements. Paving improvements must commence within five (5) working days of satisfactory completion of the previous phases or be subject to a fine of \$500 per calendar day.

Section 6-3 "TIME OF COMPLETION" of the Standard Specifications is amended to included the following sections:

6-3.1.1 Contract Time. The contract time shall begin per the City's written notification. Work must be completed within working days specified for the project. In addition, the Contractor shall notify the City 24 hours in advance of the actual commencement of work.

No work shall be undertaken during the City's holiday closures. It is the Contractor's responsibly to determine the City's closure dates.

Section 6-4 "DELAYS AND EXTENSIONS OF TIME" of the Standard Specifications is amended to include the following sections:

6-4.1.1 Subcontractors. The Contractor is solely responsible to coordinate and schedule all subcontractors. Subcontractors shall be scheduled to provide continuous progress of Work without delays or extensions of time. Failure to schedule subcontractors to maintain continuous Work is subject to a \$500 fine per calendar day. This fine is in addition to any other applicable fines or liquidated damages.

SECTION 6 "PROSECUTION AND PROGRESS OF THE WORK" of the Standard Specifications is further amended by addition of the following section:

6-10 Punch List Items. Upon the Engineer determining the work is considered substantially complete and a punch list of additional work, repair or replacement is prepared, the Contractor has ten (10) working days to complete, to the satisfaction of the Engineer, all punch list items. Failure to follow requirements is subject to a \$500 fine per calendar day.

4.7. SECTION 7 - MEASUREMENT AND PAYMENT

7-4 PAYMENT FOR EXTRA WORK. In the event extra work is required to be performed, its payment shall conform to Sections 7-4 of the Standard Specifications with the following amendment:

Add to Section 7-4.1 "GENERAL" of the Standard Specifications the following:

All pertinent records for said payment shall be submitted by the Contractor to the Engineer for review and approval within 10 working days of completion of the extra work. Should the Contractor fail to submit the required documentation within the specified time, then this failure shall be considered authorization for the Engineer to prepare a CCO for this work with the payment based on the Engineer's work records and the prevailing rates. The Engineer's determination of cost, in this case, shall be final and by not providing the timely information, the Contractor waives his right to a claim.

If after submittal of pertinent records the Engineer has requested additional supplemental costs, the Contractor shall submit these costs in writing to the Engineer as soon as practical after the request has been made by the Engineer, but in no case longer than 10 working days after said request.

Section 7-4.2.3 "TOOL AND EQUIPMENT RENTAL" of the Standard Specifications is amended to include the following section:

Equipment rates shall be per the Department of Transportation (Caltrans) Publication entitled "Labor Surcharge and Equipment Rental Rates" in force at the time of bid.

Add to Section 7-4.3.1 "WORK BY CONTRACTOR" of the Standard Specifications the following two (2) paragraphs:

A. Markup for extra work by the Contractor shall be added to the Contractor's costs, using the following percentage, and shall constitute the markup for all overhead and profits:

Materials 10%, Labor 15%, Tool & Equipment Rental 10%, Other Items and Expenditures 5%

B. To the sum of the costs and markups provided for in this subsection, no more than 1% may be added as compensation for bonding.

Add to Section 7-4.3.2 "WORK BY SUBCONTRACTOR" of the Standard Specifications the following:

When all or any part of the extra work is performed by a subcontractor, the markup established for the Contractor shall be applied to the subcontractor's actual cost of such work. A markup of 10% on the first

\$5,000 of the subcontracted portion of the extra work and a markup of 5% on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

Section 7 "MEASUREMENT AND PAYMENT" of the Standard Specifications is amended to include the following three (3) sections:

7-6 FINAL CLEANUP AND CLOSEOUT. Upon completion of the work, and before acceptance and final payment is made by the City, the Contractor shall clean the project site and areas occupied in connection with the work. All rubbish, excess materials, falsework, temporary structures, and equipment shall be removed; and all parts of the work shall be left in a neat and presentable condition.

