

CITY OF CARSON

LOS ANGELES COUNTY, CALIFORNIA

BID DOCUMENTS
CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS

FOR

PROJECT NO. 1718:
JAMES ANDERSON PARK
Accessibility Upgrades

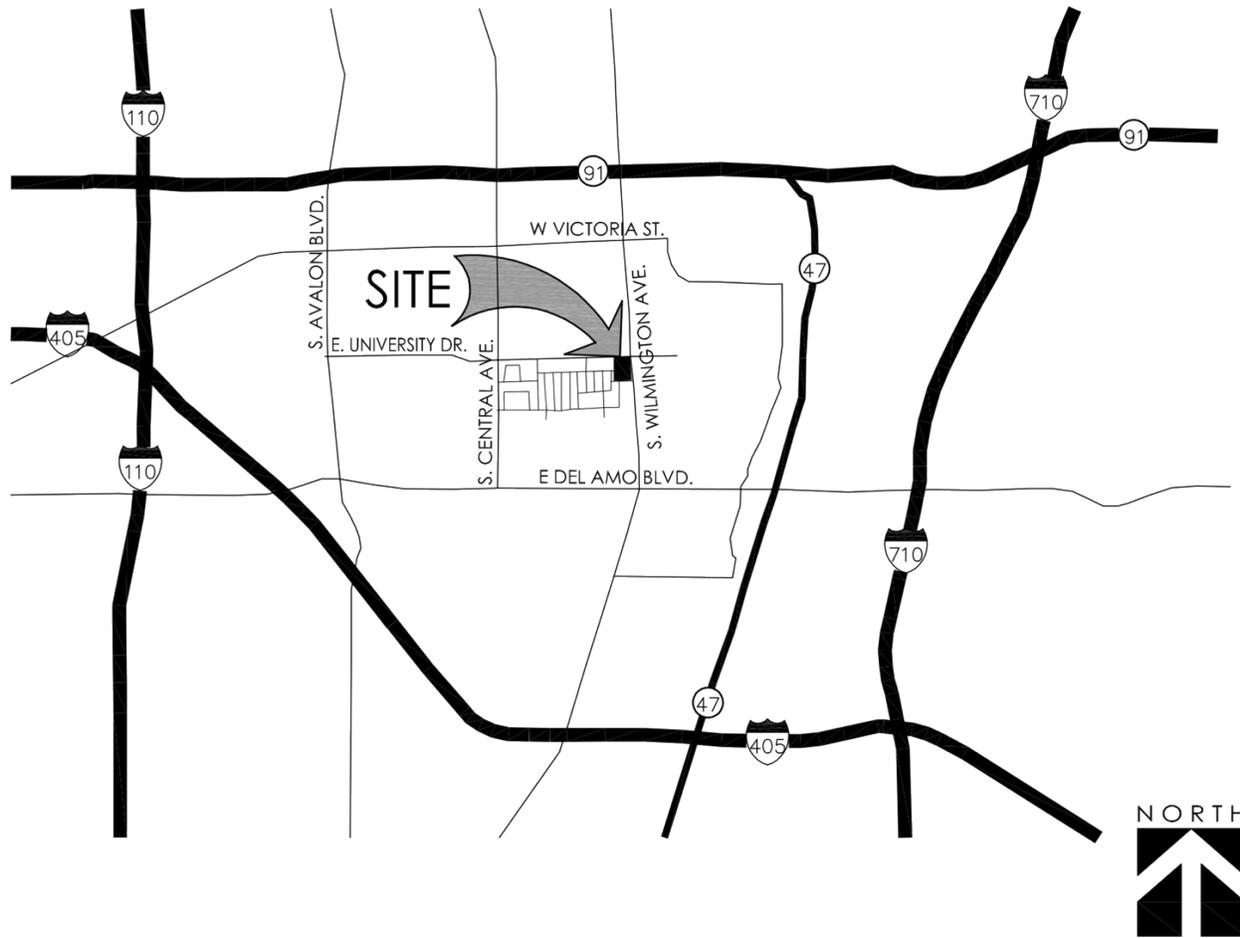
IFB-23-07

Prepared by
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Public Works

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Principal Civil Engineer/
City Engineer

C -58567

DATE 4.20.2023



LOCATION MAP

**Project No. 1718
JAMES ANDERSON PARK
Accessibility Upgrades**

Project Name/No.: _____
Project Manager: _____

Contract No.: _____
Approved: _____

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SPECIAL PROVISIONS SP-i – SP 26

CDBG FUNDED PROGRAM FOR ANDERSON PARK IMPROVEMENT
PROGRAM not numbered

TECHNICAL SPECIFICATIONSnot numbered

APPENDICES

**CITY OF CARSON
701 EAST CARSON STREET
CARSON, CALIFORNIA 90745**

INVITATION FOR BIDS

FOR PROJECT NO. 1718 IFB-23-07

NOTICE IS HEREBY GIVEN THAT THE Purchasing Manager of the City of Carson will receive sealed bids for:

PROJECT NO.: 1718

TITLE: JAMES ANDERSON PARK Accessibility Upgrades

BIDS MUST BE SUBMITTED ELECTRONICALLY USING PLANETBIDS. TO ACCESS AND REGISTER FOR THIS BID, PLEASE VISIT

<https://www.planetbids.com/portal/portal.cfm?CompanyID=32461>

Optional Pre-Bid Conference/Job Walk:	04/27/23 10:00 AM
Prospective Contractor Questions Due:	05/04/23 02:00 PM
Bids Due:	05/18/23 05:00 PM

BID RESULTS: At the time designated for receiving sealed bids on said project, the bids will be publicly opened and read aloud at the Office of the City Clerk, City Hall, 701 East Carson Street, Carson, California 90745.

OBTAINING BID AND CONTRACT DOCUMENTS: Plans and Specifications are available on PlanetBids at <https://pbsystem.planetbids.com/portal/32461/portal-home>.

BID GUARANTY: Bids must be accompanied by cash, or by cashier's or certified check made payable to the City of Carson, or by a **bid bond** executed by an admitted surety insurer on the bond form provided herein, in the amount not less than **ten percent (10%)** of the total bid submitted, made payable to the City of Carson as a guarantee that the bidder, whose bid is accepted, will promptly execute the contract, secure payment of workers' compensation insurance, and furnish a satisfactory faithful performance bond in the amount of one hundred percent (100%) of the total bid price and a payment bond (labor and material bond) in the amount of one hundred percent (100%) of the total bid price which complies with all of the requirements of Civil Code Section 9554.

LIQUIDATED DAMAGES: Liquidated damages of \$1,000/day will apply to this project. See Special Provisions for detailed information on liquidated damages.

RETENTION: The City will deduct a five percent (5%) retention from all progress payments as specified in Section 7-3 of the Standard Specifications for Public Works Construction. The City in accordance with Public Contract Code Section 22300 shall permit the substitution of securities for

any moneys withheld by a public agency to ensure performance under a contract. The City hereby incorporates herein all of the provisions set forth in Public Contract Code Sect. 22300.

The Contractor may, at Contractor's sole cost and expense, substitute securities equivalent to any monies withheld by the Owner to insure performance under the contract. Such security shall be deposited with the Owner or a state or federally chartered bank as escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the Contract. The Contractor shall be the beneficial owner of any security substituted for monies withheld and shall receive any accrued interest thereon. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. No such substitution shall be accepted until the escrow agreement, letter of credit, form of security and any other document related to said substitution is reviewed and found acceptable by the Owner's Attorney.

SECTION 3 STATEMENT: This is a HUD Section 3 construction contract. Contractors and subcontractors must address the Section 3 employment work hours benchmarks for Section 3 Workers and Targeted Section 3 Workers as established by the U.S. Department of Housing and Urban Development at 24 CFR Part 75.

STATE LABOR STANDARDS, WAGE, AND CONTRACTOR REGISTRATION

REQUIREMENTS; FEDERAL PREVAILING WAGE: Contractor shall comply with the requirements of SB 854. SB 854 requires all contractors bidding on public works projects to register with the DIR and to pay an annual fee. SB 854 requires that contractors and subcontractors must register in order to submit a bid and be awarded a contract. Bidders are advised that this Contract is a public work for purpose of the California Labor Code, which requires payment of prevailing wages. In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor and all subcontractors agree to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The prevailing rate of per diem wages are on file at the City of Carson, Department of Public Works – Engineering, 701 E. Carson Street, Carson, California 90745, and are available to any interested party on request. The project is subject to compliance monitoring by the Department of Industrial Relations.

Contractor shall also cause a copy of the determination of the DIR Director of the prevailing rate of per diem wages to be posted at each job site.

This contract will be funded in whole or in part with federal housing and community development funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis- Bacon and Related Acts will be enforced. A copy of the Federal Wage Decision application to this project is included in the Bid Document.

This project is partially funded with federal funds. As such, all contracts including those with subcontractors, entered into pursuant to this notice shall comply with the Davis-Bacon Fair Labor Standards Act (40 U.S.C. Section 3141 *et seq*), and the implementation regulations issued pursuant thereto (29 C.F.R. Section 1, 3, and 5) and any amendments thereof. In the event there is a conflict between the amount of prevailing wages to be paid between state and federal laws, the contractor and all subcontractors shall pay not less than the higher wage rate.

EMPLOYMENT OF APPRENTICES: Attention is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative code, Section 200 *et seq.* to ensure compliance and complete understanding of the law regarding apprentice employment by the Contractor, or any Subcontractor under the Contractor. The Contractor, and any Subcontractor under the Contractor, shall comply with the requirements of said sections in the employment of apprentices; ;however, the Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

AWARD OF CONTRACT: Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded).

SUBCONTRACTOR'S LIST: Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4113 of the Public Contract Code of the State of the California and any amendments thereto, and Title 49, Section 26.11 of the Code of Federal Regulations, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation, and the portion of the work which will be done by each subcontractor for each subcontract in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid or \$10,000, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the City consents to the substitution, or as otherwise allowed under law.

CONTRACTOR'S LICENSE: At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of "A" in accordance with provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California and the Prime Contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a City business license.

MINORITY AND WOMEN OWNED BUSINESS: Bidders will be required to document their Status as a Minority Business Enterprise (MBE), a Woman-owned Business Enterprise (MBE) or a non-MBE/WBE firm. Bidders that are not MBE/WBE firms will be required to make a good faith effort, and to document their efforts to include firms as part of the contract bid.

CONFLICT OF INTEREST: In the procurement of supplies, equipment, construction, and services, The conflict of interest provisions in 2 CFR 200.318 shall apply. No employee, officer, or agent may Participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept Gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

CITY'S RIGHTS RESERVED: The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received. The award, if made, will be made to the lowest responsible bidder.

ENHANCED ELECTRICAL SAFETY POLICY: Bidders are advised that all work on this project shall be conducted in compliance with the requirements in the Enhanced Electrical Safety Policy adopted by the City on February 1, 2011, which are included in the Special Provisions, and made part of, the Contract Documents for this project.

CARSON ONE-STOP CAREER CENTER: To the greatest extent feasible, the successor contracting party shall endeavor to employ residents of the City of Carson in the construction of the improvements required by the contract. All solicitations for employment arising in whole or in part out of performance of the contract, whether full- or part-time, new or replacement hires, shall be listed with the Carson One Stop Career Center. To list employment opportunities contact the [Carson One-Stop Career Center at \(310\) 680 -3870 or in person \(by appointment only\) at 801 E. Carson Street, Suite 117, Carson, CA 90745.](#)

DIVERSION OF RECYCLABLE WASTE MATERIALS: In support of the City's waste reduction and recycling efforts, the selected contractor will be required to divert all Recyclable Waste Materials to appropriate recycling centers rather than area landfills. For purposes of this requirement, Recyclable Waste Materials shall include asphalt, concrete, brick, concrete block and rock. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. All costs incurred for these waste diversion efforts shall be included as part of each Bidder's Total Bid Price.

CAL/OSHA: All bidders shall submit certifications that they have provided all required and necessary safety training to their employees related to the equipment to be utilized and work contemplated as described in this Invitation for Bids, and that all employees are familiar with the safety regulations pertaining to the work, in compliance with any and all Cal/OSHA regulations and mandates. Bids omitting such certification shall be deemed non-responsive.

BID QUESTIONS: All bid questions shall be submitted online through PlanetBids by the due date and time listed on the Invitation for Bids. The City will coordinate responses and post them to PlanetBids by five (5) calendar days prior to the bid deadline for all interested proposers to

review. Proposers are not to contact City personnel or Elected Officials with any questions or clarifications concerning this Invitation for Bids other than through PlanetBids. Any City response for this IFB that is not posted through PlanetBids is unauthorized and will be considered invalid.

DATED THIS 20th DAY OF APRIL 2023.

JOSILLA TOGIOLA
PURCHASING MANAGER

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INSTRUCTIONS TO BIDDERS

All Bids must be made in accordance with these Instructions to Bidders.

1. AVAILABILITY OF BID DOCUMENTS

Bids must be submitted to the City on the Contract Bid Forms, which are a part of the Bid Package for the Project. Bid Documents may be obtained from the City at the location(s) and at the time(s) indicated in the Invitation for Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Bid Documents. Any applicable charges for the Bid Documents are outlined in the Invitation for Bids.

The City may also make the Bid Documents available for review in one or more plan rooms. Please Note: Prospective bidders who choose to review the Bid Documents in a plan room must contact the City to purchase the required Bid Documents if they decide to submit a bid for the Project.

2. EXAMINATION OF BID DOCUMENTS

The City has made copies of the Bid Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Bid Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF BID DOCUMENTS

Any request for an interpretation or clarification of the Bid Documents must be submitted online through PlanetBids within the date and time specified. Proposers are not to contact City personnel or Elected Officials with any questions or clarifications concerning this IFB other than through PlanetBids. Any City response for this IFB that is not posted through PlanetBids is unauthorized and will be considered invalid. **Any response that the City may choose to make for purposes of interpretation or clarification will be made available online via PlanetBids.** Bidders' inquiries must be received by **Thursday, May 04, 2023 at 2:00 PM**. Where such interpretation or clarification requires a change in the Bid Documents, the City will prepare and issue an Addendum to the Bid Documents. The City shall not be bound by, and Bidder shall not rely upon, any oral interpretation or clarification of the Bid Documents. The bid process and terms and conditions will be in accordance with the Bid Documents herein stated above and the following:

- a. Bid Letter & Bidding Schedule(s)
- b. Schedule of Bid Items
- c. Bidder's Declaration

- d. Non-Collusion Affidavit
- e. Equal Employment Opportunity Certification
- f. Public Contract Code Section 10162 Questionnaire and Sections 10232 and 10285.1 Statements
- g. Bid Bond
- h. Designation of Subcontractors
- i. Construction Project Reference
- j. Bidder's Assurance
- k. Certificate of Non-Discrimination by Contractors
- l. Cal/OSHA Certification
- m. Addenda(s) (if any issued by the City)

4. INSPECTION OF SITE; PRE-BID CONFERENCE AND JOB WALK

OPTIONAL: JOB WALK APRIL 27, 2023 at 10:00AM located at 19101 S. WILMINGTON AVE.

Each prospective bidder is responsible for fully acquainting themselves with the conditions of the Project Site, as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions, which may impact the total and adequate completion of the Project. Each prospective bidder is also responsible for conducting a walkthrough and for removal of any hazards that the City and bidders noticed or observed on the worksite.

Contractor shall monitor weather forecasts for adverse weather conditions that may impact the project and provide site and facilities protection due to unforeseen weather conditions during the course of the contract. Cost of this protection is included in the bid items.

Upon receiving the Notice to Proceed, the Contractor is required to provide proof of order that any long lead items have been ordered. Items that require long lead time shall be those that require 75 days or more to obtain, and determination of which items require long lead times shall be made solely by City. Proof of purchase must include confirmation and expected delivery date.

Electrical Equipment, Mechanical Equipment and other long lead time items, if any, are required to be stored and protected at a location agreed to by the City and the Contractor, to allow delivery confirmation inspection by the City and Project Manager.

5. ADDENDA

The City reserves the right to revise the Bid Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum later than 72 hours prior to the deadline for submission of bids, and the Addendum requires material changes, additions or deletions to the description of the work to be performed or the content, form or manner of submission

of bids, the City will extend the deadline for submission of bids by at least 72 hours. Otherwise, the City may determine, in its sole discretion, whether an Addendum requires that the date set for opening bids be postponed.

The announcement of the new date, if any, shall be made by Addenda. Each prospective bidder shall provide the City a name, address and facsimile number to which Bid Document Addenda may be sent, as well as a telephone number by which the City can contact the Bidder. Copies of Addenda will be submitted electronically through PlanetBids without charge to any parties who have obtained a copy of the Bid Documents and provided such current information. **Please Note: Bidders are primarily and ultimately responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact the Engineering Services Division to verify that he has received all Addenda issued, if any.**

Bidders must acknowledge receipt of all Addenda, if any, in its Bid Letter. Failure to acknowledge receipt of all Addenda may cause its Bid to be deemed incomplete and non-responsive.

6. PREPARATION OF BIDS

Bids shall be prepared only using copies of the Contract Bid Forms provided with the Bid Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the City will not be permitted and may result in the Bid being declared non-responsive. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Contract Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Contract Bid Forms nor make substitutions thereon. USE OF INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED.

7. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Bid Documents. Each Bid prepared by Bidder shall be complete in itself and shall be submitted electronically through PlanetBids.

Unauthorized conditions, limitations, exclusions or provisions attached to a Bid will render it nonresponsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Contract Bid Forms, nor make substitutions thereon. ORAL, TELEPHONIC AND FACSIMILE BIDS OR MODIFICATIONS WILL NOT BE CONSIDERED.

8. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders will be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it will be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designation joint venturer or partner on behalf of the joint venture or partnership in its legal name. All signatures on Powers of Attorney must be witnessed by a notary.

9. BID GUARANTEE (BOND)

Each bid shall be accompanied by cash, a certified or cashier's check, bid bond (the bid bond must be submitted on the form included in these Bid Documents) or equivalent substitution in lieu of a bond, as authorized by Code of Civil Procedure Section 995.710, in an amount not less than 10% of the Total Bid Price. Any check, bond, or other substitute must be made payable to the City of Carson, and shall be given as a guarantee that the Bidder will enter into the Contract described in the Bid Documents if awarded the work and will provide a satisfactory Performance Bond, Payment Bond, the required insurance certificates and endorsements, and any other certifications as may be required by the Contract. By submitting a bid, each bidder agrees that its failure to enter the Contract if awarded the work or to provide the Bonds and other information or documentation described above would result in damage to the City, and that it would be impracticable or extremely difficult to ascertain the actual amount of that damage. For this reason, each bidder agrees that the City may retain the bid guarantee as liquidated damages if the bidder is awarded the work but fails or refuses to timely enter into the Contract or to provide the Bonds and other information or documentation described above, except as may otherwise be required by California law.

If electing to provide a Bid Bond, as set forth above, each Bidder must obtain such a bond from an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. In addition, the Bid Bond must be submitted on the form furnished by the City, or one substantially in conformance with the City's form if previously approved in writing by the City.

Certified or cashier's checks must be drawn on a solvent state bank or a California branch of a solvent national bank.

After the City has made an award to the successful Bidder, and the Bidder has signed a Contract, submitted the necessary bonds, original insurance certificates and endorsements, and any other certifications as may be required by the Contract, the remaining Bid guarantees shall be returned to each particular bidder if requested by that bidder. If the City rejects all Bids, it will promptly return to all Bidders their Bid guarantees.

10. SUBMISSIONS OF SEALED BIDS

Once the Bid and supporting documents herein have been completed and signed as set forth above, they shall be uploaded, along with the Bid Guarantee and any proposed sketches

and brochures or other materials required by these instructions, onto PlanetBids as indicated in the Invitation for bids. NO ORAL, TELEPHONIC OR FACSIMILE FORMS WILL BE CONSIDERED.

No consideration shall be given by the City to bids received after the date and time set for the opening of bids as provided in the Invitation for Bids except to the extent such date and time are extended via addenda.

11. DELIVERY, OPENING OF BIDS, DISCREPANCIES IN BIDS

Bids will be received by the City via PlanetBids shown in the Invitation for Bids up to the date and time shown therein. The City will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to Bidder (where hardcopies are submitted too). It is the Bidder's sole responsibility to ensure that its Bid is received as stipulated. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Invitation for Bids unless such date and time are extended via addenda, and then reviewed by City. The City reserves the right to reject any or all Bids, to waive any informality or irregularity in any Bid received where such waiver is in the best interests of the City, and to be the sole judge of the merits of the respective Bids received including for responsiveness and determination of Bidder's responsibility.

In the event there is more than one bid item in a Bidding Schedule, the bidder shall furnish a price for all bid items in the Schedule, and failure to do so will render the Bid non-responsive and may cause it to be rejected by the City. The bidder shall state alphanumerically the unit prices or the specific sums as the case may be, for which it proposes to supply the labor, materials, supplies, or machinery, and completely perform the Contract. The total amount of each item bid and the total amount of the bid shall be stated alphanumerically as well.

If the unit price and the total amount named by a bidder for any items are not in agreement, the unit price alone, will be considered as representing the bidder's intention and the total will be corrected to conform thereto.