Prior to final closeout, the Contractor shall submit the following:

- A. A complete set of as-built/record plans showing constructed conditions, materials, revisions, finishes, etc. for the Project.
- B. A complete file of operation and maintenance manuals for equipment and materials used in the work. Such file shall be bound in hardcover, three-ring binders and shall be labeled.
- C. Required written guarantees.
- D. Complete list of subcontractors and principal vendors engaged in the execution of work, including addresses and telephone numbers.
- E. Complete and updated Storm Water Pollution Prevention Plan/Water Pollution Control Plan and Contractor certification that construction activities were in compliance with applicable National Pollutant Discharge Elimination Systems regulations.

Full compensation for conforming to the requirements of this Section shall be considered as included in the contract bid price paid for the various items of work and no additional compensation will be allowed therefor. **Failure to conform to these requirements may result in the City withholding the full retention payment.**

7-7 FINAL INSPECTION AND ACCEPTANCE. The Contractor shall request a final inspection to the Engineer within a minimum of five (5) working days' notice. After such final inspection, the Engineer or the City's representative will prepare punch list items that require additional work, repair or replacement. Depending on the scope of the punch list items, the Engineer may determine whether the work may be considered substantially complete. If the Engineer determines the work is substantially complete after issuance of the punch list, the City will cease applying the working days to the contract until all work items on the punch list is complete. The Contractor shall request another final inspection in the same manner for requesting any subsequent final inspection. The City will file the project Notice of Completion only after all punch list items have been approved/accepted.

7-8 MEASUREMENT AND PAYMENT.

7-8.1 General

Contractor is responsible to provide all equipment, labor, tools, materials, etc. to complete all work shown on the plans, unless specifically noted on the plans work is by others. Items of work not specifically listed on the

bid schedule shall be included in the bid prices for related work. For all work required and shown on the construction plans and specifications for which no specific bid item or price is listed in the bid schedule, it shall be understood that such work, equipment, labor, tools, and materials shall be provided as part of the listed bid items and no additional compensation will be paid therefor.

7-8.2 Payment for Bid Items.

See applicable payment sections of these Special Provisions for the Bid Items. Payment will only be made for completed work unless otherwise modified elsewhere in these Specifications.

7-8.3 Partial Payments.

The Engineer will authorize monthly partial payments per Section 7.3.2 of the Standard Specifications. Contractor's monthly invoice shall be submitted on company letterhead. Each invoice submitted shall include: project name, date of invoice, progress payment number, and purchase order number. All bid items shall be included on each invoice and include unit, unit price bid, original quantity, amount, previous payment quantity and amount, current invoice payment quantity and amount, total project payment quantity and amount. In addition, any approved change orders shall be listed on invoice. A sample format of invoice can be provided to contractor at prejob conference meeting if requested. Payment to Contractor typically takes 30 days from submittal of approved invoice.

7-8.4 Progress Payments for Delivered Materials.

The City will not honor or make any progress payments for material ordered and delivered to the job site by the Contractor unless prior approval is obtained from the Engineer.

7-8.5 Progress Payments Withheld.

A. The Engineer may withhold all or part of any given progress payment to such extent as may be necessary to protect the City from losses on account of:

- 1) Defective work not remedied;
- 2) Claims filed or reasonable evidence indicating probable filing of claims;
- 3) Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- 4) A reasonable doubt that the contract can be completed for the balance then paid;
- 5) Damage to another contractor;
- 6) Default of the Contractor in the performance of the terms or conditions of the Contract.

B. Any subcontractor, material supplier, workman, or anyone else having any claim against the Contractor for or on account of work done or material furnished for the performance of the work provided for hereunder, may give notice of said claim and of the amount thereof to the City, which may, but shall not be obliged to, thereupon withhold any and all payments due or to become due thereafter to the Contractor until said claims are adjusted and paid. The provisions of this article shall not lessen or diminish, but shall be in addition to the

right or duty of the City to withhold any payments under the provisions of the laws of the State of California requiring the withholding of sums due to the Contractor.