12. BID DOCUMENTS

All Bids shall include the following executed documents to be submitted with each bid:

- Bid Letter & Bidding Schedule(s)
- Schedule of Bid Items
- Bidder's Declaration
- Non-Collusion Affidavit
- Equal Opportunity Certification
- Public Contract Code Section 10162 Questionnaire and Sections 10232 and 10285.1 Statements
- Bid Bond
- Designation of Subcontractors
- Construction Project Reference
- Bidder's Assurance

- Certificate of Non-Discrimination by Contractors
- Cal/OSHA Certification
- Any Addenda Issued by the City

13. WITHDRAWAL OF BID

Electronic Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going to the PlanetBids website and selecting “withdraw”. **No bid may be withdrawn after the time set for opening of bids.**

14. AWARD PROCESS / COMPETENCY OF BIDDERS

After the Bids have been opened, they will be checked for accuracy and compliance with all provisions as specified herein.

The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received including for responsiveness and determination of Bidder’s responsibility.

The award, if made, will be made within **ninety (90) days** after the opening of the bids, provided that the award may be made after said period if the successful bidder shall not have given the City written notice of the withdrawal of his or her bid.

Award will be made to the lowest responsive and responsible bidder.

In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the plans and specifications. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "**Construction Project Reference**" bound herein. A bidder may be required to present evidence that he has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the City that he or his associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion.

No bid will be awarded to a Contractor who, at the time of the bid opening and “Award of the Contract,” is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code or to a Contractor who has failed to demonstrate the attributes of trustworthiness, quality, fitness, capacity and experience to satisfactorily and fully perform under the public works contract. The Contractor shall include the Contractor's license number, license classification, and license expiration date on the form furnished herein entitled "Construction Project Reference." The licensing requirements for Contractors shall apply also to Subcontractors. In addition, any contractor or subcontractor who is ineligible under Lab C §§1777.1 and 1777.7 is prohibited from working on this Project.

Only manufacturers or contractors of established reputation or their duly authorized dealers or agents, having proper facilities for the manufacture of the materials or equipment and for

servicing same, or for proper execution of the work called for in the contract, will be considered in making the award.

15. DESIGNATION OF SUBCONTRACTORS

Pursuant to both state and federal law, the Bidders must designate the name, location of the place of business, the California contractor license number, and the public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code and Title 49, Section 26.11 of the Code of Federal Regulations, of each subcontractor who will perform work or render services for the prime Bidder in an amount that exceeds one-half of one percent (0.5%) of the Bidder's Total Bid Price, as well as the portion of work each such subcontractor will perform. Bidders must make these designations, as well as any others requested by the City, on the document titled "List of Proposed Subcontractors" which has been included with the Contract Bid Forms. Pursuant to Public Contract Code Section 4104, the City has determined that it will allow Bidders twenty-four (24) additional hours after the deadline for submission of bids to submit the information requested by the City about each subcontractor, other than the name, license number, DIR registration number, and location of each subcontractor.

16. LICENSE REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Bid Documents to be non-responsive, and the City shall reject the Bid. The City shall have the right to request, and the Bidders shall provide within five (5) Calendar Days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

17. DISQUALIFICATIONS OF BIDDERS: INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a sub bid to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub bid or quoting prices to other bidders submitting a bid to the City.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future bids. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Invitation for Bids, will disqualify a Bidder.

18. INSURANCE REQUIREMENTS

Within the time specified in these Instructions to Bidders above, Bidder shall provide the City with four identical counterparts of all required insurance certificates and endorsements as specified in the Bid Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. All insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VIII, licensed to do business in California, and satisfactory to the City.

19. REQUIRED BIDDER CERTIFICATIONS AND NOTARIZATIONS

Bidders must comply with the following:

A. BIDDER CERTIFICATIONS:

- a. Bid Documents
 - i. Bid forms
 - ii. Bidder's Declaration
 - iii. Equal Opportunity Certification
 - iv. Public Contract Code Section 10162 Questionnaire and Sections 10232 and 10285.1 Statements
 - v. Construction Project References
 - vi. Bidder's Assurance
 - vii. Certificate of Non-Discrimination by Contractors
 - viii. Cal/OSHA Certification
 - ix. Addenda (if any issued by the City)
- b. Contract Documents
 - i. None

B. BIDDER NOTARIZATIONS

- a. Bid Documents
 - i. Non-collusion affidavit (per Public Contract Code Section 7106)
 - ii. Bid bond
 - iii. Power of Attorney (if any)
- b. Contract Documents
 - i. Payment bond
 - ii. Performance bond

20. BASIS OF AWARD: BALANCED BIDS

The City reserves the right to reject any or all Bids. Without limiting the generality of the foregoing, the City may reject any Bid which, in its opinion when compared to other bids received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. Each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses, which will be incurred by the Bidder. The City may reject as non-responsive any bid, which unevenly weighs or allocates overhead and profit to one or more particular bid items.

21. FILING OF BID PROTESTS

Bidders may file a “protest” of a contract award in accordance with City of Carson Municipal Code Article II, Chapter 6, Section 2613.

22. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

Within the time specified in these Instructions to Bidders above, the Bidder to whom a Contract is awarded shall deliver to the City **three** identical counterparts of the Performance Bond and Payment Bond in the form supplied by the City and included in the Bid Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. The surety supplying the bonds must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City.

The Performance Bond shall be for one hundred percent (100%) of the Total Bid Price, and the Payment Bond shall also be for one hundred percent (100%) of the Total Bid Price.

23. BIDDER PRE-QUALIFICATION

N/A

24. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

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

Contractor and its subcontractors performing work under this Contract will be required to pay California sales and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Bid Documents.

25. EXECUTION OF CONTRACT

The bidder to whom award is made shall execute a written contract with the City on the form agreement provided, and shall secure all insurance and bonds as herein provided within **fifteen (15) working days** from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the bid guaranty.

26. CITY’S RIGHTS

The City may investigate the qualifications of any Bidder under consideration, require confirmation of information furnished by a Bidder, and require additional evidence of qualifications to perform the work described in these Bid Documents. The City reserves the right to:

- A. Reject any or all of the Bids if such action is in the best interest of the City.
- B. Issue subsequent Invitation for Bids.
- C. Cancel this entire Invitation for Bids.
- D. Appoint evaluation committees to review any or all Bids.

- E. Seek the assistance of outside technical experts to validate the Bid(s).
- F. Approve or disapprove the use of particular subcontractors.
- G. Waive informalities and irregularities in Bids.
- H. Evaluate the capability of bidder to successfully fulfill the contract schedule.

The Invitation for Bids does not commit the City to enter into a contract, nor does it obligate the City to pay any costs incurred in preparation and submission of Bids or in anticipation of a contract.

27. BIDDER'S RESPONSIVENESS

The City will evaluate Bids for responsiveness at the time of Bid opening and before award is made. Only Bids which conform in all material respects to the Bid Documents can be eligible for award. A Bid not meeting the requirements of the responsiveness checklist may be rejected immediately upon opening, and returned to the Bidder's representative.

28. BIDDER'S RESPONSIVENESS CHECKLIST

The City's initial responsiveness evaluation will consider the following:

- a. Completed and properly executed Bid Letter and Bidding Schedule (Including a completed Total Bid Price, completed Bid Bond amount, acknowledged addenda, completed state of incorporation or partner/joint venturer information (if applicable), completed license number, DIR registration number, and signature by authorized company officer;
- b. Completed Bid Data Forms (including Base Bid Price, Alternate Bid Price if any, valid and properly executed Bid Bond for 10% of the Total Bid Price and completed Lists of Proposed Subcontractors, including Exhibit 12-B, Bidder's List of Subcontractor (DBE and Non-DBE), of Caltrans' Local Assistance Procedures Manual for compliance with federal requirements); and
- c. Properly executed documents as follows:
 - i. Non-Collusion Affidavit
 - ii. Bidder's Declaration
 - iii. Equal Opportunity Certification
 - iv. Public Contract Code Section 10162 Questionnaire and Sections 10232 and 10285.1 Statements
 - v. Construction Project References
 - vi. Bidder's Assurance
 - vii. Certificate of Non-Discrimination by Contractors
 - viii. Cal/OSHA Certification
 - ix. Addenda(s) (if any issued by the City)

If the Bidder is a joint venture, each joint venturer shall prepare and submit a separate form. Extra forms, if needed, can be obtained from the City, or photocopied by the Bidder, if necessary.

29. CONTRACT BID FORMS; LISTS OF SUBCONTRACTORS

a. Contract Bid Forms.

The Bid Letter and Forms must be completed as set forth below.

- (1) The Contract Bid Forms and Letter must be prepared using ink, indelible pencil or a typewriter.
- (2) The Bid Letter must be signed by the Bidder or on its behalf by the person or persons having the authority to do so. Proof of the authority to act on behalf of the firm must be submitted when requested. The proof shall be in the form of a certified copy of an appropriate corporate resolution, certificate of partnership or joint venture, or other appropriate document. If Bidder is an entity made up of multiple parties and no person or persons are designated to act on its behalf, all parties shall execute the Bid.
- (3) Addenda – Receipt of addenda must be acknowledged in the space provided in the Bid Letter.
- (4) The Bidder shall not delete, modify, supplement or make substitutions thereof, on the printed matter of the Contract Bid Forms or Bid Letter.
- (5) Corrections shall be initiated by the person who signs the Bid Letter.
- (6) Exceptions or qualifications to the Bid Documents are strictly forbidden. Any comment by the Bidder which the City determines can be construed as altering the requirements of the specifications or the terms and conditions of the Contract will render the Bid non responsive and disqualify the Bidder from consideration for award.

b. List of Proposed Subcontractors (Forms).

State law prohibits substitution listed in the original Bid except as otherwise provided in Section 4107 and 4107.5 of the California Public Contract Code and applicable case law. Bidders are required to list all Subcontractors whose participation in the Contract will exceed one-half of one percent (0.5%) of the Total Bid Price. The List of Proposed Subcontractors Forms must be completed as set forth below.

- (1) Name. List the name of Subcontractors who will perform work in excess of one half of one percent (0.5%) of the Total Bid Price.
- (2) Location. For listed Subcontractors, identify the location of its place of business (City and State).
- (3) Work. For listed Subcontractors, identify the type/portion of work to be performed in the Contract.
- (4) License. For listed Subcontractors, list current valid license number and DIR registration number.

30. RESPONSIBILITY CRITERIA

Responsibility is the apparent ability of the lowest responsive Bidder to meet and complete successfully the requirements of the Contract. The City reserves the right to consider the financial responsibility and general competency of the lowest responsive Bidder, as well as its reputation within the industry. City may request the lowest responsive Bidder to provide

a financial statement, audited if necessary, including the Bidder's latest balance sheet and income statement, to demonstrate that he or she:

- a. Has or can secure adequate financial resources to perform the contract;
- b. Is able to meet the performance or delivery schedule of the contract, taking into consideration other business commitments; and
- c. Has a satisfactory record of performance. A contractor seriously deficient in past contract performance, considering the number of contracts and extent of the deficiencies, is presumed not to meet this requirement unless the deficiencies are beyond its control or there is evidence to establish its responsibility notwithstanding the deficiencies. Evidence of such satisfactory performance record should show that the contractor:
 - i. Has a satisfactory record of integrity in its dealings with government agencies and with subcontractors, and is otherwise qualified to receive an award under applicable laws and regulations;
 - i. Has the necessary organization, experience, satisfactory safety record, accounting and operational controls and technical skills or the ability to obtain them; and
 - ii. Has the necessary production, construction, and technical equipment and facilities or the ability to obtain them.

31. ADDITIONAL REQUIREMENTS

The bidder's attention is directed to the Special Provisions and Technical Provisions bound herein for additional requirements of the Bid and Contract Documents.

32. FAIR EMPLOYMENT PRACTICES DOCUMENTS

Fair Employment Practices Documents are to be submitted by the low bidder within three days following the opening of bids. See enclosed instructions and documents.

33. CONTRACT DOCUMENTS

The following Contract Documents are to be submitted AFTER award of contract:

Agreement

Faithful Performance Bond

Labor and Material Bond (Payment Bond)

Workers' Compensation Insurance Certificate (Exhibit A-1)

Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution

Evidence of Insurance (COIs and endorsements)

END OF INSTRUCTION TO BIDDERS

BID DOCUMENTS

**PROJECT NO. 1718:
JAMES ANDERSON PARK
Accessibility Upgrades**

To Be Submitted

WITH

Bid Package

BID
PROJECT NO. 1718:
JAMES ANDERSON PARK
Limited Accessibility Upgrades

BID LETTER (IFB-23-07)

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
CITY OF CARSON
701 EAST CARSON STREET
CARSON, CALIFORNIA, 90745

Mayor and Council Members:

The undersigned declares that he has carefully examined the location of the proposed work and that he has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

CITY'S PROJECT NO.: 1718

TITLE: JAMES ANDERSON PARK Limited Accessibility Upgrades

in accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions and Technical Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction (current edition), and the requirements of the Engineer under said documents, for the prices shown herein. All work shall be completed within **60 working days** from the date the notice to proceed is issued by the Engineer.

BID

BID SCHEDULE – (IFB-23-07)

PROJECT NO. 1718

PROJECT NO. 1718: JAMES ANDERSON PARK Accessibility Upgrades

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	BONDING, MOBILIZATION, DEMOBILIZATION, INSURANCE, AND CARSON GENERAL CONDITIONS	1	LS		
2	ALLOWANCE	1	LS	\$50,000.00	\$50,000.00
3	REMOVE EXISTING TREE, INCLUDING STUMP	2	EA		
4	REMOVE VEGETATION	4,765	SF		
5	SAWCUT PCC PAVEMENT	680	LF		
6	REMOVE PCC PAVEMENT AND BASE	24,571	SF		
7	SAWCUT AC PAVEMENT	186	LF		
8	REMOVE AC PAVEMENT AND BASE	1,750	SF		
9	REMOVE BRICK PAVERS	1,163	SF		
10	REMOVE CONCRETE CURB	137	LF		
11	REMOVE PEDESTRIAN RAMP	1	LS		
12	REMOVE AND SALVAGE INFORMATION SIGN AT FITNESS EQUIPMENT	7	EA		
13	REMOVE AND SALVAGE SIGN, INCLUDING POST	5	EA		
14	REMOVE AND SALVAGE BLEACHER	2	EA		
15	REMOVE AND SALVAGE BENCH	10	EA		
16	REMOVE AND SALVAGE PICNIC TABLE	2	EA		
17	REMOVE AND SALVAGE FITNESS EQUIPMENT	7	EA		
18	REMOVE AND SALVAGE BIKE RACK	1	EA		
19	REMOVE DRINKING FOUNTAIN INCLUDING FOUNDATION	2	EA		
20	REMOVE WATER VALVE AND VALVE BOX	2	EA		
21	MISCELLANEOUS DEMOLITION	1	LS		
22	HAUL AWAY AND DISPOSE	1944	CY		
23	PROTECT ELECTRICAL/COMM BOX	2	EA		

24	PROTECT EXISITING FENCING, ADJUST AS NEEDED	140	LF		
25	PROTECT EXISTING CATCH BASIN	5	EA		
26	PROTECT TRENCH DRAIN	1	LS		
27	PROTECT IN PLACE EXISTING SIGN AND POST	2	EA		
28	PROTECT IN PLACE RAISED PLANTER	2	EA		
29	PROTECT IN PLACE EXISTING TREE	7	EA		
30	PROTECT PLAYGROUND SURFACE AND PLAY EQUIPMENT	11,877	SF		
31	PROTECT IN PLACE LIGHT POLE AND BASE	5	EA		
32	TEMPORARY CONSTRUCTION BARRIER, AT AREA OF WORK, ALLOWANCE	1	LS		
33	TEMPORARY PROTECTION, GENERAL AREAS, ALLOWANCE	1	LS		
34	FIELD STAKING/LAYOUT	30,963	SF		
35	CLEAR AND GRUB SITE	30,963	SF		
36	ROUGH GRADING,CUT AND FILL ON BALANCED SITE	1,720	CY		
37	OVER EXCAVATE AND RECOMPACT	1,806	CY		
38	FINE GRADING	30,963	SF		
39	EROSION CONTROL TEMPORARY CONSTRUCTION ENTRANCE	1	LS		
40	EROSION CONTROL	390,000	SF		
41	SWPPP	1	LS		
42	CONCRETE PAVING, 4" THICK INCLUDING SUB BASE AND REINFORCEMENT	29,203	SF		
43	AC PAVING, 4' AC OVER 10" AB	1,760	SF		
44	DECOMPOSED GRANITE, 3", STABILIZED	325	SF		
45	CONCRETE CURB, FLUSH, 6"	137	LF		
46	CONCRETE CRUB, 12" WIDE	60	LF		
47	CONCRETE SCORE LINE	902	LF		
48	PATCH AND REPAIR EXISITING CONCRETE AT JUNCTIONS WITH NEW	1	LF		
49	PATCH AND REPAIR EXISTING AC PAVING AT JUNCTION WITH NEW	1	LF		
50	ADA TRUNCATED TEXTURE STRIP	43	SF		

51	4" BLUE STRIPING MARKING	426	SF		
52	4" WHITE STRIPING MARKING	54	LS		
53	ISA SYMBOL MARKING	4	EA		
54	WHEEL STOP	4	EA		
55	CONCRETE STAIRS	1	LS		
56	LANDSCAPING	1	LS		
57	LANDSCAPE MAINTENANCE, 6 MONTHS	1	LS		
58	DOMESTIC WATERLINE INCLUDING TRENCHING AND BACKFILL	24	LF		
59	4" HDPE PERFORATED PIPE INCLUDING TRENCHING AND BACKFILL	93	LF		
60	¾" BRASS WATER VALVE	2	EA		
61	VALVE BOX	2	EA		
62	CONNECT TO EXISTING WATER LINE	2	EA		
63	ADJUST VALVE BOX TO FINISH GRADE	2	EA		
64	METAL GUARDRAIL/HANDRAIL	810	LF		
65	DRINKING FOUNTAIN	2	EA		
66	REINSTALL SALVAGED INFORMATION AF FITNESS EQUIPMENT	7	EA		
67	REINSTALL SALVAGED SIGN, INCLUDING POST	5	EA		
68	REINSTALL SALVAGED BLEACHER	2	EA		
69	REINSTALL SALVAGED BENCH	10	EA		
70	REINSTALL SALVAGED PICNIC TABLE	2	EA		
71	REINSTALL SALVAGED FITNESS EQUIPMENT	7	EA		
72	REINSTALL SALVAGED BIKE RACK	1	EA		
TOTAL BASE BID AMOUNT*		Figures			
		Words			

The undersigned agrees that these Contract Bid Forms constitute a firm offer to the Owner which cannot be withdrawn for the number of days indicated in the Invitation for Bids from and after the bid opening date, or until a Contract for the Work is fully executed by the owner and another

contractor, whichever is earlier. The undersigned also agrees that if there is a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern. In case of any discrepancy between the unit price and the extended total, the unit price shall prevail.

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of _____ Dollars, said amount being not less than 10 percent of the amount bid. Pursuant to Public Contract Code Section 20174, it is agreed a portion equal to the difference between the low bid and bid submitted by the second lowest responsible bidder shall be retained as liquidated damages by the Owner if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance and endorsements within the time provided and Owner awards the Contract to the second lowest responsible bidder. The surplus, if any, shall be returned to the lowest bidder if cash or a check is used, or to the surety on the bidder's bond if a bond is used.

***BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS**

COMPANY _____

SIGNED _____ DATE _____

BID

SCHEDULE OF BID ITEMS PROJECT NO. 1718

JAMES ANDERSON PARK Accessibility Upgrades

NOTE:

All amounts and totals in bid sheet will be subject to verification by the City. In case of variation between the unit price and the totals shown by the bidder, the unit price will be considered as the price.

The information given in the bid sheets is supplied to give an indication of the general scope of work but the accuracy of these figures is not guaranteed. It is understood the information given above is solely for the purpose of comparison of bids and the Contractor's compensation will be computed upon the basis of actual quantities in the complete work, whether they be more or less than those shown herein.

The City has the right to increase or decrease any item in accordance with the Standard Specifications, and also to delete any item from this contract.

The undersigned agrees to execute the contract agreements form and complete the work in every detail as specified in the Contract Documents.

BID

PROJECT NO. 1718

BIDDER'S DECLARATION

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Invitation for Bids, the Instructions to Bidders, this Bid, the Bid Bond, the Contract, the Faithful Performance Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.
2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters that can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Bid and he further understands that the Owner will not be responsible for any errors or omissions in the preparation of the Bid.
4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified, and provided all requirements in regard to bonds and insurance have been satisfied and will complete said work within the time specified in the Bidding Schedule.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance and endorsements within the period of time specified in the Contract Documents.

5. The undersigned certifies that this Bid is genuine and not a sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.
6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The award for such work is to be entirely at the discretion of the Owner after evaluation of the bids as submitted. Pursuant to Public Contract Code Section 20174, the undersigned agrees that the Owner shall retain from the undersigned's bid security an amount equal to the difference between the low bid and amount of the bid submitted by the second lowest responsible bidder, and the surplus, if any, shall be returned to the lowest bidder in accordance with the provisions of the Public Contract Code Section 20174 in the event of his failure or refusal

to execute a Contract and furnish required bonds and insurance therefor within the time provided and Owner awards the Contract to the second lowest responsible bidder.

7. This bid will not be withdrawn within a period of ninety (90) days after the date of its proper opening by the Owner.

8. The undersigned bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

Contractor's Business Name

Contractor Title

Business Address: Street

By Title

City State Zip

Contractor's License No. and Classification

Business Phone Number

Date

Name Title

Residence: Street

City State Zip

Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

BID

PROJECT NO. 1718

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS
BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND
EXECUTION OF THOSE CERTIFICATIONS, WHICH ARE A PART OF
THIS BID

The bidder__, proposed subcontractor__ hereby certifies that he has__, has not__, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

BID

PROJECT NO. 1718

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder **has** ____, **has not** ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1100, including the Regents of the University of California of the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____ No _____

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

PUBLIC CONTRACT SECTION 10232 STATEMENT

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

Note: The above Statement is part of the Bid. Signing this bid on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BID

PROJECT NO. 1718

NONCOLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California

ss

County of Los Angeles

_____ being first duly sworn, deposes and says that he or she is _____ of _____

_____ the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, or agent thereof to effectuate a collusive or sham bid.

NAME OF BIDDER

SIGNATURE OF BIDDER

ADDRESS OF BIDDER

CITY STATE ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate jurats)

BID

PROJECT NO. 1718

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, as Principal,
and _____, as Surety, are
held firmly bound unto the Owner, consisting of one or both of the following described public
entities:

- The City of Carson, California
- Successor Agency

in the sum of \$ _____;
_____ DOLLARS,

(not less than ten percent of total amount of bid)
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.
WHEREAS, said Principal has submitted a bid to said Owner to perform all work required under
the following:

PROJECT NO.: **1718**

TITLE: **JAMES ANDERSON PARK Accessibility Upgrades**

NOW, THEREFORE, if said Principal is awarded a Contract by said Owner and, within the time
and in the manner required in the Specifications for said project, enters into the written form of
Contract bound with said Specifications and furnishes the required insurance and bonds, one to
guarantee faithful performance and the other to guarantee payment for labor and materials, then
this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event
suit is brought upon this bond by said Owner and judgment is recovered, said Surety shall pay all
costs incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the
court.

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

(SEAL)
Principal

(SEAL)
Surety

BY: _____
Signature

BY: _____
Signature

ALL SIGNATURES MUST BE WITNESSED BY NOTARY

(attach appropriate jurats)

BID

PROJECT NO. 1718

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4114 of the Public Contract Code of the State of California, and any amendments thereto, and Title 49, Section 26.11 of the Code of Federal Regulations, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid **or \$10,000, whichever is greater, the subcontractor's State contractor's license number, and the subcontractor's Department of Industrial Relations (DIR) registration number issued pursuant to Section 1725.5 of the Labor Code**, as part of the information submitted for that proposed subcontractor, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

LIST OF PROPOSED SUBCONTRACTORS

["Duplicate Next Page if needed for listing additional subcontractor."]

Name and Address
of Subcontractor

Description of Work
to be Subcontracted

Name: _____

Address: _____

State License Number: _____

DIR Registration Number: _____

Class _____

Portion of Work (%) _____

LIST OF PROPOSED SUBCONTRACTORS CONT'D

Name and Address
of Subcontractor

Description of Work
to be Subcontracted

Name: _____

Address: _____

State License Number: _____

Class _____

Portion of Work (%) _____

Name and Address
of Subcontractor

Description of Work
to be Subcontracted

Name: _____

Address: _____

State License Number: _____

Class _____

Portion of Work (%) _____

Name and Address
of Subcontractor

Description of Work
to be Subcontracted

Name: _____

Address: _____

State License Number: _____

Class _____

Portion of Work (%) _____

BID

PROJECT NO. 1718

CONSTRUCTION PROJECT REFERENCE

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

In order to more fully evaluate your background and experience for the project herein proposed, it is requested that you submit a list of Public Works and/or similar construction projects completed or in progress within the last 24 months.

Company Name: _____

Address: _____

Telephone: _____

Type of Firm: _____
(Individual, Partnership, or Corporation)

Contractor's State License Classification _____ Expiration date _____

Contractor's DIR No. _____

Corporate organized under the laws of the State of _____

List the names and addresses of all members of the firm, or names and titles of all officers of the corporation _____

Number of years as a contractor in construction work of this type: _____

Three projects of this type recently completed:

Project 1

Project Location _____ Contract Amount _____

Type of Project _____ Date Completed _____

Contact person _____ Phone Number _____

Project 2

Project Location _____ Contract Amount _____

Type of Project _____ Date Completed _____

Contact person _____ Phone Number _____

Project 3

Project Location _____ Contract Amount _____

Type of Project _____ Date Completed _____

Contact person _____ Phone Number _____

Bidder's Signature _____

NOTE: If requested by the Owner, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature _____

BID

PROJECT NO. 1718

BIDDER'S ASSURANCE

FROM:

Name of Bidder: _____

Business Address: _____

Telephone No: () _____

TO:

Members of the Owner's Legislative Body
C/o City Hall
City of Carson, California

PROJECT NO.: 1718

TITLE: JAMES ANDERSON PARK Accessibility Upgrades

The undersigned declares that he has carefully examined the location of the proposed work; that he has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders; and hereby proposes to furnish all materials, machinery, tools, labor, and services, and do all the work necessary to complete the project in accordance with said Plans and Specifications, and other Contract Documents, at the item prices on the bidding schedule.

BY: _____

TITLE: _____

BID

PROJECT NO. 1718

CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the Owner, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; 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.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM _____

TITLE OF PERSON SIGNING _____

SIGNATURE _____

DATE _____

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

BID

CAL/OSHA CERTIFICATION

COMPANY LETTERHEAD

City of Carson
701 East Carson Street
Carson, CA 90745
Attn: City Manager

SUBJECT: PROJECT NO.

Dear City Manager:

This is to confirm that [name of company] has provided all required and necessary safety training to its employees related to the equipment to be utilized and work contemplated as described in the Invitation for Bids, and that all employees are familiar with the safety regulations pertaining to the work, in compliance with any and all Cal/OSHA regulations and mandates.

Sincerely,

(Name of Construction Company)

By: _____
(Name and Title of Authorized Executive)

Contractor's State License No: _____

Project Name: _____

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FAIR EMPLOYMENT PRACTICES DOCUMENTS

PROJECT NO. 1718

**JAMES ANDERSON PARK
Accessibility Upgrades**

To Be Submitted

By The Low Bidder

WITHIN THREE WORKING DAYS FOLLOWING

OPENING OF BIDS

FAIR EMPLOYMENT PRACTICES

PROJECT NO. 1718

INSTRUCTIONS

The Fair Employment Practices in Contracts, as adopted by Owner, requires that the Owner not do business with any firm that discriminates against any employee or applicant for employment because of race, color, religion, sex, or national origin.

Accordingly, every contract or subcontract of the Owner in excess of \$10,000 for public works, or for goods and services, must be accompanied by a Certificate of Non-Discrimination, obligating the contractor or subcontractor to observe the requirements specified therein.

In addition to the Certificate of Non-Discrimination, the Fair Employment Practices in Contracts also requires that the lowest responsible bidder undertake an affirmative course of action to promote equal employment opportunities and to ensure that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Completion of the attached compliance report will satisfy this requirement. The apparent successful low bidder and each of its subcontractors must submit one copy of the compliance report to the City Engineer, Carson City Hall, 701 East Carson Street, Carson, California 90745, within three days after the opening of bids.

Ref: Resolution No. 83-008

ADOPTED 1/17/83

FAIR EMPLOYMENT PRACTICES

PROJECT NO. 1718

CONTRACTOR COMPLIANCE REPORT

This report must be completed by prime contractor and each subcontractor. Complete all items unless otherwise instructed. Use additional sheets if necessary. Submit one copy of the completed report to Owner:

C/o Engineering Services – PMFirstName PMLastName
email@domain.xxx
Public Works Department (PWD)
Carson City Hall
701 East Carson Street
Carson, CA 90745

PART I. FIRM DESCRIPTION

1. Circle one: Prime Contractor Subcontractor

2. Name of Firm: _____

3. Address: _____

4. Name and address of principal official or manager:

5. Name and address of home office, if different from above:

6. Person completing this form:

Signature: _____
Name and Title: _____
Business Telephone: () _____
Date: _____

PART II: POLICIES AND PRACTICES (Circle proper answer)

1. Yes No Have you informed company officials and representatives regarding the non-discrimination provisions of the Owner's contracts?
2. Yes No Do your solicitations or advertisements for employment specify that you are an equal opportunity employer?
3. Yes No Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees? If so, please enumerate:

JOB CATEGORY	TRAINING PROGRAM	W	B	H	A	AI	M	F	TOTAL

W = White B = Black H = Hispanic A = Asian AI = American Indian
M = Male F = Female

4. Yes No Are any apprentices obtained from sources outside the employer's work force? If yes, have you circulated information about apprenticeship openings or opportunities to the following?

Yes No State Employment Offices

Yes No Newspapers or other media

Yes No High schools, including those in minority group areas

Yes No Local trade or vocational schools

Yes No Agencies and organizations specializing in minority employment

If there are any apprenticeship programs, please list, along with ethnic breakdown:

JOB CATEGORY	TRAINING PROGRAM	W	B	H	A	AI	M	F	TOTAL

5. Yes No If you are a prime contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the non-discrimination provisions of the Owner's contracts?
6. Identify (names and addresses) the employment agencies, personnel recruitment organizations, newspaper advertising, or other non-union sources from which the company recruits its personnel.

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

7. Yes No Do you have a collective bargaining agreement with a labor union or other organization? If yes, specify the union or organization.

8. Yes No Does your company's collective bargaining agreement or other contract or understanding with a labor union or other working organization include a provision for non-discrimination in employment?

9. Remarks: Use this space for comment on any answers you have supplied.

PART III A: EMPLOYMENT FIGURES(1)

Name of Firm: _____

Project Name: _____

Date Form Submitted: _____

Person Submitting Form: _____

Check One: Submit separate forms for company makeup (page 22), and for specific project makeup (page 23)

(X) Permanent makeup of company

() Estimated makeup of employees on this specific project only

JOB CATEGORIES	TOTAL EMPLOYED	MINORITY GROUPS*					M	F
		WHITE	BLACK	HISPANIC	ASIAN	AMERICAN INDIAN		
OFFICERS & OFFICIALS								
PROFESSIONAL (2)								
CLERICAL & OFFICE								
FIELD SUPERVISOR								
SKILLED/SPECIFY TRADE								
A								
B								
C								
D								
SEMI-SKILLED (3)								
UNSKILLED (4)								
TOTAL ITEMS 1-7								

(1) This report must be completed by prime contractor and each subcontractor.

(2) Occupations requiring college education or equivalent experience: e.g., accountants, architects, scientists, teachers, etc.

(3) Workers who operate equipment or perform factory-type duties of intermediate skill level: e.g., auto attendants, laundry operators, truck drivers, etc.

(4) Works in manual occupations: e.g., laborers performing lifting, digging, mixing or loading operations, etc.

* An employee may be included in the minority group in which he/she appears to belong, or is regarded in the community as belonging. Eliciting information as to the racial or ethnic identity of an employee by direct inquiry is not encouraged.

PART III B: EMPLOYMENT FIGURES (1)

Name of Firm: _____

Project Name: _____

Date Form Submitted: _____

Person Submitting Form: _____

Check One: Submit separate forms for company makeup (page 22), and for specific project makeup (page 23)

() Permanent makeup of company

(X) Estimated makeup of employees on this specific project only

JOB CATEGORIES	TOTAL EMPLOYED	MINORITY GROUPS*					M	F
		WHITE	BLACK	HISPANIC	ASIAN	AMERICAN INDIAN		
OFFICERS&OFFICIALS								
PROFESSIONAL (2)								
CLERICAL & OFFICE								
FIELD SUPERVISOR								
SKILLED/SPECIFY TRADE								
A								
B								
C								
D								
SEMI-SKILLED (3)								
UNSKILLED (4)								
TOTAL ITEMS 1-7								

- (1) This report must be completed by prime contractor and each subcontractor.
 - (2) Occupations requiring college education or equivalent experience: e.g., accountants, architects, scientists, teachers, etc.
 - (3) Workers who operate equipment or perform factory-type duties of intermediate skill level: e.g., auto attendants, laundry operators, truck drivers, etc.
 - (4) Works in manual occupations: e.g., laborers performing lifting, digging, mixing or loading operations, etc.
- An employee may be included in the minority group in which he/she appears to belong, or is regarded in the community as belonging. Eliciting information as to the racial or ethnic identity of an employee by direct inquiry is not encouraged.

CONTRACT
PROJECT NO. 1718
PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2023, by and between the City of Carson, a California charter city (“**City**”) and _____, _____ (“**Contractor**”). City and Contractor may be referred to, sometimes individually or collectively, as “Party” or “Parties.”

RECITALS

- A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.
- B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.
- C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.
- D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled _____ (“**Project**”). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, “**Bid Documents**” refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this

Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, (“Greenbook”) are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“**DIR**”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for 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.”

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than \$25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own

negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change

Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to the amount of contingency approved by the City Council at the time the Project was awarded to Contractor, if any, taken either separately or cumulatively, or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements,” attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor’s Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor’s expenses, of an amount not to exceed [REDACTED] Dollars (\$ [REDACTED]) (“**Contract Sum**”) for completion of the work.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor’s Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor’s first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor’s correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth

in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within _____ (____) calendar days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated

damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars (\$1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor’s officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City’s employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be **KENNETH YOUNG** or any other person as may be designated by the City’s Director of Public Works or City Engineer. It shall be the Contractor’s responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City’s Director of Public Works or City Engineer, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor’s employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

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

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and \$2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

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

5.2 General Insurance Requirements.

(a) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for 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 Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other

requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for 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.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to 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.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance

under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed \$25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit “C” and Exhibit “D” attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A-” or better in the most recent edition of Best’s Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City’s Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the

performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain

or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of Contractor’s conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor’s failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served

upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq.* of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

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

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

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

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

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim

arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

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

7.5 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by

a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.6 Rights and Remedies Are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Carson, 701 E Carson Street, Carson, California 90745 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.4 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement. All signatures on bonds must be originals.

9.5 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such

payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a California charter city

_____, Mayor

ATTEST:

_____, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

CONTRACTOR:

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: _____

***Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	_____
	_____	TITLE OR TYPE OF DOCUMENT
	TITLE(S)	
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	_____
	_____	DATE OF DOCUMENT

SIGNER IS REPRESENTING:		_____
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	_____
	_____	TITLE OR TYPE OF DOCUMENT
	TITLE(S)	
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	DATE OF DOCUMENT
_____	_____	_____
SIGNER IS REPRESENTING:		SIGNER(S) OTHER THAN NAMED ABOVE
(NAME OF PERSON(S) OR ENTITY(IES))		

EXHIBIT A

CONTRACTOR'S BID

SEE ATTACHED BID SCHEDULE

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike-through~~ and additions shown in ***bold and italics***.

EXHIBIT C

PERFORMANCE BOND

We, _____, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of _____ **U.S. Dollars and ____ Cents (\$_____)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
[name of surety company]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT D

PAYMENT BOND

We, _____, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of _____ **U.S. Dollars and _____ Cents (\$_____)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq.* of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq.* of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: () _____
[name of surety]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

SPECIAL PROVISIONS

PROJECT NO. 1718

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SPECIAL PROVISIONS

PREFACE: STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

The Standard Specifications for Public Works Construction written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California shall be the Standard Specifications of the Owner. All work shall conform to the latest edition, including supplements, of the Standard Specifications, these Special Provisions which supplement or modify the Standard Specifications, and the Standard Drawings as issued by the Owner available at the time bids are opened, unless otherwise specified in the Contract Documents.

The above-referenced Standard Specifications, Special Provisions, and Standard Drawings are hereby made a part of the Contract Documents.

For the convenience of the Contractor, the section and subsection numbering system used in these Special Provisions corresponds to that used in the Standard Specifications.

Section 1. General

Section 1-2 Terms and Definitions

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

- | | | |
|-----|-----------------------|---|
| (a) | AGENCY | <input checked="" type="checkbox"/> ■ The City of Carson, California
<input type="checkbox"/> ■ Successor Agency
acting individually or collectively as the "Owner" |
| (b) | BOARD | <input checked="" type="checkbox"/> ■ The City of Carson, California
<input type="checkbox"/> ■ Successor Agency
acting individually or collectively as the "Owner" |
| (c) | CONTRACT
DOCUMENTS | Documents including but not limited to the Bid forms, Special Provisions, Technical Provisions, Bonds, Insurance, Contract, Plans, instructions to bidders, and all Addenda setting forth any modifications of the documents. |
| (d) | ENGINEER | The City Engineer, Public Works Department or his authorized representative. |

- (e) BIDDER An individual, co-partnership, association or corporation submitting a Bid for the work contemplated, acting directly or through a duly authorized representative.
- (f) LEGAL ADDRESS OF CONTRACTOR The legal address of the Contractor to be the address given on the Contractor's bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered.
- (g) LABORATORY An established laboratory approved and authorized by the Engineer for testing materials and work involved in the contract.

Section 1-7 Award and Execution of the Contract

Section 1-7.1 General

Section 1.7.1.1 Bid

The following is in addition to the provisions of Section 1-7:

The Bid shall be fully executed and submitted on the forms provided by the Owner and shall be delivered as directed in the "Invitation for Bids".

If the Bid is made by an individual it shall be signed and his or her full name and address shall be given; if it is made by a firm it shall be signed with co-partnership name by a general partner thereof, who shall also sign his or her own name, and the name and address of each member of such co-partnership shall be given; if made by a corporation, the name of the corporation shall be signed by its duly authorized officers and attested by the corporate seal.

Bidders are warned against making erasures or alterations of any kind on their Bid. Bids which contain omissions, erasures, alterations, conditions or additions not called for may be rejected.

At the time the Contract is awarded by the Owner the Contractor shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the Contract and shall be skilled and regularly engaged in the general class or type of work required by this Contract.

Section 1-7.1.2 Examination of Plans, Specifications, and Project Site

The following is in addition to the provisions of Section 1-7:

Bidders shall read the specifications, examine the drawings and/or locations list, and make their own estimates of the existing facilities and difficulties which will attend the execution of the work called for by the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. Bidders shall satisfy themselves by personal examination of the

locations of the proposed work, and by such other means as they may choose as to actual conditions and requirements and as to the accuracy of the quantities stated in the Bid forms. Information derived from the maps, plans, specifications, profiles, or drawings, or from the Engineer or his assistants (or the Architects or their assistants), shall not relieve the bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not guaranteed nor is any liability assumed by the Owner.

Section 1-7.1.3 Interpretation of Drawings and Documents

The following is in addition to the provisions of Section 1-7:

If a prospective bidder is in doubt as to the true meaning or intent of any part of the Contract Documents including the Specifications, or discovers discrepancies in, or omissions from, the Specifications or Drawings, he may submit to the Engineer a written request for an interpretation or a correction thereof. Interpretations or corrections of the Contract Documents including the Specifications and Drawings, shall be made only by addendum duly issued by the Engineer, and a copy of such addendum will be sent by certified mail, postage prepaid, or delivered to each person receiving a set of the Contract Documents whose address is known to the Engineer and such addendum shall be considered a part of and incorporated in the Contract Documents.

Section 1-7.1.4 Award of Contract

The following is in addition to the provisions of Section 1-7:

After the Bids have been publicly opened and read aloud, they will be checked for accuracy and compliance with all provisions as specified herein.

The Owner reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received.

Award of the Contract, if it be awarded, will be made by the Owner within 90 days after opening of the bids. Award will be made to the lowest responsive responsible bidder.

In selecting the lowest responsive responsible bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the Bid. To receive favorable consideration, a bidder may be required to present evidence that he has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the Owner that he or his associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements. A showing of adequate financial resources may be required but will not alone determine whether a bidder is competent to undertake the proposed work.

Only manufacturers or contractors of established reputation, or their duly authorized dealers or agents, having proper facilities for the manufacture of the materials or equipment and for servicing same, or for proper execution of the work called for in the contract, will be considered in making the award.

Section 1-7.1.5 Execution of Contract

The following is in addition to the provisions of Section 1-7:

A bidder whose Bid is accepted shall properly sign a written contract with the Owner on the form attached hereto and return said contract together with good and approved bonds and insurance certificates and endorsements as required by the Contract Documents within fifteen (15) calendar days from the date of the mailing of a notice from the Owner to the bidder, according to the address given by him, of acceptance of his Bid. Contract bonds and certificates of insurance and endorsements, if required, shall be filed in all instances before delivering any equipment, materials, or performing any work under the contract; also before any purchase order shall be issued. An executed Power of Attorney form shall be submitted with all contract bonds herein specified.

If a bidder whose Bid is accepted fails or refuses to enter into a contract as herein provided, or to conform to any stipulated requirement in connection therewith, the money represented by his check or bidder's bond shall be refunded less the difference between the low bid and the bid of the bidder with whom the Owner enters into an agreement in accordance with the provisions of the Public Contracts Code Section 20174. At the discretion of the Owner an award may be made to the bidder whose Bid is next most acceptable to the Owner, and such bidder and his surety shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

A corporation to which an award is made may be required before the contract is finally signed to furnish evidence of its corporate existence, of its right to do business in California, and of the authority of the officer signing the contract and bonds for the corporation to so sign.

Section 1-7.1.6 Return of Bid and Guarantee

The following is in addition to the provisions of Section 1-7:

The check or bond of a bidder to whom the contract has been awarded will be returned to him after all of the acts, for the performance of which said security is required, have been fully performed. The checks or bid bonds of the second and third lowest bidders will be returned when the bidder to whom the contract has been awarded has properly executed all of the required Contract Documents. Checks or bid bonds of other bidders will be returned when their Bids are rejected or in any event at the expiration of ninety (90) days from the date of opening bids.