7-8.6 Final Quantities and Payments. Final quantities will be measured by the inspector and the Contractor within ten (10) days after the Engineer agrees the work is ready for final inspection. Final quantities shall be based on the work completed prior to rectifying any required punch list items. The City will give the Contractor written notification of these quantities within five (5) days of measurement. If the Contractor does not agree with these quantities, the Contractor has five (5) working days to request a review of the measured quantities. If the final quantities and final payment is not agreed upon, the contractor shall have thirty (30) days to file a claim.

7-8.7 Final Quantities and Payments.

Thirty-five days after the Notice of Completion has been recorded, the Contractor shall be entitled to the final retention amount of the contract price provided for herein based upon the Contractor's affidavit that all labor and material bills have been paid, and providing no stop notices or claims are filed against the said Contractor or the City because of work done pursuant to this contract.

The City will file the project Notice of Completion only after all punch list items have been accepted by the City.

Thirty-five days after the Notice of Completion has been recorded, the Contractor shall be entitled to the final retention amount of the contract price provided for herein based upon the Contractor's affidavit that all labor and material bills have been paid, and providing no stop notices or claims are filed against the said Contractor or the City because of the work done pursuant to this contract.

If the Notice of Completion is not recorded within 10 days after the acceptance of the work, the Contractor shall be entitled to the final retention amount upon the lapse of 45 days after the final acceptance by the City, providing submittal of the Contractor's affidavit that all labor and material bills have been paid, and providing no stop notices or claims are filed against the said Contractor or the City because of work done pursuant to this contract.

4.8. SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

Section 8-1 "GENERAL" of the Standard Specifications is amended to include the following paragraph:

Maintenance of chemical toilets as per local ordinances, which are professionally cleaned at least TWICE a week, shall be provided.

5. PART 2 - CONSTRUCTION MATERIALS

See Special Provisions section for revisions and amendments, as applicable.

6. PART 3- CONSTRUCTION METHODS

See Special Provisions section for revisions and amendments, as applicable.

7. PART 4 - EXISTING IMPROVEMENTS

See Special Provisions section for revisions and amendments, as applicable.

8. SECTION 400 – PROTECTION AND RESTORATION

Section 400-1 "GENERAL" of the Standard Specifications is amended to include the following:

400-1.1 Protection of Catch Basin Inlet Screens. The contractor will be required to protect in place any catch basin inlet screens that are installed within and adjacent to the project area that is under the contractor's control. Area under contractor's control may include, but are not limited to project site limits, traffic control area, temporary storage areas, or other areas as determined by the City Inspector. Catch basin inlet screens may include, but are not limited to automatic retractable screens, catch basin screen inserts, connector pipe screens, inlet basket screens, modular wetlands, and/or catch basin bio filters. Any existing damaged or existing nonfunctioning catch basin inlet screens must be documented by the contractor with photographs and must be reported to the site inspector before commencement of construction. Failure to document existing catch basin inlet screen conditions will subject the contractor to repair and/or replacement of the catch basin inlet screens to manufacturer specified operating condition. Contractor will be responsible for any damage and/or destruction of the catch basin inlet screens due to construction activities and/or activities that occur within the contractor's area of control on the project site. Any repairs and/or replacement must be done according to manufacturer's specifications. The coordination, installation, and cost for repair and/or replacement will be the contractor's responsibility. Final payment may be withheld if repair and/or replacement of catch basin inlet screen is not accepted by the Engineer and is not done to manufacturer's specifications and best practices.

Payment: All costs associated with protecting, removing, replacing, restoring and installing catch basin inlet screens shall be included in the various contract bid prices and no additional compensation shall be allowed.

9. PART 5 – PIPELINE SYSTEM REHABILITATION

See Special Provisions section for revisions and amendments, as applicable.

10. PART 6 – TEMPORARY TRAFFIC CONTROL

See Special Provisions section for revisions and amendments, as applicable.