Section 2. Scope of the Work

Section 2-2 Permits

The following supersedes the provisions of Section 2.2:

The Contractor will obtain and pay for all permits necessary to perform the Work in streets, highways, railways or other rights-of-way, with exception that the fees for the City’s construction permit which will be waived for this contract.

The Contractor shall also obtain and pay for all costs incurred for permits necessitated by its operations such as, but not limited to, those permits required for night work, overload, blasting, and demolition. The contractor shall pay all business taxes or license fees that are required for the work.

In addition, the Contractor and each subcontractor employed upon the work must have or obtain a valid City of Carson Business License in accordance with the provisions of the Carson Municipal Code. The amount of the business license fee may be obtained from the City’s Finance Department at (310) 952-1748

Section 2-4 Cooperation and Collateral Work

The following is in addition to the provisions of Section 2-4:

2-4.1 Relations with Other Contractors

There may be construction work in progress by others. The Contractor shall coordinate construction activities with other contractors and shall attend coordination meetings as required by the Engineer. The following list provides the construction contact and owner/contractor with their expected construction schedule:

NO.	OWNER	CONSTRUCTION CONTACT	CONTRACTOR	ANTICIPATED CONSTRUCTION TIME FRAME

Section 2-10. Disputed Work

Section 2-10.1 Retention of Imperfect Work

The following is in addition to the provisions of Section 2-10:

If any portion of the work done or materials furnished under the contract proves defective or not in accordance with the specifications and contract drawings, and if the imperfection in the same is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if the removal of such work is impracticable or will create conditions which are dangerous or undesirable in the opinion of the Engineer, the Engineer shall have the right and authority to retain the work instead of requiring it to be removed and reconstructed, but he shall make such deductions therefor in the payment due the Contractor as may be just and reasonable.

Section 3. Control of the WorkSection 3-6 The Contractor's Representative

The following is in addition to the provisions of Section 3-6:

The Contractor shall furnish the Engineer with the name, address and business and home telephone numbers of the person responsible for the maintenance of barricades, traffic control signs, lights and other safety devices.

Section 3-7 Contract DocumentsSection 3-7.1 General

The following is in addition to the provisions of Section 3-7.1:

The Standard Specifications for Public Works Construction and the Standard Plans for Public Works Construction are both promulgated by Public Works Standards, Inc. These publications are available for purchase from BNi Building News, Inc., 1612 South Clementine Street, Anaheim, California 92802, (800) 873-6397, www.bnibooks.com. **These publications are copyrighted and the City will not provide copies.**

Standard Plans of the City of Carson are available for downloading on the internet, <http://ci.carson.ca.us/PublicWorks/pwstandards.aspx>

Section 3-7.2 Precedence of Contract Documents

The following supersedes the provisions of Section 3-7.2:

The order of precedence of contract documents shall be:

FIRST	Requirements of law, including the Code and Ordinances of the City of Carson.
SECOND	Permits from other agencies as may be required by law.
THIRD	Permits from City of Carson Departments as may be required by law or ordinance.
FOURTH	The Contract.
FIFTH	The Bid.
SIXTH	Addenda.

SEVENTH	Invitation for Bids.
EIGHTH	Instructions to Bidders.
NINTH	Technical Provisions.
TENTH	Construction Plans.
ELEVENTH	Special Provisions of the Standard Specifications.
TWELFTH	Standard Plans.
THIRTEENTH	Standard Specifications for Public Works Construction (current edition) as amended.
FOURTEENTH	Reference Specifications.

Change orders, supplemental agreements, and approved revisions to Plans and Specifications will take precedence over documents listed above, except those listed as FIRST, SECOND, and THIRD. Detailed plans shall have precedence over general plans.

Section 3-10 Surveying

The following supersedes the provisions of Section 3-10:

Section 3-10.1 General

Unless otherwise provided in the Technical Provisions, lines and grades for construction shall be the responsibility of the Contractor.

The Contractor is required to locate and tie out survey monuments in the project area prior to construction involving streets and highway, and to file with the County Surveyor a Corner Record of any such work. Prior to the issuance of a completion certificate, the Contractor is required to file a Corner Record for survey monumentation that is replaced. All such survey work shall be performed under the supervision of a California licensed Land Surveyor or a Civil Engineer authorized to perform such work.

The Contractor shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties, and bench marks located within the limits of the project. If any of the above requires removal, relocating, or resetting, the Contractor shall, prior to any construction work and under the supervision of a California-licensed Land Surveyor or Civil Engineer, establish sufficient temporary ties and bench marks to enable the points to be reset after completion of construction.

Any ties, monuments, or benchmarks disturbed during construction shall be reset per Los Angeles County standards after construction and the tie notes submitted to the County on 8 ½" x 11" loose leaf paper, after it is signed and recorded at the County Surveyor's Office. The Contractor and its sureties shall be liable for, at their expense, any resurvey required due to Contractor's negligence in protecting existing ties, monuments, benchmarks, or any such horizontal and vertical controls.

The Contractor shall provide the Owner a copy of the office calculations and documents submitted to the County for filing in connection with the aforementioned work.

Section 3-10.2 NOT USED

Section 3-10.3 Line and Grade

All work under this contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing these, and for the control of construction, shall be the responsibility of the Contractor. All such surveys, including construction staking, shall be under the supervision of a California-licensed Land Surveyor or Civil Engineer. Staking shall be performed on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the Owner's Inspector. The Contractor shall be responsible for any error in the finished work and shall notify the Engineer within 24 hours of any discrepancies or design errors discovered during staking.

Section 3-10.4 Payment

Unless a separate bid item is provided, the payment for surveying, construction staking, related professional services, re-establish centerline ties, office calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved shall be considered as included in the various items of work, and no additional compensation will be allowed.

Section 3-12 Work Site Maintenance

Section 3-12.1 General

The following is in addition to the provisions of Section 3-12.1:

The Contractor shall provide and operate a self-loading motor sweeper with spray nozzles every day for the purpose of keeping the entire project site clean as acceptable to the City Engineer.

The Contractor shall keep adjacent properties clean and free of rubbish and debris in a timely manner as necessary and as directed by the Engineer.

Payment for the cleanup and dust control shall be included in the price paid for other items of work. No additional payment will be made for project site maintenance.

Section 3-12.1.1 Contractor's Responsibility for Work

Until the formal acceptance of the work by the Owner, the Contractor shall have the charge and care thereof and shall, subject to the insurance protection furnished in accordance with 5-4 hereof, bear the risk of accident, loss or damage to any part thereof by action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and otherwise correct damages to any portion of the work occasioned by any of the above causes before its acceptance.

In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and the proper temporary storage thereof.

Section 3-12.4 Storage of Equipment and MaterialsSection 3-12.4.3 Construction Yard

The following is in addition to the provisions of Section 3-12.4:

The contractor shall be responsible to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the City. When storage sites are located in private properties, the Contractor shall be required to submit to the City written approval from the recorded owner authorizing the use of their property by the Contractor.

Section 3-12.6 Water Pollution Control:Section 3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)

The following is in addition to the provisions of Section 3-12.6.3:

Storm Water pollution work shall consist of constructing Best Management Practices facilities which may be shown on the Plans, specified elsewhere in these Special Provisions, required by the Standard Specifications, required by National Pollutant Discharge Elimination System (NPDES) permit ordered by the State Water Resources Control Board. Said work is intended to provide prevention, control and abatement of water pollution to streams, waterways and other bodies of water.

In order to provide effective and continuous control of storm water pollution, it may be necessary for the Contractor to perform the contract work in small or multiple units on an out-of-phase schedule and with modified construction procedures. The Contractor shall provide temporary BMP measures including, but not limited to, dikes, basins, ditches and the application of straw and seed bales which become necessary as a result of his operations. The Contractor shall coordinate storm water pollution control work with all other work done on the contract.

Before starting any work on the project, the Contractor shall submit to the Engineer for approval and acceptance a Storm Water Pollution Prevention Plan (SWPPP). SWPPP shall show the

schedule for the erosion control work included in the contract and for all storm water pollution control measures which the Contractor proposes to take in connection with construction of the project to minimize the effect of his operations upon adjacent streams and other water bodies. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until such program has been accepted. The Contractor shall revise and bring up to date said storm water pollution control program at any time the Engineer makes written request for such revision.

The Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised SWPPP in not more than five (5) days.

The Owner shall not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised storm water pollution control program, nor for any delays to the work due to the Contractor's failure to submit an acceptable storm water pollution control program.

Compliance with the requirements of this Section shall in no way relieve the Contractor from his responsibility to comply with the other provisions of the Contract, in particular, his responsibility for damage and for preservation of property.

All storm water pollution control work performed in accordance with the accepted program which is not otherwise required under the contract and which is ordered by the Engineer will be paid for as follows:

- (1) Such storm water pollution control work which may be accomplished under the various contract items of work will be measured and paid for as provided for in these Special Provisions for the said items of work.
- (2) Such storm water pollution control work not covered by contract items will be paid for as extra work as provided for in Section 3-3 "Extra Work" of the Standard Specifications.

Except as otherwise provided in the Standard Specifications or elsewhere in these Special Provisions, full compensation for conforming to the requirements in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

Section 3-13 Completion, Acceptance, and Warranty

Section 3-13.3 Warranty

The following is in addition to the provisions of Section 3-13-.3

Section 3-13.3.1 Warranty of Title

No materials, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies and equipment installed and incorporated in the work, and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the Owner free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon; provided, that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the Owner. The provisions of this section shall be inserted in all subcontractor's and material contracts, and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into regarding such materials.

Section 4. Control of Materials

Section 4-4 Testing

The following is in addition to the provisions of Section 4-4:

Testing of the complete traffic signal cabinet assembly including but not limited to the controller, battery back-up system, wireless communication equipment, etc. shall be delivered, tested and approved by the LA County Traffic Signal Shop prior to installation.

Typical testing time is 30-40 days. The material testing laboratory is located at:

Los Angeles County
Department of Public Works
Traffic Signal Shop
1525 Alcazar Street
Los Angeles CA 90033

The contractor shall make delivery arrangements with the Traffic Signal Shop 48 hours in advance by calling (626) 458-1704.

Section 5. Legal Relations and Responsibilities

Section 5.2 Special Notices

The following supersedes the provisions of Section 5-2:

Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the Owner by personal delivery thereof to the Owner's Engineer or by depositing the same in the United States mail enclosed in a sealed envelope, registered and with postage prepaid, addressed to:

c/o Engineering Services
Public Works Department (PWD)
City of Carson
701 East Carson Street
Carson, CA 90745

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the site of the project, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of the work under this Contract, postage prepaid and registered.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated to the party giving the notice, postage prepaid and registered.

Section 5.3 Labor

The following is in addition to the provisions of Section 5-3:

Each bidder must submit with their Bid a fully executed Certificate of Non-Discrimination by Contractors. Bids will not be considered unless accompanied by the completed Certificate.

After the opening of bids and the determination of the low bidder, said low bidder shall submit to the Engineering Services (PWD), not later than 5:00 P.M. on the third working day following the bid opening, a completed "Fair Employment Practices Contractor Compliance Report."

The Contractor shall insert a provision in all subcontracts requiring subcontractors to comply with this section.

Section 5-4 Insurance

The following supersedes the provisions of Section 5-4:

The Contractor shall, at his expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance and shall be subject to approval by the City's Risk Manager:

Contractor shall procure and maintain for the duration of the contract, and for 5 years thereafter, 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.

Coverage shall be at least as broad as:

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$2,000,000 combined single limit for each accident.

(c) Workers’ compensation insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

(d) Builder’s Risk Insurance. Contractor shall maintain Builder’s Risk (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

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

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor’s Pollution Liability form or other form acceptable to

City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

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

(f) **Surety Bonds** as described below.

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

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

1. Carson Successor Agency, City of Carson, their elected and appointed officers, officials, employees, volunteers and agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects Carson Successor Agency, City of Carson, their elected and appointed officers, officials, employees, volunteers and agents. Any insurance or self-insurance maintained by the Carson Successor Agency, City of Carson, their elected and appointed officers, officials, employees, volunteers and agents shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

Builder's Risk (Course of Construction) Insurance

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

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

Acceptability of Insurers

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

Waiver of Subrogation

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

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

Verification of Coverage

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

Subcontractors

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

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

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

Section 5-7 SafetySection 5-7.9 Southern California Edison Energized Conductors

The following is in addition to the provisions of Section 5-7:

Contractor hereby promises and agrees that in the performance of the work specified in this Contract, it will employ and utilize only qualified persons, as hereinafter defined, to work in

proximity to Edison's secondary, primary and transmission facilities. The term "qualified person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

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

Contractor further promises and agrees that the provisions of this section shall be and are binding upon any subcontractor or subcontractors that may be retained by it, and that Contractor shall take such steps as are necessary to assure compliance by said subcontractor or subcontractors with the requirements of this section.

Section 5-7.10 Emergency Provisions

The following is in addition to the provisions of Section 5-7:

Unusual conditions may arise on the work which will require that immediate and unusual provision be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

Whenever, in the opinion of the Owner, an emergency exists of which the Owner is aware and against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by the progress of construction; and whenever, in the opinion of the Owner, immediate action shall be considered necessary in order to protect public or private personnel or property interests, or prevent likely loss of human life or damage on account of the operations under the Contract, then in that event the Owner may provide suitable protection to said interests by causing such work to be done and material to be furnished, as in the opinion of the Owner may seem reasonable and necessary, all at the expense of the Contractor.

Section 6. Prosecution and Progress of the Work

Section 6-1: Construction Schedule and Commencement of the Work

The first sentence of Section 6-1 shall be deleted and replaced with:

The Contractor shall submit within one week after award of the work, its proposed construction schedule to the Engineer for approval.

The following is in addition to the provisions of Section 6-1:

The engineer shall mail to the contractor three copies of the contract for execution within approximately one week of award. The Contractor shall execute and return the contract together with the appropriate bonds and proof of insurance within fifteen (15) calendar days of receipt of said contract. Unless otherwise provided by the approved construction schedule the engineer

shall issue the notice to proceed on the date that the fully executed contracts are received from the Contractor.

Section 6-3 Time of Completion

The following is in addition to the provisions of Section 6-3:

The Contractor's working hours shall be limited to the hours between 7:30 A.M. and 3:30 P.M., working hours in Arterial Streets shall be limited to the hours between 9:00 A.M. and 3:00 P.M., weekdays, excluding recognized holidays. Deviation from normal working hours will not be allowed without prior written consent of the Engineer. The Contractor shall provide adequate light for proper prosecution of the work, for the safety of the workmen and the public, and for proper inspection.

The Contractor shall notify the Engineer of the City of Carson two working days (48-hours) in advance of the start of construction.

In the event work is allowed by the Engineer of the City of Carson outside of the normal working hours, at the request of and for the benefit of **the Contractor, inspection service fees will be levied against the Contractor at a rate of \$161.25 per hour, plus travel time where applicable.**

The above charge may also be levied if non-routine inspection services are deemed necessary by the Engineer of the City of Carson.

If the Engineer of the City of Carson allows night work, the Contractor shall provide adequate light for proper prosecution of the work, for the safety of the workmen and public, and for proper inspection.

Section 6-9 Liquidated Damages:

The following is in addition to the provisions of section 6-9:

The amount of liquidated damages is hereby amended to \$1,000 for each consecutive calendar day.

Section 7. Measurement and Payment

Section 7-2 Lump Sum Work

The following is in addition to the provisions of section 7-2:

The Contractor shall submit to the City a cost breakdown of the lump sum bid items, called the "Schedule of Values," in a form approved by the City. The Schedule of Values, when approved by the City, shall become the basis for determining the cost of Work requested on the Contractor's Applications for Payment. The Contractor shall submit a statement based upon this

breakdown, and if required, itemized in such form and supported by such evidence as the Construction Manager may direct, showing the Contractor's right to the payment claimed.

Section 7-3 Payment

Section 7-3.2 Partial and Final Payment

The following is in addition to the provisions of 7-3.2:

The closure date for periodic progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the tenth day of the following month. However, Payments will be withheld pending receipt of any outstanding reports required by the Contract Documents.

Section 7-3.9 Work Performed Without Direct Payment

The following is in addition to the provisions of Section 7-3:

Regarding tools and materials of any class for which no price is fixed in the Bid, it shall be understood that such work, equipment, labor, tools and materials shall be provided without extra charge, allowance, or direct payment of any kind. The cost of performing such work or furnishing such equipment, labor, tools and materials shall be included in the unit bid prices in the Bid and no additional compensation will be paid therefore.

Section 7-4 Payment for Extra Work

Section 7-4.3 Markup

The following percentage shall apply to provision 7-4.3:

1. Labor	20%
2. Materials	15%
3. Equipment	15%
4. Other Items and Expenditures	10%

SPECIAL PROVISIONS**PART 4****EXISTING IMPROVEMENTS****Section 402. Utilities****Section 402-1 Location.****Section 402-1.2 Payment.** (Page 481 of the SSPWC)

Replace the entire subsection with the following:

No separate payment will be made for the location of utilities pursuant to Government Code Sections 4215 and 4216, and 402-1.1, or for attendance at the preconstruction meeting.

Payment shall be considered as included in the Contract Unit Price for the various Bid items.

Add the following subsection:

402-1.3 Exploratory Excavations. In addition to the requirements of 402-1.1 for utilities shown on the Plans, the Contractor shall locate unknown subsurface utilities marked or otherwise identified as ordered by the Engineer in accordance with 402-1.1. Exploratory excavations for unknown subsurface utilities will be measured by each.

TABLE 402-1.3

DEPTH max.	ROADWAY			PARKWAY (NOT IN ROADWAY)		
	AC 6" max. Thickness	PCC 8" max. Thickness	COMPOSITE (AC over PCC) 4" over 8" max. Thickness	AC 6" max. Thickness	PCC 6" max. Thickness	NATIVE
0'-3'	\$750	\$900	\$1,050	\$600	\$750	\$450
3'-6'	\$900	\$1,050	\$1,200	\$750	\$900	\$600
6'-9'	\$1,050	\$1,200	\$1,350	\$900	\$1,050	\$750
9'-12'	\$1,200	\$1,350	\$1,500	\$1,050	\$1,200	\$900

Payment for exploratory excavations for unknown subsurface installations including excavation, backfill, surface restoration, and all other incidentals necessary to complete the work will be made at the Stipulated Unit Price in Table 402-1.3 for the maximum depth and surface material encountered. Exploratory excavations which are greater than 5 feet in depth or where the surface material thickness is greater than those listed in Table 402-1.3 will be considered as Extra Work. No markup is to be added to the Stipulated Unit Price of exploratory excavations.

Payment for exploratory excavations will be made under the Allowance Bid item.

Section 402-4 Relocation

Add the following to the provisions of Section 402-4:

The owner does not necessarily mark water services. The Contractor shall assume that a water service exists at each water meter box and the service connection lies at any depth within 36” of either side of the water meter box measured parallel to the curb face.

The Contractor shall procure a plumber and pay all fees to repair or replace water services damaged by his operation when his operation is within 36” of either side of a water meter box measured parallel to the curb face.

The Contractor shall procure a plumber and shall be reimbursed for the costs to relocate or repair interfering water services located outside 36” of either side of a water meter box measured parallel to the curb face.

If water service is interrupted, a Contractor’s English-speaking representative shall remain on the job until water service is resumed. The Contractor shall provide 2.5 gallons of a brand name bottled drinking water to any resident whose water service has been interrupted, immediately upon inspector’s request. Water service shall not remain interrupted for more than three hours

SPECIAL PROVISIONS**PART 6****TEMPORARY TRAFFIC CONTROL****Section 600. Access**Section 600-1 General

The following is in addition to the provisions of Section 600-1:

The Contractor shall provide temporary "No Parking" and all other signs which are necessary for the safe and orderly conduct of vehicular traffic as directed by the Engineer and as specified herein. He shall also provide a barricaded area in the parking lane for pedestrian traffic during such time as the parkway is unfit to be used for pedestrian traffic.

At such times as driveways are inaccessible due to the Contractor's work they shall be blocked by two Class II barricades or one Class II barricade and two delineators. Driveways that are ramped or planked for temporary access shall be provided with a barricade or delineator at each side. The Contractor shall give 24-hour notice to affected property owners prior to blocking any driveway.

The Contractor shall provide access for refuse collection on the regularly scheduled days. He shall also facilitate or assist in the collection where such work is hampered by his operations.

The construction area shall be cleaned by the use of a mobile broom sweeper daily to the satisfaction of the Engineer. The stockpiling of construction debris will not be allowed.

Section 600-2 Vehicular Access

The following provisions shall be added to Section 600-2:

600-2.1 Temporary Steel Plate Bridging:

When backfilling operation of an excavation in the travel way, whether transverse or longitudinal cannot be properly completed within a work day, steel plate bridging with a non-skid surface and shoring may be required to preserve unobstructed traffic flow. In such cases, the following shall apply:

1. Steel plate used for bridging must extend a minimum of twelve (12") inches beyond the edge of the trench.
2. Steel plate bridging shall be installed to operate with minimum noise.

3. The trench shall be adequate to support the bridging and the traffic load. Contractor shall be responsible for determining whether shoring is necessary.
4. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plate.
5. Bridging shall be secured against displacement by adjustable cleats, shims, or other devices.