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

11.1. Section 601-1 "GENERAL"

Section 601-1 "GENERAL" of the Standard Specifications is amended to include the following:

601-1.1 Traffic Control. See Special Provisions for additional requirements.

As required, a Traffic Control Plan shall be prepared by a licensed Traffic Engineer and submitted to the City for approval. The Contractor shall submit traffic control plans, including temporary striping, for all phases of construction. The plans shall be prepared on 24" by 36" paper. Contractor must have an approved Traffic Control plan within 21 days after award of project. All changes to traffic control and detour plans shall be submitted to the City Traffic Engineer for approval a minimum of 5 working days prior to commencing work.

As applicable, the Contractor shall submit a detour signing plan and advisory signing plan for approval prior to beginning construction.

All necessary traffic control devices shall be in place prior to the start of work on a project section or phase.

Traffic control on arterial streets shall be from 8:30 a.m. to 3:30 p.m. unless modified elsewhere in these Specifications or prior approval is provided by the City. Traffic control on residential/local streets shall be from 7:00 a.m. to 4:00 p.m. unless modified elsewhere in these Specifications or prior approval is provided by the City.

Public convenience and traffic control shall conform to the latest editions of the Work Area Traffic Control Handbook (WATCH) Manual and the California Manual of Uniform Traffic Control Devices (CA MUTCD), except as modified by these general provisions or special provisions.

The order of work, except where otherwise specifically required by the plans and specifications, such as the phasing requirements, shall be determined by the Contractor who shall be solely responsible for coordinating all subcontract and prime contract work to minimize delays during construction.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded shall in all cases yield to public traffic. No excavation within the traveled way shall remain open longer than is necessary to perform the work, and in no case shall remain unplated overnight or on weekends.

The Contractor shall install skid resistant steel plates over any open trenches which are not back-filled by the end of each day. Steel plates shall also be utilized as necessary when driveways or curb and gutter are being replaced to allow through traffic while concrete cures.

Flasher equipped barricades and other barriers shall be placed at the ends and along the sides of all excavations from sunset each day to sunrise of the next day to warn all pedestrians and vehicular traffic of such excavations.

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

Any necessary changes in traffic signal timing or phasing shall be accomplished by the City. The Contractor shall give the City two (2) working days' notice to allow for signal timing and phase changes prior to the start of each phase of construction. Re-striping for traffic detouring shall not be performed earlier than one day prior to commencement of work for the various phases of work.

During the construction, the Contractor shall comply with all OSHA and traffic regulations. The Contractor is also required to construct asphalt ramps to alleviate the effect of the elevation differences between pavement

sections and restore the traffic striping that was obliterated by the construction. The Contractor shall provide temporary striping as required.

The City will enforce the work hours and lane closure requirements as specified in these Special Provisions. The Contractor shall open all travel lanes, driveways and cross streets after the allowed duration of closure. In order to ensure compliance, an assessment of **\$250 for every 15 minutes or portion thereof** will be deducted from the Contractor's payment for non-compliance. No assessment will be made for emergency work, i.e. broken waterline repair, gas leak repair or similar emergency work so ordered by the Engineer. This assessment shall be deducted from the amount due to the Contractor on his project.

Should the Contractor fail to comply with the work hour and lane closure requirements on a repeated basis, as determined solely by the City, the assessment for non-compliance will increase to **\$1,000 for every 15 minutes or portion thereof. The City also has the option to require the Contractor to remove and replace the project foreman/superintendent from the project.**

Failure or refusal by the Contractor to comply with the requirements shall be sufficient cause for the City Engineer to order the work done by City forces and all costs thereof to be borne by the Contractor.

11.2. 601-1.2 Notification and Coordination

The Contractor shall notify the following agencies at least seventy-two (72) hours in advance of completely or partially closing any street, alley or other through fare with the City.

- Republic Services(714) 238-3300 or (800) 700-8610
- Fullerton Police Department..... (714) 738-5313
- Fullerton Fire Department..... (714) 738-6514
- Fullerton Traffic Engineering..... (714) 738-6858
- OCTA Bus Dispatch (for projects on bus routes) (800) 560-7433*

*OCTA bus dispatch requires one week advance notice of closing any lane on a bus route.

The Contractor shall be required to coordinate operations with trash pick-up schedules in the project area, and the Contractor shall make provisions for passage of trash collection trucks to streets and alleys and to trash receptacles in streets where work is being performed.

The Contractor shall so conduct operations as to offer the least possible obstruction and inconvenience to public traffic. Every effort shall be made to provide a clear and unobstructed view of all traffic control signs, signals, or markers.

The Contractor shall provide written notification to all residents and businesses near the construction one week prior to the work start date. The contractor shall provide additional notices when a lapse time occurs during each phase/segment of work. The notice shall be approved by the City, distributed by the Contractor, and will include a preliminary schedule, name of the job superintendent/foreman/safety officer, and a telephone number where he/she can be reached 24 hours a day in case of emergency.

The Contractor shall maintain access to driveways for ingress and egress open at all times.

The Contractor shall maintain access for emergency vehicles at all times on all streets and alleys.

Businesses and residents adjacent to the construction shall be allowed access to their property at all times except for the short duration of work immediately adjacent to the property. The Contractor shall notify the affected party three (3) working days in advance if temporary loss of access is required. The Contractor shall provide necessary temporary trench crossing devices for traffic and pedestrians.

The Contractor is required to construct aggregate base ramps at all side streets and driveways to alleviate the effect of elevation difference between pavement sections during excavation. Temporary AC ramps shall be used in lieu of aggregate base at all locations where AC base course paving has already been placed but has been left low in front of a side street, driveway or pedestrian access ramp. Manholes and vaults shall be ramped with temporary AC as necessary for safe vehicular travel. Maximum slope of temporary ramps around manholes and vaults shall not exceed 3%.

11.3. 601-1.3 Traffic Control Signs

On all designated or striped Bicycle Routes, the Contractor shall install standard warning signs C20 (bike), W11-1 and W11-16, and SC11 (bike), in that order, per the WATCH Manual at locations approved by the Engineer.

The Contractor shall provide and install 48" x 48" advisory signs, a minimum of one week prior to the start of construction. The signs shall include the project name and start date. Approval of the signs by the Engineer is required prior to the installation. The number and location of the advisory signs will be approved by the City.

In addition to the alternate route signing, the Contractor shall provide and install 48" x 48" plywood backed advisory signs as needed indicating where additional entrances are located for offices and businesses affected by the construction. The signs shall be placed at the various driveways and cross streets, and as directed by the Engineer. Advisory signs shall be installed and/or relocated at the completion of each phase of construction. Sign content, lettering and finish shall be approved by the Engineer prior to installation. The signs shall be placed on barricades. The Contractor shall install "Open for Business" signs as necessary for the various businesses affected by the construction.

The Contractor may post "Temporary No Parking" signs only after notifying and receiving approval from the Engineer. Type of sign, method, and location of such posting shall conform to the State of California uniform sign chart and shall be pre-approved by the Fullerton Police Department prior to posting.

The Contractor shall be required to provide and maintain all necessary flagpersons, barricades, delineators, signs, flashers, and any other safety equipment as set forth in the latest publication of the State of California, Manual of Traffic Control, or as required by the Engineer to insure safe passage of traffic.

The Contractor is responsible to field check daily all temporary traffic control signs, barricades and other devices including Saturdays, Sundays, and holidays to ensure their proper maintenance and conformance to Plans & Specifications.

Lane closure for all arterial streets shall require the use of lighted arrow boards. Arrow boards required overnight shall be solar/battery-powered.

On arterial streets, the Contractor shall provide Traffic Advisor Portable Changeable Message Signs (CMS), one week prior to the start of construction. The message text will be approved by the City and the start date. The Contractor shall be responsible for providing, moving and programming the message signs. The number and location of the CMS will be approved by the City.

Pedestrian traffic shall be detoured to the opposite side of the street, away from the construction area, whenever possible.