Approaches plate and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of two (2) dowels pre-drilled into the corners of the plate and drilled two (2") inches into the pavement. Subsequent plates are butted to each others. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope of 8.5% with a minimum of twelve (12") inches taper to cover all edges of the steel plates. When steel plates are removed, the dowel holes in the pavement shall be backfilled with either fines of asphalt concrete mix, concrete slurry or equivalent slurry satisfactory to the Engineer.

The Contractor shall be responsible for maintenance of the steel plates, shoring, and asphalt concrete ramps.

Unless specified, use of steel plate bridging at any given location should not exceed four (4) consecutive working days in any given week. Backfilling of excavation shall be covered with a minimum of three (3") inches of temporary layer of cold asphalt concrete.

The following table shows the required minimal thickness of steel plate bridging for a given trench width:

<u>Trench Width</u>	<u>Minimum Plate Thickness</u>
1.0 foot	1/2 inch
1.5 foot	3/4 inch
2.0 feet	7/8 inch
3.0 feet	1 inch
4.0 feet	1 1/4 inch

For spans greater than four (4') feet, a structural design for the steel plate bridging shall be prepared by a registered civil engineer and approved by the Engineer. Steel plate bridging shall be designed for HS20-44 truck loading per Caltrans Bridge Design Specifications Manual. The Contractor shall maintain steel plates with a non-skid surface having a minimum coefficient of friction equivalent to 0.35 as determined by California Test Method 342. The contractor may use standard steel plate with known coefficient of friction equal or exceeding 0.35.

A Rough Road sign (W33) with black lettering on an orange background shall be used in advanced of steel plate bridging. This is to be used along with any other required construction signing.

Payment for steel plate bridging shall be included in the other items of work involved and no additional payment will be allowed therefore.

600-2.2 Street Closures, Detours, Barricades:

The Contractor shall not close any street within the City of Carson without first obtaining the approval of the Engineer. Barricading, traffic control and detour diagrams in connection with street closures shall be submitted by the Contractor as required by the Engineer.

Street closures, detours, lane closures, signs, lights and other traffic control devices shall conform to the latest approved version of the California Manual on Uniform Traffic Control Devices (California MUTCD). The California MUTCD is available at the following address:

<https://dot.ca.gov/programs/traffic-operations/camutcd>

The Contractor shall provide and maintain Class II barricades along excavation edges parallel to the flow of traffic at a spacing of twenty-five feet. Class II barricades mounted with flashers shall be installed around work areas in parkways. Class II barricades shall have alternating black and reflective white (or yellow) stripes at an angle of 45 degrees. The stripe width shall be four to six inches.

During paving operations barricades may be supplemented with minimum size eighteen-inch high traffic cones and delineators such that spacing between barricades and/or cones or delineators is no greater than twenty feet. At all access points such as intersecting streets, alleys and driveways, barricades and/or cones shall be provided at five foot intervals so as to prevent vehicular access to the paving area. Where access from an intersecting street is prohibited, a "Road Closed" sign shall be provided at the nearest prior intersection. "No Left Turn" signs shall be provided wherever required by the Engineer.

When one-way access from a side street or alley is permitted, barricades and cones shall be provided at five-foot intervals for a distance of fifty feet on either side of the centerline of the intersecting street or alley.

Should the Contractor fail to furnish a sufficient number of traffic and/or pedestrian safety devices, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the following provisions:

1. For placing of barricades - \$5.00 per barricade for the first day or any part thereof and \$3.00 per barricade per day for each day thereafter or any part thereof.

For flashers - \$3.00 per flasher for the first day or any part thereof and \$1.00 per flasher per day for each day thereafter or any part thereof.

For traffic cones - \$3.00 per cone for each day or any part thereof.

2. In the event that the services of the Owner are required between the hours of 3:30 P.M. and 7:30 A.M., **during the normal week or at any**

time on Saturday, Sunday, or a City holiday, there shall be an additional charge to the above set forth minimums of \$161.25 for each service trip required.

Contractor shall relocate, preserve and maintain the visibility of all existing signs within the project limits which affect the flow of traffic, as directed by the Engineer. Any signs which are damaged or found to be missing during the course of construction shall be replaced by the Contractor at his expense as directed by the Engineer. All other signs that interfere with the course of work and are not necessary for the safe flow of traffic will be removed and replaced by the Owner. Traffic control signs include Stop Signs, Speed Limit, Parking Restrictions and other regulatory signs:-

CITY OF CARSON



BID SPECIFICATION MANUAL FOR THE

CDBG Funded ANDERSON PARK IMPROVEMENT PROGRAM

**James Anderson Park
Limited Accessibility Upgrades
19101 S. Wilmington Ave.
Carson, CA 90746**

PRE-BID MEETING

**Thursday, April 27, 2023 @
10:00 a.m.**

**19101 S. Wilmington Ave.
Carson, CA 90746**

BID SUBMITTAL DEADLINE

**Thursday, May 18, 2023 @
05:00 p.m.**

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the **City of Carson** is inviting sealed bids for furnishing all supervision, technical personnel, labor, materials, equipment, and services needed to perform and complete the park improvements described in AP2—WORK DESCRIPTION FORM on public property(ies) located in the City of Carson, California whose address(es) appears on the Work Description Form.

This project is being funded by the City of Carson's Federal Community Development Block Grant program funds. This project is subject to Federal and State Labor Compliance and Wage Rates, whichever is higher. Projects in excess of one hundred thousand dollars (\$100,000.00) are also subject to the Federal Section 3 requirements.

An Optional pre-bid job walk will be conducted on Thursday, April 27, 2023 at 10:00 a.m. on the Project site. Bid Specification Manuals will be available at the site for contractors who do not receive a manual prior to the job walk.

THE WORK TO BE PERFORMED IS SET FORTH, IN DETAIL, IN THE WORK DESCRIPTIONS, CONSTRUCTION DRAWINGS, AND CONCEPTUAL DRAWINGS. ALL WORK INDICATED ON THE DRAWINGS AND IN THE WORK DESCRIPTION, OR VICE VERSA, SHALL BE EXECUTED UNDER THE CONTRACT AS IF INDICATED ON BOTH. ANY ADVERSE CONFLICTS BETWEEN THE ABOVE MENTIONED DOCUMENTS SHALL BE PRESENTED TO THE PROJECT COORDINATOR PRIOR TO BID. CONTRACTOR SHALL NOTE THAT CHANGE ORDERS SHALL NOT BE ACCEPTED FOR WORK OTHER THAN FOR UNFORESEEN CIRCUMSTANCES.

Deadline for submitting bids is **Thursday, May 18, 2023, at 05:00 p.m.**, The contractor's signed bid shall be submitted to **PlanetBids. All of the following documents shall be fully completed and submitted with the bid:**

- Forms A3 through A13
- Federal Lobbyist Certificate (B1)
- Housing & Urban Development Act Section 3 Clause (AP1.4)(if bid is \$100,000 or more)
- Federal Contract Compliance Forms (AP1.7)
- Proof of General Liability Insurance and Workers Compensation
- Form AP2 Work Description and Bid Proposal Form

The electronic bid envelope shall contain only the following bid identification information:

**Anderson Park Improvement Project
Project Name: James Anderson Park
Project Address: 19101 S. Wilmington Ave., Carson, CA 90746**

Any bids received after the submission deadline will be returned unopened. The contract will be awarded to the lowest responsible and responsive bidder.

Prevailing Wage Statement: This project is funded in part or in whole with Community Development Block Grant (CDBG) funds. As such, this is a federally-assisted construction contract. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wage rates, the higher of the two will prevail.

Any contract entered into pursuant to this notice will incorporate the provisions of the Davis-Bacon Act and/or prevailing wage requirements, and Related Acts (DBRA). Copies of applicable Federal prevailing wage rates are attached to the Bid Specification Manual and are on file and available for inspection at the City of Carson, Economic Development Work Group, 1 Civic Plaza Drive, Suite 500, Carson, CA 90745. As an activity that entails the construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, under the provisions of Labor Code Sections 1720 - 1723, this activity constitutes a "public works" project, subject to the payment of State prevailing wage rates. State prevailing wage rates can be viewed/verified at www.dir.ca.gov/dlsr/PWD/index.htm.

In the event of a conflict between Federal and State wage rates, the higher of the two will prevail.

Apprenticeship Program: The Department of Labor (DOL) is solely responsible for the Federal registration and oversight of apprentices and apprenticeship programs in California. Apprentices must be registered with DOL-OA via *Federally Registered Program Sponsors* to be in compliance with Davis Bacon Related Acts (DBRA) requirements.

Federal Apprenticeship Status Verification can be obtained from each apprentice's Sponsor. Please note that not all apprentices and sponsors registered with the State are registered with DOL-OA. The following website lists apprenticeship program sponsors recognized and registered by the DOL-OA (the official name of the program sponsor, along with Street Address, City and State are shown); <http://oa.doleta.gov>.

Each contractor awarded a DBRA-covered contract is responsible for providing the Federal Apprenticeship Status verification documents to the City.

If the contractor is unable to provide the required apprentice documentation or if the documentation provided confirms that a worker is not currently enrolled in a Federally recognized apprenticeship program, the worker must be paid full journeyman hourly wages and fringe benefits for the trade that he/she worked in, as directed by the prevailing wage requirements of the DBRA and outlined in the Federal labor Standards Provisions (HUD Form 4010).

Conflict of Interest: In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions 2 CFR Part 200, and 24 CFR 570.611, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

A full set of Bid Documents to be used for this bid is enclosed herewith. The bid and supporting documents shall be submitted only on the forms which are provided. If requested, the bidder shall submit additional information regarding the bidder's qualifications and financial status.

The contractor shall obtain all required permits within ten (10) days of issuance of the NOTICE TO PROCEED.

The contractor is to maintain the work site in a clean and orderly condition during the course of the work. All materials removed in the completion of the scope of work shall be removed from the site and legally and properly disposed of by the contractor. No materials are to be sold on the site by the contractor.

The City of Carson reserves the right to reject any and all bids and to waive any minor irregularities in the bid documents. Bidders may not withdraw their bid for a period of sixty (60) days after the date set for opening thereof.

Bids will be accepted only from contractors licensed in accordance with the provisions of the Business and Professions Code of the State of California. Prior to contract execution, the contractor and his/her

subcontractors shall obtain a City business license. Prior to beginning work, the contractor must possess a valid California Class "B" Contractor's License or approved "C" license, as required under the provisions of state law.

Questions regarding this Notice or the Bid Specification Manual should be directed to Miguel G. Ramirez, Program Consultant in the Economic Development Work Group at (562) 787-5004.

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ANDERSON PARK IMPROVEMENT PROGRAM CITY OF CARSON, CALIFORNIA

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- A1 - Davis-Bacon Act and Prevailing Wage – Contract Provisions
- A2 - Information for Bidders
- A3 - Bid Proposal
- A4 - Bid Schedule
- A5 - Bidder Information
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SECTION B - CONTRACT INFORMATION & DOCUMENTS

- B1 - Certifications Regarding Lobbyist Requirements and Disclosure of Lobbying Activities

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- AP1 - Federal/State Contract Compliance Provisions & Documents
- AP2 - Work Description and Bid Proposal Form
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SECTION A–BID INFORMATION & DOCUMENTS

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

IMPORTANT NOTICE

FAILURE TO COMPLETE, SIGN (WHERE REQUIRED), AND RETURN THE ATTACHED
PROPOSAL DOCUMENTS WITH YOUR BID MAY RENDER IT NON-REPOSNSIVE

A1–DAVIS BACON ACT – CONTRACT PROVISIONS

**ANDERSON PARK REHABILITATION PROGRAM
CITY OF CARSON, CALIFORNIA**

Prevailing Wage Statement: This contract will be funded in whole or in part with federal assistance from the U.S. Department of Housing and Urban Development, Community Development Block Grant (CDBG) program funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. A copy of the Federal Wage Decision applicable to this project is included in Appendix AP 4.1.

This project is a public work project in the State of California, funded in whole or in part with public funds. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. A copy of the current State prevailing wage rates as of April 20, 2023 are attached in Appendix AP 4.1. State prevailing wage rates can also be viewed/verified at www.dir.ca.gov/dlsr/PWD/index.htm.

The City advises all contractors and subcontractors to familiarize themselves with prevailing wage requirements as set forth on the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov/Public-Works/Contractors.html>

All contractors and subcontractors who plan to bid on this project must first be registered and pay an annual fee with the DIR. Failure to be registered will result in the rejection of the bid. The City will verify public works contractor registration before accepting a bid or awarding a contract using the California Department of Industrial Relations Public Works Contractor (PWC) online Registration Search system.

A PWC 100 filing will be made by the City on behalf of the project owner to the California Department of Industrial Relations in fulfillment of the public works project award notification required by Labor Code Section 1773.3 and 8 Cal. Code Reg. sec. 16451(a).

The contractor is responsible for determining the appropriate Department of Industrial Relations (DIR) classification for the various employees and subcontractors used for a particular project. The rates for each classification are posted on the DIR website at: <http://www.dir.ca.gov/DIRdatabases.html>.

All contractors performing work for the project are responsible for abiding by all applicable prevailing wage laws, including maintaining Department of Industrial Relations (DIR) registration, preparing, maintaining, and uploading Certified Payroll Records to the DIR website, and furnishing the City with Certified Payroll Records upon request.

The City will verify the debarred status of all contractors and subcontractors through the federal General Services Administration System for Award Management System (SAMS) and the State of California List of Debarred Public Works Contractors, prior to the award of a contract.

In the event of a conflict between Federal and State wage rates, the higher of the two will prevail.

Apprenticeship Program: The Department of Labor (DOL) is solely responsible for the Federal registration and oversight of apprentices and apprenticeship programs in California. Apprentices must be registered with

DOL-OA via *Federally Registered Program Sponsors* to be in compliance with Davis Bacon Related Acts (DBRA) requirements.

Federal Apprenticeship Status Verification can be obtained from each apprentice's Sponsor. Please note that not all apprentices and sponsors registered with the State are registered with DOL-OA. The following website lists apprenticeship program sponsors recognized and registered by the DOL-OA (the official name of the program sponsor, along with Street Address, City and State are shown); <http://oa.doleta.gov>.

Each contractor awarded a DBRA-covered contract is responsible for providing the Federal Apprenticeship Status verification documents to the City.

If the contractor is unable to provide the required apprentice documentation or if the documentation provided confirms that a worker is not currently enrolled in a Federally recognized apprenticeship program, the worker must be paid full journeyman hourly wages and fringe benefits for the trade that he/she worked in, as directed by the prevailing wage requirements of the DBRA and outlined in the Federal labor Standards Provisions (HUD-4010 form).

Section 3 Statement: Contracts of \$100,000 or more are subject to the Section 3 construction contract provisions. First preference will be given to a bidder who provides a reasonable bid and is a qualified Section 3 Business Concern. Second preference will be given to a bidder who provides a reasonable bid and commits to achieving the Section 3 employment, training and subcontracting opportunity goals by submitting a written commitment (Economic Opportunity Plan).

Conflict of Interest: In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 2 CFR Part 200 and 24 CFR 570.611 shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Required Posters and Notices: The contractor is responsible for ensuring that all postings and notices required by the Department of Industrial Relations and the U.S. Department of Labor are posted on-site.

A2–INFORMATION FOR BIDDERS

ANDERSON PARK IMPROVEMENT PROGRAM CITY OF CARSON, CALIFORNIA

A2.01 INSPECTION OF SITE OF WORK

Bidders are required to inspect the site(s) of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of his/her examination, a bidder finds facts or conditions which appear to him/her to conflict with the letter or spirit of the contract documents, or with any other data furnished him/her, he/she may apply to the City in writing in accordance with **A2.04 INTERPRETATION OF CONTRACT DOCUMENTS** for additional information and explanation before submitting his/her bid.

The submission of a proposal by the bidder shall constitute the acknowledgment that, if awarded the contract, he/she has relied and is relying on his/her own examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on his/her own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the City. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the above items.

A2.02 EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the bidder has thoroughly examined and is familiar with the contract documents. The bidders' attention is directed to the need for special invoicing for this project. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him/her from any obligations with respect to his/her proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document.

A2.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

All construction indicated under the contract agreement shall be completed within **45 days** of execution of contract. In addition, it is the intention of the City to award a contract to a bidder who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient capital, facilities, and plant to enable him/her to prosecute the work successfully and properly, and to complete it within the time provided for in the contract agreement.

A2.04 INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations will be made to any bidder as to the meaning of the contract documents. Requests for an interpretation shall be made in writing. Interpretations by the City will be in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the contract documents have been issued. All such addenda shall become part of the contract. All questions should be addressed to the Commercial Improvement Program, City of Carson at (562) 787-5004.

A2.05 SOIL INFORMATION

No soils report has been prepared for this project.

A2.06 PROPOSAL

Proposals shall be made on the forms enclosed in **SECTIONS A3–A13** of these specifications without removal from the bound contract documents. All proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the bidder or his/her authorized representative, with his/her address. If the proposal is made by an individual, his/her name, signature and postal address must be shown; if made by firm or partnership, the name and postal address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and postal address of the corporation, and the name and title of the person who signs on behalf of the corporation. Corporate entities must provide a copy of the corporate resolution authorizing the submission of bid for this project and granting authority to sign on behalf of the corporation to the signer, and granting authority to the signer to enter into a contract, if so awarded.

Bidders are warned against making erasures or alterations of any kind, and proposals which contain omissions, erasures or irregularities of any kind may be rejected. No oral, telegraphic or telephonic proposals or modifications will be considered.

In conformance with the Business and Professions Code, Section 7028.15, the Contractor must state clearly his/her license number and expiration date. In addition he/she shall sign a statement that these representations were made under the penalty of perjury. This statement shall be made on **A-5 BIDDER INFORMATION**.

A2.07 ADDENDA

Each proposal shall include specific acknowledgment in the space provided on **A3–BID PROPOSAL** of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

A2.08 BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, and securing all required approvals and permits, except as may be provided otherwise in the contract documents. In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid.

In preparing bid prices bidder represents that he/she has carefully examined the Contract Documents and the site where the work is to be performed and that he/she has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect, in any manner, the performance of the work. The bidder further represents that he/she has studied all surveys and investigation reports about subsurface and physical conditions pertaining to the job site, that he/she has performed such additional surveys and investigations as he/she deems necessary to complete the work at his/her bid price, and that he/she has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.

Except as otherwise specifically provided in the Contract Documents, the City, its officers, staff, and its consultants or agents, and the Department of Housing and Urban Development (HUD) shall not be liable for any loss sustained by the Contractor as a result of any variance of such conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.

The Contractor shall perform an independent quantity take off of the plans and bid accordingly. Quantities listed in the **AP-2-WORK DESCRIPTION FORM** and **A4-BID SCHEDULE** are intended only as a guide for the Contractor as to anticipate the order of magnitude of work. Contractor shall be responsible for verifying all estimated quantities. Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents and shown on the plans.

The Contractor will not be reimbursed for unauthorized work performed outside of that required by the contract documents.

A2.09 TAXES

Not Applicable

A2.10 QUALIFICATION OF BIDDERS

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each bidder on **A6- EXPERIENCE STATEMENT** form provided herewith. Each bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time his/her bid is submitted. The class of license shall be applicable to the work specified in the contract.

It is the intention of the City to award a contract to a bidder who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient capital, facilities, and plant to enable him/her to prosecute the work successfully and properly, and to complete it within the time provided for in the contract agreement.

A2.11 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

Each proposal shall have listed on **A7-DESIGNATION OF SUPPLIERS & SUBCONTRACTORS** provided herewith the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half percent of the total amount of his/her bid. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the contract documents.

A2.12 MODIFICATION OF PROPOSAL

A modification of a bid proposal already received will be considered only if the modification is received prior to the time for the opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid proposal.

A2.13 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn by a written request signed by the bidder, provided such withdrawal is received by the City prior to the Bid Opening. Such requests must be delivered to the City's designated official in the

NOTICE INVITING BIDS. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

A2.14 POSTPONEMENT OF BID OPENING

Not applicable.

A2.15 DISQUALIFICATION OF BIDDERS

If there is reason to believe that collusion exists among the bidders, none of the bids of the participants in such collusion will be considered. 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.

A2.16 REJECTION OF PROPOSALS

The City reserves the right to reject any and all proposals, to waive any irregularity, and to reject any proposals which are incomplete, obscure or irregular; any proposals which omit a bid on any one or more items on which bids are required; which omit unit prices if unit prices are required, in which unit prices are unbalanced in the opinion of the City; which are accompanied by insufficient or irregular bid security; and which are from bidders who have previously failed to perform properly or to complete on time contracts of any nature.

A2.17 AWARD OF CONTRACT

The Award of Contract, if it is awarded, will be made to the lowest responsible and responsive bidder whose bid proposal is not rejected for cause by the City. However, until an award is made, the right will be reserved to reject any or all bids, and to waive technical errors or discrepancies, if to do so is deemed to best serve the interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom it is proposed to make such an award.

Each bidder's attention is directed to the possibility that the award of the project may be delayed for various reasons. The City reserves the right to delay the award of the project for 60 calendar days. After 60 calendar days, the low bidder may at any time request release from its bid without penalty.