PCC curing related closures shall be fully delineated and detour signed so as to direct vehicular and pedestrian traffic to an alternative driveway or sidewalk.

When construction signs are not in effect, they shall be removed, covered or relocated out of the drivers' view. Construction signing shall be in place prior to the beginning of each workday or maintained continuously when overnight conditions are allowed.

Additional custom and standard detour signage may also be required in conformance with the WATCH Handbook and as required per these Special Provisions.

12. PART 7 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

See Special Provisions section for revisions and amendments, as applicable.

13. PART 8 – LANDSCAPING AND IRRIGATION

See Special Provisions section for revisions and amendments, as applicable.

14. PART 10 – ASPHALT CONCRETE RECYCLING

See Special Provisions section for revisions and amendments, as applicable.

15. SPECIAL PROVISIONS

Please see Attachments.

16. BID SCHEDULE

Unit prices are required for all bid items.

The Bidder shall total his/her bid. Unit prices shall prevail in case amount disagrees with extension.

Project shall be awarded on the Base Bid. If applicable, the City may elect to use Bid Alternates after award.

Changes to either Unit Price or Amount shall be striked-out and initialed.

Items of work not specifically listed shall be included in the bid prices for related work. For all work required and shown on the construction plans and specifications for which no specific bid item or price is listed in the bid schedule, it shall be understood that such work, equipment, labor, tools, and materials shall be provided as part of the listed bid items and no additional compensation will be paid therefore.

If the City determines that any of the unit bid prices are significantly unbalanced to the potential detriment of the City, the bid may be considered non-responsive.

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Moblization	1	LS		
2	Demolition and Removals	1	LS		
3	Plumbing	1	LS		
4	Mechanical	1	LS		
5	Electrical	1	LS		
6	Sport Court Flooring	1	LS		
7	Building Flooring	1	LS		
8	Interior Painting	1	LS		
9	Exterior Repairs & Improvements	1	LS		
10	Interior Improvements	1	LS		
TOTAL					

BID ALTERNATES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
A	Restroom Renovation	1	LS		
B	Exterior Painting	1	LS		

17. BID DOCUMENT SUBMITTAL

1. Bid, Identification, and Labor Code Certification*

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled:

Independence Park Gym Renovation

Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Invitation to Bid, dealing with the disposition of the Bid Security.

This Bid will remain open for the period stated in the Invitation to Bid unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Invitation to Bid, and will furnish the insurance certificates, Payment Bond, Performance Bond, and Permits required by the Contract Documents.

Bidder has examined copies of all the Contract Documents including ALL Addenda (receipt of which is hereby acknowledged).

To all the foregoing, and including all Bid Schedules, List of Subcontractors, Non-collusion Affidavit, Bidder Information, and Bid Bond contained in these Bid Forms, said Bidder further agrees to provide the required bonds and insurance certificates as a condition of entering into agreement with the Owner, and to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefor the Contract Price based on the Lump Sum or Unit Bid Price(s) named in the fore-mentioned Bidding Schedules.

In submitting this proposal the bidder certifies being properly licensed and registered to do the work in accordance with Labor Code 1725.5 and Senate Bill 854.

Please confirm

*Response required

2. Bidder's General Information*

Please download the below documents, complete, and upload.

- [Bidder's General Informatio...](#)

*Response required

3. Subcontractor's List*

Please download the below documents, complete, and upload.

- [List of Subcontractors.pdf](#)

*Response required

4. Bid Acknowledgements*

1. The undersigned will execute the Agreement and furnish the required statutory bonds and certificates of insurance within **21 calendar days** after notice to him of acceptance of his Bid by the City and shall complete said work within **seventy (70)*** from the date specified in a written notice to proceed.
2. The undersigned agrees that the quantities given in the unit price of Bid Schedule and in other Contract Documents are approximate, being given only as a basis for the comparison of bids, and the City of Fullerton does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work, as may be deemed necessary or expedient by the City of Fullerton.
3. The undersigned agrees that the price for each item of work includes all applicable taxes.
4. The bidder agrees that the liquidated damages shall be **\$750**.

* *Working days exclude Saturdays, Sundays, and Legal Holidays*

Please confirm

*Response required

5. What Form of Bid Security will be Submitted with this Response?*

- Bid Bond
- Cashier's Check
- Certified Check

*Response required

6. Security Documents*

A digital copy of the security shall be uploaded as part of the bid submittal with the three apparent lowest bidders required to submit original documents to the City within three (3) working days of bidding opening.

Original documents shall be delivered to:

City of Fullerton – Engineering Department

Attn: *(insert project name)*

303 W. Commonwealth Avenue, Fullerton, CA 92832

Note – City is closed on alternate Fridays and holidays. Refer to City website for closure dates.

Bid Bond:

- A sample bid bond is available for download.
- The standard printed bid bond form of any bonding company acceptable to the city may be used in lieu of the foregoing approved sample bond form, provided the security stipulations protecting the City of Fullerton are not in any way reduced by use of the surety company's standard printed form.
- The bond shall be duly executed by a responsible corporate surety authorized to issue such bonds in the State of California.

Certified or Cashier's Check:

- Download, complete and upload the "Certified or Cashier's Check Acknowledgement Form"
- Upload copy of front and back as applicable
- [Sample Bid Bond Form.pdf](#)
- [Certified or Cashier's Chec...](#)

*Response required

7. **Non-Collusion Declaration***

Please download the below documents, complete, and upload.

- [Non Collusion Declaration.pdf](#)

*Response required

8. **Utility Agreement***

The undersigned hereby promises and agrees that in the performance of the work specified in this contract, known as **Independence Park Gym Renovation**, (I) (we) (it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary, primary or transmission facilities. The term "qualified person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

Independence Park Gym Renovation

"Qualified Person: *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved.*"

The undersigned also promises and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California (CAL-OSHA) requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the

undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

Please confirm

*Response required

9. Equal Employment Opportunity Certification*

The Bidder certifies that it does not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. As applicable, the Bidder and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Bidder certifies that during the performance of this project, the Bidder will be in compliance with 41 CFR 60-1.4.

The Bidder certifies that the Bidder and all proposed subcontractors are in compliance with 41 CFR 60-1.7.

The Bidder certifies that they do not maintain or provide for employees any segregated facilities at any of the establishments and that they do not permit employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where they have obtained identical certification from proposed subcontractors for specified time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts and that they will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Please confirm

*Response required

10. Disqualification Questionnaire*

In accordance with Public Contract Code 10162 and Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

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

Yes

No

*Response required

When equals "Yes"

10.1. *Explain the circumstances in the space provided.**

*Response required

11. Certification regarding debarment, suspension, ineligibility and voluntary exclusion - primary covered transactions*

- A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 4. Have not within a 5-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective primary participant is **unable to certify** to any of the statements in this certification, please provide response or justification to the next question. If prospective primary participant is **confirming**, please enter "N/A" in response to the next question.

Please confirm

*Response required

12. If prospective primary participant is unable to certify the previous question, please provide an explanation below. (if certified above, please respond with N/A)*

*Response required

13. Workers' Compensation Certification*

The Bidder certifies that they, and any subcontractor, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the contract.

The Bidder certifies that they, and any subcontractor, will comply with the Copeland "Anti-Kickback" Act (18 USC 74) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This act provides the each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled.

The Bidder certifies that they, and any subcontractor, will comply with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704), as supplemented by Department of Labor regulations (29 CFR Part 5).

Pursuant to Sections 1860 and 1861 of the Labor Code, the Bidder shall submit 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."

Please confirm

*Response required

14. Clean Air And Water Pollution Control Certification*

The Bidder certifies that they, and any subcontractor, shall comply with all applicable federal, state, county and local directives, executive orders, regulations, standards and requirements regarding clean air and water pollution.

This includes, but is not limited to, the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.

Please confirm

*Response required