A2.18 EXECUTION OF CONTRACT

The contract agreement shall be executed in duplicate by the successful bidder and the property owner and returned, together with the evidences of insurance, within ten (10) calendar days after the Notice of Award, as defined above in Section A2.17 AWARD OF CONTRACT. In case of failure of the successful bidder to execute the contract agreement within ten (10) calendar days after the Notice of Award of Contract, or any subsequent extension approved by City, the City at its option may consider the bidder in default. After execution by the City, one original contract shall be returned to the Contractor.

A2.19 FLEXIBILITY OF BID SCHEDULE

It is the intent of the City to award a contract to the lowest responsible and responsive bidder, and the flexibility shown in the bid schedule is necessary to ensure a project within the City's budget limits and constraints.

A2.20 INSURANCE REQUIREMENTS

Contractor shall maintain in-force:

1. Commercial general liability insurance, all operations, including completed operations, contractual and broad form comprehensive endorsement with combined single limit of \$1,000,000 each occurrence for bodily and/or personal injury, including death and property damage. This policy is to also include an Excess Liability Endorsement with combined single limit of \$1,000,000 each occurrence for bodily and/or personal injury including death and property damage.
2. Workers' Compensation and Employer's Liability Insurance as required by the California Labor Code. Evidence of coverage shall take the form of a Certificate of Insurance or a California Certificate to Self-Insure. Acceptable minimum limits for this coverage are: Workers' Compensation; Statutory in California; Employer's Liability: \$1,000,000.

Contractor shall furnish Certificates of Insurance to City evidencing all required insurance, from an insurer admitted to do business in the State of California, indicating that the respective policy(ies) meets the following requirements: (1) The City, its officers, employees, and agents shall be named as additional insured on the General Liability Insurance; (2) Insurance shall not be canceled or terminated without 30 days written notice to City; (3) General Liability shall be primary and any insurance held by City for its own protection shall be excess and shall be effective only upon exhaustion of Contractor's insurance; (4) Insurance shall be maintained for the duration of the Contract Agreement, including any period extended beyond the expiration date of the Contract Agreement required to complete performance as stipulated in the Contract Agreement and all amendments thereto.

A2.21 RETENTION REQUIREMENTS

The City shall retain 10% of the amount of each approved contract payment request.

In lieu of retainage, the substitution of securities for moneys withheld by the City to ensure performance under the Contract shall be permitted in accordance with the provisions of the Public Contract Code, Section 22300. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the contractor. Upon satisfactory completion of the contract, the securities shall be returned to the contractor.

Alternatively, the Contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of the contractor. At the expense of the contractor, the contractor may direct the investment of the payments into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the contractor. Upon satisfactory completion of the contract, the contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner. Securities eligible for investment shall

include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and the City.

A3-BID PROPOSAL

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

The undersigned, as bidder, declares that he/she has examined all of the contract documents and specifications contained in this project manual for the above referenced project, and that he/she will contract with the City on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: **A3-BID PROPOSAL, A4-BID SCHEDULE, A5-BIDDER INFORMATION, A6-EXPERIENCE STATEMENT, A7-DESIGNATION OF SUPPLIERS & SUBCONTRACTORS, A8-BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE, A9-STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS, A10-NON-COLLUSION AFFIDAVIT (CONTRACTOR), A11-NON-COLLUSION AFFIDAVIT (SUBCONTRACTOR), A12-DEBARMENT & SUSPENSION CERTIFICATION and A13- COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN PREVIOUS CONTRACTS CERTIFICATION, and AP2 - WORK WRITE-UP.** We acknowledge that addenda numbers _____ to _____ have been delivered to us and have been examined as part of the contract documents.

If our proposal is accepted, we agree to provide the required evidences of insurance within ten (10) calendar days after receiving written Notice of Award of Contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the City, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **A2.03 CONTRACT PERIOD / CONSTRUCTION COMPLETION DATE.**

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STATE OF INCORPORATION: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

TELEPHONE NUMBER(S): _____

(If Company is a Corporation, provide corporate resolution per **A2.06 PROPOSAL**)

A4-BID SCHEDULE
ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION D - TECHNICAL SPECIFICATIONS AND MODIFICATIONS**. City reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with the Contract Documents.

The City reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the City.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the Contractor to anticipate the order of magnitude of work. Contractor shall be responsible for verifying all estimated quantities. Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans. Contractor acknowledges receipt and inclusion of addenda _____ to _____ into this proposal.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.

The award of bid will be based in part on the lowest grand total as reported on **A4-BID SCHEDULE**. The specific unit prices shall govern if there is a mathematical discrepancy in the figures.

NAME OF BIDDER: _____

CONTRACTOR'S LICENSE NO.: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

A4-BID SCHEDULE

**ANDERSON COMMERCIAL IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

Bid Item	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Mobilization & Insurance	N/A	LS		
1	Park Improvements per bid specifications	1	EA		
BID SCHEDULE GRAND TOTAL				\$	

The Contractor shall be responsible for calculating and providing unit prices for the Work Description Form and for the total presented in this schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated in completing the work in place per the Work Description Form and plan details.

Bid Schedule Total: \$ _____

Bid Schedule Total (in words): _____

(Company Name of Bidder)

(Authorized Signature)

(Date)

(Contractor's License No.)

(Classifications)

(Contractor's DUNS Number)

It should be noted by the bidders that the estimated quantities are for bidding purposes only and are not to be construed as actual quantities for the bid items listed for the proposed improvements.

The award of bid will be based, in part, on the lowest bid schedule total.

The City reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary due to budget limitations or constraints, and the same shall in no way affect or make void the contract.

A5-BIDDER INFORMATION

**ANDERSON COMMERCIAL IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

BIDDER certifies that the following information is true and correct:

Name of Bidder: _____

Business Address: _____

Telephone: _____ Fax: _____

email: _____

Contractor's License No.: _____ Date Issued: _____ Expiration: _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal: (Name/Title/Address/Telephone #)

Name	Title	Address	Telephone No.

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgement/Date)

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

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes No If yes, provide the following information. (If more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide the Status and any Supplemental Statement regarding the Disqualification: _____

Has your firm been reinstated by this entity? Yes No

Violations of Federal or State Law

A. Has your firm or its officers been assessed any penalties by any City or Agency for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes No: Please Specify Federal or State: _____

If "yes", identify and describe, (including status):

Have the penalties been paid? Yes No

B. Does your firm or its officers have any ongoing investigations by any City or Agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes No Codes/Laws: _____ Section/ Article: _____

If "yes", identify and describe (including status): _____

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this document, **A5-BIDDER INFORMATION** are true and correct.

Executed this _____ day of _____, 20____,
at _____, California.

Authorized Representative Name (print) and Title: _____

Authorized Representative Signature: _____

A6-EXPERIENCE STATEMENT

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

Pursuant to **A2.06 PROPOSAL** and **A2.10 QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Contractor must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The Contractor must be properly licensed to perform the work in this project as determined by the State Contractor's License Board.

Project Title:		Client:
Contract Date:	Project Value:	Subject to Federal Labor Standards: <input type="checkbox"/> Yes <input type="checkbox"/> No
Client Contact Person:		Contact Person Phone No.:
Project Description:		

Project Title:		Client:
Contract Date:	Project Value:	Subject to Federal Labor Standards: <input type="checkbox"/> Yes <input type="checkbox"/> No
Client Contact Person:		Contact Person Phone No.:
Project Description:		

Project Title:		Client:
Contract Date:	Project Value:	Subject to Federal Labor Standards: <input type="checkbox"/> Yes <input type="checkbox"/> No
Client Contact Person:		Contact Person Phone No.:
Project Description:		

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **A6-EXPERIENCE STATEMENT** are true and correct.

Executed this _____ day of _____, 20____, at _____, California.

Authorized Representative Signature: _____
Title: _____

A7-DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

ANDERSON PARK IMPROVEMENT PROGRAM CITY OF CARSON, CALIFORNIA

The following is a list of subcontractors and suppliers, who will perform work or provide materials of value in excess of one-half percent of the total bid price. No subcontractor shall perform work in excess of the amount specified in **A2.11 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS**, without the written approval of the City. Bidder certifies that all reasonable steps have been taken to ensure that WBE/MBE firms have had the opportunity to compete for work under this bid/contract. All subcontracts are required to comply with Federal requirements delineated herein.

The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to CDBG contract requirements as contained herein and in 2 CFR Part 200, as applicable.

Each subcontractor must agree to comply with all applicable Federal, State, and local requirements, in addition to those set forth in this section.

Prior to approval of any subcontract, the City's CDBG representative will check proposed subcontractors against the listing of Contractors debarred, ineligible, suspended, or indebted to the United States from contractual dealing with government departments, as detailed in the federal General Services Administration System for Award Management (SAM) and the California Division of Labor Standards Enforcement listing of debarred contractors.

Bidders for a lower tier covered transaction are subject to 2 CFR 200.213 regarding the award of contracts to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." Also, bidders for a lower tier covered transaction for a subcontract greater than \$100,000 are subject to 24 CFR Part 87, "New Restrictions on Lobbying". Therefore, subcontractors must include a "Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions and Lobbying: (Appendix **AP1-FEDERAL/STATE CONTRACT COMPLIANCE PROVISIONS & DOCUMENTS**, "Required Contract Provisions – Federal Aid Construction Contracts", Parts XI and XII.)

All subcontracts in excess of \$10,000 shall include, or incorporate by reference, the Equal Opportunity Clause of Executive Order 11246.

All subcontracts must contain a nondiscrimination clause.

EACH SUBCONTRACT MUST CONTAIN A REQUIREMENT FOR COMPLIANCE WITH THE DAVIS-BACON AND RELATED ACTS.

Each subcontractor must submit each weekly payroll records and a weekly statement of compliance. These documents should be submitted to the prime Contractor. The subcontractor can satisfy these requirements by submitting a properly completed Department of Labor Form WH-347 (included in Appendix **AP1-FEDERAL/STATE CONTRACT COMPLIANCE PROVISIONS & DOCUMENTS**).

Each subcontract with every subcontractor must contain a clause committing the subcontractor to employment of local labor to the maximum extent possible.

Subcontractors performing work in areas covered by published goals for minorities will be required to report monthly on Form CC-257 (included in Appendix **AP1-FEDERAL/STATE CONTRACT COMPLIANCE PROVISIONS & DOCUMENTS**).

DESIGNATED SUBCONTRACTORS AND SUPPLIERS

Company Name	Contractor License Number	DUNS Number	Work Subcontracted	
Address	Phone	Employer Tax I.D.	Approximate Subcontract Amount	<input type="checkbox"/> MBE <input type="checkbox"/> WBE

Company Name	Contractor License Number	DUNS Number	Work Subcontracted	
Address	Phone	Employer Tax I.D.	Approximate Subcontract Amount	<input type="checkbox"/> MBE <input type="checkbox"/> WBE

Company Name	Contractor License Number	DUNS Number	Work Subcontracted	
Address	Phone	Employer Tax I.D.	Approximate Subcontract Amount	<input type="checkbox"/> MBE <input type="checkbox"/> WBE

Company Name	Contractor License Number	DUNS Number	Work Subcontracted	
Address	Phone	Employer Tax I.D.	Approximate Subcontract Amount	<input type="checkbox"/> MBE <input type="checkbox"/> WBE

Company Name	Contractor License Number	DUNS Number	Work Subcontracted	
Address	Phone	Employer Tax I.D.	Approximate Subcontract Amount	<input type="checkbox"/> MBE <input type="checkbox"/> WBE

These representations are being made under the penalty of perjury. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity and Davis-Bacon Act and Related Acts and State Prevailing Wage obligations.

Name of Bidder: _____

Authorized Signature: _____ Title: _____ Date: _____

Complete additional pages as necessary. All pages must be signed.

A8-BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **A2.20 INSURANCE REQUIREMENTS**. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

A9—STATEMENT REGARDING THE CONTRACTOR'S LICENSING LAWS

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON CALIFORNIA**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

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

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency in engage in the business or act in the capacity of a contractor within this state without having a license therefor**, except in any of the following cases:
 - (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20103.5 of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The

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

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

Public Contract Code § 20103.5:

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

Name of Bidder: _____

Contractor's License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Title _____

Date: _____

A10–NON-COLLUSION AFFIDAVIT (CONTRACTOR)

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

[Title 23 United States Code § 112]
[Public Contract Code § 7106]

_____ being first duly sworn, deposes and says that
he or she is _____
(sole owner, partner, president, secretary, etc.)
of _____
the party submitting a bid for a contract covering _____

(describe the nature of contract)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly, colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his/her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, at _____, California.

Authorized Signature: _____ Title: _____

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 20_____, by _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

(Seal)

A11–NON-COLLUSION AFFIDAVIT (SUBCONTRACTOR)

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

_____ being first duly sworn, deposes and says that
he or she is _____

(sole owner, partner, president, secretary, etc.)

of _____
the party submitting a bid for a contract covering _____

(describe the nature of subcontract)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly, colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his/her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, at _____, California.

Authorized Signature: _____ Title: _____

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this _____ day of
_____ 20_____, by _____

proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.

Signature _____

(Seal)

A12-DEBARMENT & SUSPENSION CERTIFICATION

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, or manager:

- a is not under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal or state agency.
- b has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal or state agency within the past 3 years.
- c does not have a proposed federal or state debarment pending.
- d has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Authorized Signature: _____ Date: _____

Title: _____

A13-COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN PREVIOUS CONTRACTS
CERTIFICATION

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS
CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY
CLAUSE AND THE FILING OF REQUIRED REPORTS

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: _____ Project Number: _____ Contract Award: \$ _____

Awarding Agency: _____

Contractor Name: _____ Total Number of Employees: _____

Affiliate Company: _____

By: _____ Title: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972) with 100 or more employees EXCLUDING State and local governments, primary and secondary school systems, institutions of higher education, Indian tribes and tax-exempt private membership clubs other than labor organizations;

OR

- (2) Subject to Title VII who have fewer than 100 employees if the company is owned or affiliated with another company, or there is centralized ownership, control or management (such as central control of personnel policies and labor relations) so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) are not exempt as provided for by 41 CFR 60-1.5,
- (2) have 50 or more employees, and
 - a. are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
 - b. serve as a depository of Government funds in any amount, or
 - c. is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Notes.

Only those establishments located in the District of Columbia and the 50 states are required to submit Standard Form 100. No reports should be filed for establishments in Puerto Rico, the Virgin Islands or other American Protectorates.

SECTION B—CONTRACT INFORMATION & DOCUMENTS

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

B1-CERTIFICATIONS REGARDING LOBBYIST REQUIREMENTS AND DISCLOSURE OF LOBBYING
ACTIVITIES

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

**Federal Lobbyist Requirements
Certification**

Name of Firm:		Date:
Address:		
State	Zip Code:	Phone No.:

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the body awarding this federally assisted construction contract:

1. No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
3. The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

NOTE: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

_____	_____
Contractor/Subcontractor	Date
_____	_____
Signature	Title

SECTION C

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

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SECTION D - TECHNICAL SPECIFICATIONS AND MODIFICATIONS

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

APPENDICES

ANDERSON PARK IMPROVEMENT PROGRAM CITY OF CARSON, CALIFORNIA

- AP1 - Federal/State Contract Compliance provisions & Documents
- AP2 - Work Description and Bid Proposal Form
- AP3 - Construction Plans – 11" x 17"

AP1–FEDERAL/STATE CONTRACT COMPLIANCE DOCUMENTS & FORMS
ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA

- AP1.1 - Federal Equal Opportunity / Affirmative Action Requirements
- AP1.2 - Federal Labor Standards Provisions (including Davis-Bacon Act requirements; Contract Work Hours & Safety Standards Clauses; Copeland Anti-Kickback Act Clause; and Employment of Apprentices/Trainees Clauses)
- AP1.3 - Federal Davis-Bacon Act Prevailing Wage Rates & State of California Department of Industrial Relations general Prevailing Wage Determinations
- AP1.4 - Housing & Urban Development Act Section 3 Clause regarding economic opportunities for lower income residents
- AP1.5 - Contracting with Small and Minority Firms, Women Business Enterprises and Labor Surplus Firms
- AP1.6 - Compliance with Federal Clean Air & Clean Water Acts
- AP1.7 - Federal Contract Compliance Forms

AP1.1–FEDERAL EQUAL OPPORTUNITY / AFFIRMATIVE ACTION REQUIREMENTS

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

**FEDERAL EQUAL EMPLOYMENT OPPORTUNITY/
AFFIRMATIVE ACTION REQUIREMENTS**

1. **EQUAL OPPORTUNITY CLAUSE.** During the performance of this contract, the contractor agrees as follows:
- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or outstanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempt by rules, regulations, or orders of the secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (*Executive Order 11246*).

- a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Timetables	
Goals for Minority Participation for Each Trade	Goals for Female Participation in Each Trade
28.3%	6.9%

These goals are acceptable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3 (a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be given a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of

\$10,000 at any tier for construction work under contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

- d. As used in this notice, and in the contract resulting from this solicitation, the “covered area” is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS (Executive Order 11246)

- a. As used in these specifications:

- (1) “Covered area” means the geographical area described in the solicitation from which this contract resulted;
- (2) “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any persons to whom the Director delegates authority;
- (3) “Employer identification number” means the Federal Social Security Number used on the Employer’s Quarterly Federal Tax Return, United States Treasury Department Form 941.
- (4) “Minority” includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
 - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which contract resulted.

- c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the Equal Opportunity Clause, and to make a good faith

effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- d. The contractor shall implement the specific affirmative action standards provided in Paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be conducted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.
- g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foreman, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority and female individuals working at such sites or in such facilities.
 - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - (3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the

contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with reason therefor, along with whatever additional actions the contractor may have taken.

- (4) Provide immediate written notification to the Director where the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or women sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under Paragraph 3g (2), above.
- (6) Disseminate the contractor's equal employment opportunity (EEO) policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, such matter discussed, and disposition of the subject matter.
- (8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- (9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. No later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the side and in other areas of a contractor's work force.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - (14) Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations which assist fulfilling one or more of their affirmative action obligations described in Paragraphs 3g (1) through (16), above. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 3g (1) through (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
- i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- j. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- l. The contractor shall carry out such sanctions and penalties for violation of these specifications of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing

regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanction and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

- m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.8.
- n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hour worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- p. The Director from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade, shall be published as notices in the Federal register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

4. SPECIFIC EEO REQUIREMENTS. For a federally assisted construction contract in excess of \$10,000, the contractor/subcontractor shall:

- a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing Required Reports.
- b. Submit a notification of the subcontracts awarded to the Director, U.S. Department of Labor for OFCCP, 90 7th Street, Suite # 18-300, San Francisco, CA 94103-1516, within 10 working days of award of any subcontract in excess of \$10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

- c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.
- d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.
- e. For contracts in excess of \$10,000, bind subcontractors to the Federal equal employment opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.
- f. Upon commencement of construction work and until the work is completed, forward the Monthly Employment Utilization Report (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the Contractor's List of Federal and Non-Federal Work in Bid Condition Area to the monthly report.

- 5. **CIVIL RIGHTS ACT OF 1964.** Under Title IV of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- 6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with funds made available under this Title.
- 7. **THE AGE DISCRIMINATION ACT OF 1975.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
- 8. **REHABILITATION ACT OF 1973.** No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

AP1.2–FEDERAL LABOR STANDARDS PROVISIONS

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(ii) (b) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iii) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2 Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3 (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iv) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

AP1.3—FEDERAL DAVIS-BACON ACT PREVAILING WAGE RATES & STATE
OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS GENERAL
PREVAILING WAGE DETERMINATIONS

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

NOTE: The Federal wage rates attached hereto may be subject to modification by the U.S. Department of Labor. In the event of any such modification prior to the issuance of the Notice of Award of Contract and affecting said contract, the City shall provide written notification of such modification in the form of a bid/contract addendum. Contractor shall view/verify State prevailing wage decision rates at www.dir.ca.gov/dlsr/PWD/index.htm.

AP1.4-HOUSING & URBAN DEVELOPMENT ACT SECTION 3 CLAUSE

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

Section 3 Bid Package

ITEM

PURPOSE

Section 3 Clause:

This is a Section 3 Covered housing rehabilitation, housing construction or other public construction project. The provisions of 24 CFR 135.38 apply to contracts and subcontracts of \$100,000 or more.

Section 3 Bid Preference:

A bid preference is available to contractors who submit a reasonable bid and commit to achieving the Section 3 employment or subcontracting goals. First preference will be given to bidders who are a Section 3 Business at the time of bid. Second preference will be given to bidders who make a written commitment to meet the Section 3 goals through hiring and subcontracting.

Business Certification:

Used to document the status of a bidder or subcontractor as a Section 3 Business or as a business that is making a written commitment to meet the Section 3 goals through hiring or subcontracting to other Section 3 Businesses.

Economic Opportunity Plan:

Used to document that a bidder is making a written commitment to meet the Section 3 goals through new hires or subcontracting to other Section 3 Businesses. Subcontracted Section 3 Businesses must be documented with the Business Certification as a Section 3 business at the time of bid.

Outreach Efforts:

The successful bidder will be required to post a listing of all job openings (construction and non-construction) at the site of construction, City Hall, local community based employment agencies, and any trade unions or worker's representative organizations to which the contractor is a signatory. Contractors may utilize the Notice of Section 3 Commitment form for this purpose.

Resident Certifications:

*Used to document each individual claimed on a Business Certification form as a Section 3 Resident (owners or employees) and to document new hires. **Must be submitted at time of bid.***

Economic Opportunity Report:

Section 3 covered contractors are required to submit a Section 3 Economic Opportunity Report on July 1st and with their final Certified Payroll Report to document all Section 3 hiring activity and outreach efforts during the project.

Section 3 Clause

24 CFR Part 135

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall; describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the persons taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that the greatest extent feasible; (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Section 3 Bid Preference Evaluation and Contract Award Criteria

First preference for this contract award will be given to a bidder who provides a reasonable bid and is a qualified Section 3 Business Concern. Second preference will be given to a bidder who provides a reasonable bid and commits to achieving the Section 3 employment, training and subcontracting opportunity goals by submitting a written commitment (Economic Opportunity Plan).

Prior to determining preference based on Section 3 responsiveness, the City will evaluate all bids received to determine which bidders are responsive to all of the other contract requirements (excluding Section 3). Those bids that meet all of the other project requirements besides Section 3 are deemed responsive and responsible bidders who may then be evaluated to determine if a bid preference shall be given based on responsiveness to Section 3.

A Section 3 responsive bidder is a bidder that submits a Section 3 Business Certification form with the bid, and:

1. Qualifies as a Section 3 Business concern because the business:
 - Provides the Section 3 Resident Certification form(s) for each qualified owner or employee to document that the business is:
 - 51% owned by Section 3 Residents, or
 - 30% or more of its permanent full-time employees are Section 3 Residents.

- OR -

2. Makes a written commitment by submitting a Section 3 Economic Opportunity Plan with their bid indicating that the bidder will:
 - Hire at least 30 percent aggregate new-hires that are Section 3 Residents, and
 - Provide the Section 3 Resident Certification form(s) for 30 percent of the new hires it commits to make during the course of the project, or
 - Subcontracts 25 percent or more of the bid amount to Section 3 Business Concern(s), and
 - Ensure that the Business Concern(s) provide Section 3 Resident Certification form(s) for each owner or employee claimed as a Section 3 Resident.

If the contract is awarded based upon the written commitment, the contractor will be responsible to document all outreach efforts made to recruit Section 3 resident new-hires. Additionally, the recipient of a Section 3 contract who commits to the Section 3 goal is required to submit a Section 3 Economic Opportunity Report by July 1st or with their final Certified Payroll Report submission, whichever occurs first.

A Section 3 non-responsive bidder is a bidder that:

1. Fails to provide a Section 3 Business Certification form with appropriate supporting documentation to demonstrate that the bidder is a Section 3 Business; or
2. Fails to document that their intention to meet the Section 3 goals by submitting a Section 3 Business Certification form and an Economic Opportunity Plan with the bid response.

In order for bid to receive preference based on Section 3 responsiveness over other bidder(s) that are non-responsive to Section 3, the bid must be reasonable. If the bid is not reasonable, the preference may not be given and the contract shall be awarded to the lowest responsible bidder.

A reasonable bid is not more than the value of "X" higher than the lowest bid. This is determined as follows:

1. The actual dollar amount of the lowest bid, **PLUS**
2. The **“X” FACTOR**, which is the lesser of:
 - a. The dollar amount of the required percentage listed on the chart below of the lowest bid, or
 - b. The actual dollar amount listed on the chart below.
3. This equals the **MAXIMUM ACCEPTABLE BID**, thus defining the Zone of Consideration.

Zone of Consideration

If the Lowest Bid is		The “X” FACTOR is the lesser of	
At Least	But Less Than		
\$100,000	N/A	10%	\$9,000
\$100,000	\$200,000	9%	\$16,000
\$200,000	\$300,000	8%	\$21,000
\$300,000	\$400,000	7%	\$24,000
\$400,000	\$500,000	6%	\$25,000
\$500,000	\$1,000,000	5%	\$40,000
\$1,000,000	\$2,000,000	4%	\$60,000
\$2,000,000	\$4,000,000	3%	\$80,000
\$4,000,000	\$7,000,000	2%	\$105,000
\$7,000,000		1.5%	

The City uses the Section 3 Bid Evaluation Memorandum to document its analysis of bids to determine whether or not preference will be given.

In the event that all bidders are non-responsive to Section 3, or that the only Section 3 responsive bidders are outside of the Zone of Consideration, the provisions of the Section 3 Clause remain in effect for the duration of the contract. This means that if any new hiring is undertaken by firms with a Section 3 Covered contract or subcontract, 30 percent of the aggregate new hires shall be Section 3 Residents. Hiring activity on the part of Section 3 Covered contractors shall be documented on the Section 3 Economic Opportunity Report. In the event that no new hires were made, the contractor shall indicate this on the Section 3 Economic Opportunity Report and shall be responsible for the submittal of the report on July 1st or with the final Certified Payroll Report, whichever occurs first.

Section 3 Business Certification Form
Federal Compliance Form – To be submitted with Bid to be Responsive to Section 3

PROJECT NAME _____

PROJECT NUMBER _____

BID/CONTRACT AMOUNT _____

BUSINESS NAME _____

BUSINESS ADDRESS _____

TELEPHONE NUMBER _____

LICENSE NUMBER _____

EMPLOYER IDENTIFICATION NUMBER _____

DUNS NUMBER _____

1. The above named business is a Section 3 Business Concern based on the following qualifications:

51-percent owned by Section 3 Residents

Number of Section 3 Resident Owners: _____ / Number of Owners: _____ = _____ %
(Attach Resident Certifications for all Section 3 owners claimed)

At least 30-percent of permanent, full-time employees are Section 3 Residents

Number of Section 3 employees _____ / all full-time employees _____ = _____ %
(Attach Resident Certifications for all Section 3 employees claimed)

2. The above named business is not a Section 3 business Concern, but commits to meeting the Section 3 goal on this project by:

Making a Written Commitment – (Submit Section 3 Economic Opportunity Plan)

The Section 3 Economic Opportunity Plan (attached) submitted by our company declares our intention to incorporate Section 3 into our normal hiring practices beginning with all openings effective on or after the date of contract award, with the goal of becoming a Section 3 Business Concern. On this project, our company will:

Hire Section 3 qualified residents at least 30-percent aggregate new hire positions, and/or
Subcontract 25-percent or more of the contract amount to Section 3 Businesses.

(Attach the Section 3 Economic Opportunity Plan, Business Certifications for all Section 3 subcontracts claimed, and collect Section 3 Resident Certifications throughout the duration of the project)

The undersigned declares that the above information is complete and correct.

OWNER/PRINCIPAL NAME _____

SIGNATURE _____

DATE _____

For the pages bearing the heading “Section 3 Worker and Targeted Section 3 Worker Certification Community Development Financial Assistance” the following are the updated income levels:

Employee Residing in Los Angeles County

For new hires:

___ Current annual income is \$66,750 or less	2022 Income Limit
---	-------------------

For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income).

Year Hired	Applicable Income Limit	Income Standard
2022	___ Annual income for 2021 was \$66,250 or less	2021 Income Limit
2021	___ Annual income for 2020 was \$63,100 or less	2020 Income Limit
2020	___ Annual income for 2019 was \$58,450 or less	2019 Income Limit
2019	___ Annual income for 2018 was \$54,250 or less	2018 Income Limit
2018	___ Annual income for 2017 was \$50,500 or less	2017 Income Limit

Employee Residing in San Bernardino or Riverside County

For new hires:

___ Current annual income is \$49,300 or less	2022 Income Limit
---	-------------------

For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income).

Year Hired	Applicable Income Limit	Income Standard
2022	___ Annual income for 2021 was \$44,250 or less	2021 Income Limit
2021	___ Annual income for 2020 was \$42,200 or less	2020 Income Limit
2020	___ Annual income for 2019 was \$40,250 or less	2019 Income Limit
2019	___ Annual income for 2018 was \$37,750 or less	2018 Income Limit
2018	___ Annual income for 2017 was \$36,150 or less	2017 Income Limit

Employee Residing in Orange County

For new hires:

___ Current annual income is \$75,900 or less	2022 Income Limit
---	-------------------

For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income).

Year Hired	Applicable Income Limit	Income Standard
2022	___ Annual income for 2021 was \$73,500 or less	2021 Income Limit
2021	___ Annual income for 2020 was \$71,750 or less	2020 Income Limit
2020	___ Annual income for 2019 was \$66,500 or less	2019 Income Limit
2019	___ Annual income for 2018 was \$61,250 or less	2018 Income Limit
2018	___ Annual income for 2017 was \$58,450 or less	2017 Income Limit

Employee Residing in San Diego County

For new hires:

___ Current annual income is \$72,900 or less	2022 Income Limit
---	-------------------

For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income).

Year Hired	Applicable Income Limit	Income Standard
2022	___ Annual income for 2021 was \$67,900 or less	2021 Income Limit
2021	___ Annual income for 2020 was \$64,700 or less	2020 Income Limit
2020	___ Annual income for 2019 was \$59,950 or less	2019 Income Limit
2019	___ Annual income for 2018 was \$54,500 or less	2018 Income Limit
2018	___ Annual income for 2017 was \$50,950 or less	2017 Income Limit

Employee Residing in Ventura County

For new hires:

___ Current annual income is \$70,250 or less	2022 Income Limit
---	-------------------

For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income).

Year Hired	Applicable Income Limit	Income Standard
2022	___ Annual income for 2021 was \$63,250 or less	2021 Income Limit
2021	___ Annual income for 2020 was \$63,250 or less	2020 Income Limit
2020	___ Annual income for 2019 was \$58,600 or less	2019 Income Limit
2019	___ Annual income for 2018 was \$56,800 or less	2018 Income Limit
2018	___ Annual income for 2017 was \$55,950 or less	2017 Income Limit

Employee Residing in Kern County

For new hires:

___ Current annual income is \$43,650 or less	2022 Income Limit
---	-------------------

For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income).

Year Hired	Applicable Income Limit	Income Standard
2022	___ Annual income for 2021 was \$39,150 or less	2021 Income Limit
2021	___ Annual income for 2020 was \$39,150 or less	2020 Income Limit
2020	___ Annual income for 2019 was \$36,300 or less	2019 Income Limit
2019	___ Annual income for 2018 was \$33,450 or less	2018 Income Limit
2018	___ Annual income for 2017 was \$33,550 or less	2017 Income Limit

On the "Section 3 Summary Labor Report", the paragraphs above where the person is signing "Under the penalty of perjury, I certify that the above information is true and correct" should now read as follows:

If both of your labor hour percentage calculations for Section 3 Workers and Targeted Section 3 Workers are below the respective 2022 HUD Section 3 Benchmarks and you have met all of the prioritization of employment and training, and contracting requirements, please sign the certification below for the information entered above, and complete Section 2 of this form below.

If both of your labor calculation percentages for Section 3 Workers and Targeted Section 3 Workers meet or exceed the 2022 HUD Benchmark minimums, then please

Section 3 Economic Opportunity Plan

Must be submitted with Bid if Box 2 is checked on the Section 3 Business Certification

NOTE: THIS SUBMITTAL MUST INCLUDE NUMERICAL GOALS IN ORDER TO BE RESPONSIVE TO SECTION 3. PART I or PART II MUST REFLECT NUMERICAL HIRING OR CONTRACTING GOALS.

NAME AND ADDRESS OF CONTRACTOR	FEDERAL IDENTIFICATION: (CONTRACT NO.)	DOLLAR AMOUNT OF BID/AWARD:
	CONTACT PERSON	BID OPENING DATE

	PHONE	FAX
--	-------	-----

Part I: Employment and Training Commitment

Job Classification	Total New hires	Section 3 New hires	% New hires who are Section 3 Residents
Professionals			%
Technicians			%
Office/Clerical			%
Trade:			%
Total:			%

Part II: Contract Award Commitment to Section 3 Businesses (Subcontractors, Suppliers, etc.)

Name of Section 3 business concern	Specify construction or non-construction contract	Contract Amount
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total:		\$
Percentage of the Prime Contract to be awarded to Sect. 3 Business Concerns:		%

Sample Outreach Efforts for Contractors Seeking to Hire Section 3 Residents

A Section 3 responsive bidder who commits to hire Section 3 Residents by directing employment and training opportunities toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, may use any combination of outreach efforts to meet the Section 3 commitment made when a Section 3 Economic Opportunity Plan has been submitted.

REMEMBER: All employees of a business/firm count toward meeting your Section 3 compliance goals—Section 3 New Hires do not have to be construction workers, they just have to be a part of your permanent, full-time staff.

- At the beginning of the project, and subsequently as positions become available, the Notice of Section 3 Commitment shall be submitted to and/or posted at the following locations:
 - At the site of construction; and
 - At any trade unions or worker’s representatives organizations to which the contractor is a signatory.
- Submit a request for dispatch of apprentices to local apprenticeship committees.
- Enter into “first-source” hiring agreements with organizations representing Section 3 residents, such as a local Workforce Investment Board.
- Sponsor a HUD-certified “Step-Up” employment and training program for Section 3 residents.
- Advertise training and employment positions by distributing flyers (Notice of Section 3 Commitment or other flyer that identifies the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development(s) adjacent to the project site.
- Post training and employment position flyers in public housing developments, offices of the local government, and other conspicuous places.
- Contact State-approved apprenticeship programs to gain access to potentially low-income residents who are actively seeking job-placement and training.
- Contact agencies administering HUD Youth build programs, and requesting their assistance to recruit current HUD Youth build program participants who are in need of permanent placement.
- Advertise any positions to be filled through the local media, such as community television networks, newspapers of general circulation, or commonly-used job placement websites such as www.monster.com or indeed.com.

Section 3 Resident Certification
Employee Residing in Los Angeles County
Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

NAME _____

ADDRESS _____

I hereby certify that I am a Section 3 resident; based on the following qualification(s):

1. I am a Public Housing Resident:

NAME OF PUBLIC HOUSING SITE _____

ADDRESS OF PUBLIC HOUSING SITE _____

2. I am a low-income resident of the metropolitan area and:

2020 INCOME LIMITS

My household Size is:	My household's gross annual income from all sources is:
<input type="checkbox"/> 1	\$63,100 or less
<input type="checkbox"/> 2	\$72,100 or less
<input type="checkbox"/> 3	\$81,100 or less
<input type="checkbox"/> 4	\$90,100 or less
<input type="checkbox"/> 5	\$97,350 or less
<input type="checkbox"/> 6	\$104,550 or less
<input type="checkbox"/> 7	\$111,750 or less
<input type="checkbox"/> 8	\$118,950 or less

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

EMPLOYEE SIGNATURE _____

DATE _____

To be Completed by Employer:

The above-named person was hired previous to this certification on: _____

The above-named person is a new hire as of: _____

The above-named person's job title is: _____

Company Name: _____

Employer Name/Signature: _____

Section 3 Resident Certification
Employee Residing in Orange County
Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

NAME _____

ADDRESS _____

I hereby certify that I am a Section 3 resident; based on the following qualification(s):

1. I am a Public Housing Resident:

NAME OF PUBLIC HOUSING SITE _____

ADDRESS OF PUBLIC HOUSING SITE _____

2. I am a low-income resident of the metropolitan area and:

2020 INCOME LIMITS

My household Size is:	My household's gross annual income from all sources is:
<input type="checkbox"/> 1	\$71,750 or less
<input type="checkbox"/> 2	\$82,000 or less
<input type="checkbox"/> 3	\$92,250 or less
<input type="checkbox"/> 4	\$102,450 or less
<input type="checkbox"/> 5	\$110,650 or less
<input type="checkbox"/> 6	\$118,850 or less
<input type="checkbox"/> 7	\$127,050 or less
<input type="checkbox"/> 8	\$135,250 or less

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

EMPLOYEE SIGNATURE _____

DATE _____

To be Completed by Employer:

The above-named person was hired previous to this certification on: _____

The above-named person is a new hire as of: _____

The above-named person's job title is: _____

Company Name: _____

Employer Name/Signature: _____

Section 3 Resident Certification
Employee Residing in San Bernardino County / Riverside County
Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

NAME _____

ADDRESS _____

I hereby certify that I am a Section 3 resident; based on the following qualification(s):

1. I am a Public Housing Resident:

NAME OF PUBLIC HOUSING SITE _____

ADDRESS OF PUBLIC HOUSING SITE _____

2. I am a low-income resident of the metropolitan area and:

2020 INCOME LIMITS

My household Size is:	My household's gross annual income from all sources is:
<input type="checkbox"/> 1	\$42,200 or less
<input type="checkbox"/> 2	\$48,200 or less
<input type="checkbox"/> 3	\$54,250 or less
<input type="checkbox"/> 4	\$60,250 or less
<input type="checkbox"/> 5	\$65,100 or less
<input type="checkbox"/> 6	\$69,900 or less
<input type="checkbox"/> 7	\$74,750 or less
<input type="checkbox"/> 8	\$79,550 or less

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

EMPLOYEE SIGNATURE _____

DATE _____

To be Completed by Employer:

The above-named person was hired previous to this certification on: _____

The above-named person is a new hire as of: _____

The above-named person's job title is: _____

Company Name: _____

Employer Name/Signature: _____

Section 3 Resident Certification
Employee Residing in San Diego County
Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

NAME _____

ADDRESS _____

I hereby certify that I am a Section 3 resident; based on the following qualification(s):

1. I am a Public Housing Resident:

NAME OF PUBLIC HOUSING SITE _____

ADDRESS OF PUBLIC HOUSING SITE _____

2. I am a low-income resident of the metropolitan area and:

2020 INCOME LIMITS

My household Size is:	My household's gross annual income from all sources is:
<input type="checkbox"/> 1	\$64,700 or less
<input type="checkbox"/> 2	\$73,950 or less
<input type="checkbox"/> 3	\$83,200 or less
<input type="checkbox"/> 4	\$92,400 or less
<input type="checkbox"/> 5	\$99,800 or less
<input type="checkbox"/> 6	\$107,200 or less
<input type="checkbox"/> 7	\$114,600 or less
<input type="checkbox"/> 8	\$122,000 or less

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

EMPLOYEE SIGNATURE _____

DATE _____

To be Completed by Employer:

The above-named person was hired previous to this certification on: _____

The above-named person is a new hire as of: _____

The above-named person's job title is: _____

Company Name: _____

Employer Name/Signature: _____

Notice of Section 3 Commitment
Submit with Bid, Post at Jobsite, Forward to Labor Unions

TO: _____
 (NAME OF LABOR UNION, WORKERS REPRESENTATIVE, ETC.)

 ADDRESS

 NAME OF BUSINESS/CONTRACTOR

 PROJECT NAME

 PROJECT NUMBER

The undersigned currently holds a contract with _____ involving federal housing and community development assistance from the U.S. Department of Housing and Urban Development, or has a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated to the greatest extent feasible, to give opportunities for employment and training to lower income residence of the project area and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by project area residence.

The minimum number and job titles for current employment opportunities under Section 3 are:

Minimum Number	Job Classification

Regarding job referrals, request that consideration be given to the assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is _____.

For additional information, please contact:

_____, _____ at (____) _____
 PERSON'S NAME TITLE PHONE

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

 PRINT NAME

 SIGNATURE

 DATE

 TITLE

Section 3 Economic Opportunity Report

If a Section 3 Economic Opportunity Plan was submitted with the Bid, or upon request, Submit with Final Certified Payroll Report or on July 1st, whichever occurs first.

CONTRACTOR NAME AND ADDRESS	PROJECT NUMBER:	DOLLAR AMOUNT OF CONTRACT:
	CONTRACTOR CONTACT PERSON:	PHONE: (INCLUDE AREA CODE)
	DATE REPORT SUBMITTED:	DATE(S) COVERED:
	CONTRACTOR'S LICENSE NUMBER AND CLASS:	FEDERAL EIN:

Part I: Employment/Training of Section 3 Residents (Minimum Goal: 30% of New Hires)

Job Category	Number of New Hires	Number of New Hires that are Section 3 Residents	% of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	% of Total Staff Hours for Section 3 Employees and Trainees	Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Trade:					
TOTALS:			%	%	

Part II: Subcontracts Awarded (Minimum Subcontract Goal is 25% of the Prime Contract Amount)

Number of Subcontracts awarded:	Number of Section 3 Businesses Contracted:	
Name of Qualified Business Concern	Construction or Non-construction Contract	Amount
		\$
		\$
		\$
		\$
Total Dollar Amount of Subcontracts awarded to Section 3 qualified Business Concerns:		\$
Dollar Amount of All Subcontracts:		\$
Percentage of the total dollar amount awarded to qualified Business Concerns:		%

Part III: Summary of the efforts that were made to generate economic opportunities

- Trained and/or Employed _____ low-income individuals equal to _____(%) of the aggregate new hires. (Attach Resident Certifications)
- Awarded a Subcontract to _____ qualified Business Concerns equal to _____(%) of the contract amount. (Attach Business Certifications)
- Attempted to recruit low-income individuals through:
 - Advertised through local media, television, radio, newspaper (Attach copy of (advertisement)
 - Signs prominently displayed at the projectsite
 - Contacts with community organizations
 - Contacted management to notify residents and posted or distributed flyers at public housing authority (Attach list)
- Participated in a HUD program or other program which promotes the training or employment of low-income individuals
- Participated in a HUD program or other program which promotes the award of contracts to Section 3 Qualified Business Concerns
- Contacted agencies administering HUD Youth-Build programs. (Attach list)
- Maintained a file of eligible qualified low-income Residents and qualified Business Concerns for future employment.

OTHER: (Describe and attach supporting documentation)

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief.

Under the penalty of perjury, I certify that the above information is true and correct.

SIGNATURE

DATE

TITLE

PHONE

AP1.5—CONTRACTING WITH SMALL AND MINORITY FIRMS,
WOMEN BUSINESS ENTERPRISES AND LABOR SURPLUS FIRMS

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

Minority and Women-Owned Business Enterprise Plan

Federal Contract Provision

A. Background

The Awarding Agency is a recipient of federal housing and community development assistance through the U.S. Department of Housing and Urban Development (HUD). 2 CFR 200.231 requires that non-Federal entities must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This requirement is applicable to contracting and subcontracting opportunities funded in whole or in part with federal housing and community development assistance.

Further, the Awarding Agency is required to submit a report to HUD pertaining to the Awarding Agency's Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) contracting and subcontracting activity generated through the expenditure of HUD funds.

B. Policy

For the purpose of this contract award, the Awarding Agency shall utilize MBE/WBE firms to the greatest extent possible, feasible and legally permissible. This MBE/WBE Plan is guided by the preceding federal regulations and all other related federal and state laws and regulations governing discrimination, equal opportunity and affirmative action pertaining to federally-funded contract and subcontract activities. The goals for this contract are 15% for MBE and 5% for WBE participation.

The Awarding Agency requires all bidders to abide by these provisions and to make every effort to obtain MBE/WBE participation on this project. Failure to provide required MBE/WBE information to the Awarding Agency as required or requested in this bid solicitation may result in a determination by the Awarding Agency that the bidder is not a responsible bidder.

With all other considerations being equal, the Awarding Agency will give preference and award the contract to the bidder that has achieved the 15% MBE and 5% WBE goal. In the case where there is no bidder that meets the Awarding Agency's goal, the contract may be awarded to a bidder who has made good-faith efforts to achieve the Awarding Agency's MBE/WBE goals.

A successful bidder does not have to be a member of a minority group. What the Awarding Agency is attempting to do is make every possible effort to ensure the participation of MBE/WBE firms on this federally-funded contracting opportunity. This does not preclude the participation of firms that are not MBE/WBE. Prime contractors (bidders) are required to make a reasonable effort to ensure that a minimum of 15% of their total contract is awarded to MBE companies and that 5% of their total contract is awarded to WBE companies. However, the MBE and WBE performing or providing services must not act merely as a passive conduit. In the event the Awarding Body has reason to question the authenticity of ownership of an MBE/WBE, the burden of proof is on the claimant and/or contracting party to provide documentation to substantiate the ownership and management of a particular MBE or WBE.

Whenever a joint venture MBE/WBE involves a business owned by minorities or women, the contractor shall provide the Awarding Agency with a full account of the nature of the relationship, the basis for creation, the particular financial participation and administrative responsibilities of the parties. The nature of the relationship shall be in writing, and conform to pertinent laws governing the relationships. The Awarding Agency shall have the right to review and make a determination on the propriety of same.

C. Definitions

- a. Minority and women business enterprises are defined as any financial institution, business, service, contracting business which is solely owned and operated by a minority group member or women or that is more than 50% owned by minority group members or women. If the enterprise is publicly owned, the minority/women members or stockholders must have at least 51% interest and possess control over management, capital and earnings.
- b. Minority Group Member- Black, Hispanic, Asian or Pacific Islander, American Indian or Alaskan Native, and women.
 - Black: A person with origins in any of the black racial groups of Africa.
 - Hispanic: A person of Mexican, Puerto Rican, Cuban, Central or South American descent and Spanish culture. Portuguese are excluded from the Hispanic category and are classified according to their race.
 - Asian or Pacific Islander: A person having origins in the Far East, Southeast Asia, Indian subcontinent or Pacific Islands.
 - American Indian or Alaskan Native: A person with origins in original peoples of North America, and who maintain cultural identifications through tribal affiliation or community recognition.

c. Other

- Small Business Enterprise: A business which meets the definition of minority business enterprise or women business enterprise, and in addition, meets the small business size standards of the Small Business Administration.
- Contractor/Subcontractor/Supplier: The individual, partnership, corporation or other legal entity entering into a contract with the City or the City's contractor to perform a portion of the work.

D. Outreach Efforts

Non MBE/WBE bidders must notify minority and women contractors, associations, minority interest groups, etc., of their intention to solicit bids for subcontracts from MBE/WBE firms. This may be accomplished in a variety of ways; however, the non-MBE/WBE bidder must demonstrate that good faith efforts were made to secure the participation of MBE/WBE firms as 15 percent and five (5) percent of the overall bid, respectively.

E. Documentation Required from Bidders to Document Responsible MBE/WBE Outreach

As part of this contract opportunity, non MBE/WBE bidders must demonstrate that they have made the subcontracting opportunity known to at least three (3) MBE/WBE firms listed in a bona-fide listing of MBE/WBE firms. Such notification must be made at least two (2) weeks prior to bid opening via registered or certified mail. If the contractor has not achieved the participation goal, the Awarding Agency will determine whether the contractor made a good faith effort based on the outreach efforts that are documented on the MBE/WBE Tiered Compliance Plan.

1. To be considered responsible, bidders must submit the MBE/WBE Tiered Compliance Plan (included in this Bid Document/Solicitation) and all supporting documentation to:
 - Document their own MBE or WBE status, or
 - Document the award of 15% (MBE) and/or 5% (WBE) subcontracts to bona-fide firms, or
 - Document the required minimum three (3) firm outreach effort and any other outreach efforts.

The good-faith effort Affidavit on the MBE/WBE Tiered Compliance Plan must be notarized.

2. Some examples of acceptable good-faith supporting documentation include:

- Responses, proposals, bids from MBE and WBE, rejections and contractor's responses.
- Contracts with MBE and WBE organizations, associations, related agencies, disseminating bid information.
- Copies of registered/certified letters, etc.
- Efforts undertaken by contractor(s) to assist MBE/WBE with obtaining plans, specification, sub bid requirements and bonding.
- Assistance and encouragement of MBE/WBE and subcontractor participation in all areas of business environment.
- Methods used in soliciting bids from MBE/WBE, subcontractors and suppliers by advertisements, trade publications, media, etc.
- Contracts with MBE/WBE brokers, agents, owners, operators of equipment, etc.
- Other efforts taken by contractor to encourage MBE/WBE participation.

F. Contract Award / Protest

Where a determination is made by Awarding Agency staff as part of the MBE/WBE Bid Evaluation that a bidder is not a MBE/WBE firm or has not made the good faith effort to ensure participation by eligible, WBE and MBE subcontractors, the bid may be deemed as not responsible. A bidder whose bid is deemed not responsible may protest to the Contracting Officer of the Awarding Body in writing within 72 hours of the notification of such a determination. The Contracting Officer shall review the facts presented in the written appeal, including any supporting materials, and shall issue a determination and response on the merits of the appeal within ten (10) calendar days. The decision of the Contracting Officer shall be final.

Minority and Women's Business Enterprise Tiered Compliance Plan

THIS PLAN MUST BE SUBMITTED WITH YOUR BID FOR THIS FEDERALLY-FUNDED CONTRACT OPPORTUNITY

PART 1

DATE _____ PROJECT NAME _____ PROJECT NUMBER _____

FIRM NAME _____ PHONE _____

BUSINESS ADDRESS _____

TYPE OF FIRM:

(Check One and Provide Information)

- Individual Name of Owner _____
- Corporation State of Incorporation: _____
- Partnership Indicate General "G", Limited "L": _____
Name of Partners: _____
- Joint Venture Joint Venture Participants: _____

Number of year(s) firm has been in business under present ownership: _____

OWNERSHIP DEMOGRAPHICS:

(Provide the number of owners by category and the percentage of ownership interest of those individuals by category)

	Black	Hispanic	Alaskan Native/ American Indian	Asian/ Pacific Islander	White	Women
Number						
% of Assets Owned						

OWNERSHIP INFORMATION:

(List each owner of the firm that has 5 percent or more of the shares in the firm)

Name	Race	Sex	Years of Ownership	Ownership Percentage	Voting Percentage

I certify that the information provided herein is true and correct.

Federal EIN: _____

License Number: _____

DUNS Number: _____

SIGNATURE

DATE

**IF MORE THAN 50% MINORITY OR WOMEN OWNED, PROCEED TO PART 3.
IF LESS, PROCEED TO PART 2 AND PROVIDE INFORMATION ON SUBCONTRACTS
AWARDED TO MBE/WBE FIRMS.**

PART 2

MBE AND WBE SUBCONTRACTS AWARDED

DATE _____ PROJECT NAME _____ PROJECT NUMBER _____

FIRM NAME _____ PHONE _____

BID DATE _____ BID AMOUNT _____

MBE/WBE Contract Goals: MBE = 15% WBE = 5%

*Provide information on each subcontract or supply contract awarded to MBE/WBE firms.
Attach a completed copy of Section 1 (previous page) for each MBE/WBE firm listed below.*

Subcontractor Firm Name	Scope of Work / Supplies to be Provided	Check One		Dollar amount of contract:	If Certified MBE/WBE, List the Certifying Agency and Date of Certification:
		MBE	WBE		

I certify that the information provided herein is true and correct.

Subcontract Type	Dollar Amount	Percentage of Total Bid
MBE:	\$ _____	_____ %
WBE:	\$ _____	_____ %

SIGNATURE _____ DATE _____

**IF MBE AND WBE GOALS ARE NOT MET THROUGH SUBCONTRACTING ACTIVITY,
PROCEED TO PART 3 AND COMPLETE THE CONTRACTING / GOOD FAITH EFFORT AFFIDAVIT**

PART 3

CONTRACTING/GOOD-FAITH EFFORT AFFIDAVIT

This Affidavit must be signed, notarized and submitted with your bid or proposal. In addition, documentation must be attached to demonstrate that a good-faith effort was made to secure MBE/WBE participation. Your good-faith effort will be evaluated in accordance with the various criteria listed below.

Please initial where indicated that you have read and complied with each requirement. Complete the requested forms and provide the requested documentation as a part of this affidavit.

Good Faith Effort Evaluation Criteria	Initial here If true and correct
<hr/>	<hr/>
1. The Bidder/Firm is a bona-fide MBE or WBE firm; or, the Bidder/Firm subcontracted 15% of its contract amount to MBE firm(s) and 5% of its contract amount to WBE firms.	<hr/>
2. The Bidder/Firm attended a pre-bid meeting hosted by the awarding agency to gain knowledge of the project requirements and goals.	<hr/>
3. The Bidder/Firm advertised the availability of subcontracting or supply opportunities for MBE/WBE firms in connection with this project. If so, complete the following: Media where advertised: _____ Media contact information: _____ _____ Date(s) of advertisement: _____ Attach copies of the advertisement(s) to this form and submit with bid.	<hr/>
4. Interested potential MBE/WBE subcontractors were provided with the project plans and specifications. Attach a list of MBE/WBE firms that received project plans and specifications. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.	<hr/>
5. Follow-up contacts were made with potential MBE/WBE firms which expressed an interest in the project. Attach a list of MBE/WBE firms that your company followed-up with. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.	<hr/>
6. Assistance was requested from organizations which identify potential MBE/WBE firms. Attach a list of organizations consulted to include the name of the organization, address, city, state, zip code, contact person, time and dates contacted, method contacted, and results.	<hr/>
7. Potential MBE/WBE firms were contacted and negotiation was made in good faith. Attach a list of MBE/WBE firms that your company negotiated with. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, whether MBE or WBE, if plans or specifications were provided to the other party, and the results of your negotiations. Also attach copies of any internal documents that will evidence the same and submit with bid.	<hr/>

Good Faith Effort Evaluation Criteria

**Initial here
If true and correct**

-
- 8. Potential MBE/WBE subcontractors were given technical assistance by the bidder or advised that technical assistance was available from the bidder to facilitate understanding of the contract requirements and to complete the paperwork necessary to participate in this contract.
-

Attach a list of MBE/WBE firms that your company provided assistance to. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, and a description of the technical assistance provided.

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief.

Under the penalty of perjury, I certify that the above information is true and correct.

SIGNATURE

DATE

TITLE

PHONE

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, 2017 before me,

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature _____

(seal)

AP1.6–COMPLIANCE WITH FEDERAL CLEAN AIR & CLEAN WATER ACTS

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

Compliance with Clean Air and Water Acts

Federal Contract Provision

(Applicable to Contracts of \$150,000 or more)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall *furnish to* the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any non exempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA).
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

AP1.7–FEDERAL CONTRACT COMPLIANCE FORMS

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

Federal Contract Compliance Forms	Submitted By C = Contractor S = Subcontractor	Submittal Period
Notice of Equal Employment Opportunity Commitment	C/S	Submit with bid and post at job site prior to and for the duration of construction
Notice of Section 3 Commitment	C/S	Submit with bid and post at job site prior to and for the duration of construction
Equal Employment Opportunity Poster (The Law)	C	Post at job site prior to and for the duration of construction
Federal Wage Decision	C	Post at job site prior to and for the duration of construction
Labor Poster (WH-1321)	C	Post at job site prior to and for the duration of construction
Certification of Non-Segregated Facilities	C/S	Submit with bid
Past Performance Certification	C/S	Submit with bid
Workers Compensation Certification	C/S	Submit with bid
List of Proposed Subcontractors	C/S	Submit with bid
MBE/WBE Tiered Compliance Plan	C/S	Submit with bid
Payroll Report (WH-347) / Statement of Compliance	C/S	Submit weekly within seven days of payment to employees during construction
Report of Additional Classification and Rate	C/S	Submittal optional. Only submit prior to construction when seeking an additional work classification not included in the applicable wage decision.
Certification of Fringe Benefit Payments	C/S	Submit with bid. Submit revised version if it changes during the course of construction.
Certification of Understanding & Authorization	C/S	Submit with bid. Submit additional certifications if additional personnel will be used to certify payrolls during the course of construction.
Section 3 Business Certification Form	C/S	Submit with bid

Section 3 Economic Opportunity Plan	C	Submit with bid if you selected option 2 on Section 3 Business Certification Form
Section 3 Resident Certification Form	C/S	Submit with bid if you selected option 1 on the Section 3 Business Certification Form
Notice of Section 3 Commitment	C/S	Submit with bid if you selected option 2 on the Section 3 Business Certification Form
Section 3 Compliance Report	C/S	Upon completion of construction

Notice of Equal Employment Opportunity

TO: _____
(Name of Labor Union, Workers Representative, etc.)

(Address)

Name of Business (Contractor): _____

Project Name: _____ Project Number: _____

The Undersigned currently holds a contract with _____,
involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Print Name

By: _____
Signature

Date

Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect Qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation for the known physical or mental limitations of an otherwise Qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and Requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and for protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contract or Subcontract

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, RACE or NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise, qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action for employ and advance in employment Qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service veterans (veterans who, while on active duty, participated in a U.S. military operation] or which an Armed forces service was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337. OFCCP may also be contacted by e-mail at OFCCP@Public8do1.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IV of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

“EEO is the Law” Poster Supplement

Employers Holding Federal Contracts or Subcontracts Section Revisions

The Executive Order 11246 section is revised as follows.

RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits employment discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

PAYSECURITY

Executive Order 11246, as amended, protects applicants and employees from discrimination based on inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees.

The Individuals with Disabilities section is revised as follows.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship to the employer. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

The Vietnam Era, Special Disabled Veterans section is revised as follows.

PROTECTEDVETERANS

The Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits employment discrimination against, and requires affirmative action to recruit, employ, and advance in employment, disabled veterans, recently separated veterans (i.e., within three years of discharge or release from active duty), active duty wartime or campaign badge veterans, or Armed Forces service medal veterans.

Mandatory Supplement to EEOC PPE-1(Revised 11/09) “EEO is the Law” Poster.

If you believe that you have experienced discrimination contact OFCCP: 1-800-397-6251 TTY 1-877-889-5627 www.dol.gov.



PAY TRANSPARENCY NONDISCRIMINATION PROVISION

The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information. 41 CFR 60-1.35(c)

If you believe that you have experienced discrimination contact OF CCP
1.800.297.651 | TTY 1.77.889.567 | WWW.dot.gov/ofccp



200 CONSTITUTION AVENUE NW WASHINGTON, DC 20210 Tel 1-800-397-6251 TTY 1-877-889-5627 www.dol.gov/ofccp

Non-Segregated Facilities Certification

The federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, 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, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

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

Date: _____ Project Number: _____

Company: _____

Address: _____

By: _____
(Printed Name and Signature)

Title: _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE		HUD FORM 4230A OMB Approval Number 2501-0011 (Exp. 01/31/2010)							
1. FROM <i>(name and address of requesting agency)</i>	2. PROJECT NAME AND NUMBER								
	3. LOCATION OF PROJECT <i>(City, County and State)</i>								
4. BRIEF DESCRIPTION OF PROJECT	5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway								
6. WAGE DECISION NO. <i>(include modification number, if any)</i> <input type="checkbox"/> COPY ATTACHED		7. WAGE DECISION EFFECTIVE DATE							
8. WORK CLASSIFICATION(S)	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 5px;">HOURLY WAGE RATES</th> </tr> <tr> <th style="width: 60%; text-align: center; padding: 5px;">BASIC WAGE</th> <th style="text-align: center; padding: 5px;">FRINGE BENEFIT(S) (if any)</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td></td> </tr> </tbody> </table>			HOURLY WAGE RATES		BASIC WAGE	FRINGE BENEFIT(S) (if any)		
HOURLY WAGE RATES									
BASIC WAGE	FRINGE BENEFIT(S) (if any)								
9. PRIME CONTRACTOR <i>(name, address)</i>	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE <i>(name, address)</i>								
Check All That Apply: <ul style="list-style-type: none"> <input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision. <input type="checkbox"/> The proposed classification is utilized in the area by the construction industry. <input type="checkbox"/> The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision. <input type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s). <input type="checkbox"/> Supporting documentation attached, including applicable wage decision. 									
Check One: <ul style="list-style-type: none"> <input type="checkbox"/> Approved, meets all criteria. DOL confirmation requested. <input type="checkbox"/> One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested. 									
_____ Agency Representative <i>(Typed name and signature)</i>		_____ <i>Date</i> _____ <i>Phone Number</i>							
		FOR HUD USE ONLY LR2000: Log in: Log out:							

Report of Additional Classification and Wage Rate	U.S. Department of Housing and Urban Development Office of Labor Relations	OMB Approval No. 2501-0011 (Exp. 01/31/2010)
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Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered non-sensitive and does not require special protection. This information is required to obtain benefits. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Employers engaged on HUD-assisted construction projects subject to Davis-Bacon wage requirements must pay no less than the wages determined to be prevailing by the Secretary of Labor to all laborers and mechanics engaged on the construction work. On occasion, the applicable Davis-Bacon wage decision does not contain all of the work classifications and wage rates needed to complete the construction work. This information collection facilitates the addition of needed work classifications and wage rates for the construction work involved. This form is used by HUD and local agencies administering HUD programs to report employer request(s) for additional classification and wage rates so that an appropriate wage rate can be approved by the Department of Labor for the construction work. This information collection is required by Department of Labor regulations at 29 CFR 5.5. While no assurances of confidentiality are pledged to respondents, HUD generally discloses these data only in response to a Freedom of Information request.

Instructions

General:

Contractors/Employers: Do not need to complete this form. Submit a written, signed request to the responsible contracting agency naming the work classifications and the wage rates, including any fringe benefits, that are proposed.

Local Agency Staff: Complete items 2 through 10. Submit one copy of this form to the responsible HUD Labor Relations Office with a copy of the applicable Davis-Bacon wage decision and the written request from the employer naming the work classifications and wage rates that are proposed. (The employer's request must be made in writing and must be signed.)

1. For HUD or State CDBG Office use. Enter the name and address of HUD Office (or State CDBG office) submitting the report and to which the DOL reply should be sent.
2. Enter the name and number of the project or contract involved.
3. Enter the location of the project involved: city, county and state.
4. Describe the construction involved, e.g., new construction or rehabilitation, number and type of buildings, number of stories, number of units (as applicable). For example, New construction: 3 – 4-story buildings; 120 units.
5. Enter the character of construction as defined by DOL for Davis-Bacon prevailing wage rate purposes.
6. Enter the number of the Davis-Bacon wage decision applicable to the construction work. Include the number of wage decision modifications (if any) applicable to the work.
7. Enter the effective date of the wage decision for the project. (See DOL regulations at 29 CFR 1.6.)
8. Enter the work classifications and corresponding hourly basic wage rates and fringe benefit rates (if any) requested.
9. Self-explanatory.
10. If the requesting employer is not the prime contractor, enter the name and address of the subcontractor/employer making the request.

Remainder of Form: HUD Labor Relations/State CDBG use.

HUD Labor Relations/State CDBG Staff: Evaluate the employer's request against the criteria for approval (see DOL Regulations, 29 CFR Part 5, and related contract labor standards provisions). The criteria are reflected in "checklist" form to ensure that each factor is considered and to ensure that supporting documentation, including a copy of the applicable wage decision, is attached. Check the box next to each criterion that is met; do not check the box next to any criterion that is not met.

If the request meets all criteria, check the appropriate box, enter the name and telephone number of the HUD/State CDBG agency representative, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision and the written request from the employer involved.

If the request fails to pass all criteria, check the appropriate box, enter agency contact information, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision, the written request from the employer involved, and a cover letter explaining how the employer's request failed to meet one or more of the criteria.

Submission of Report

Completed forms shall be sent to: Branch of Construction Wage Determinations, U.S. Department of Labor, 200 Constitution Avenue, NW, Room S-3014, Washington, DC 20210.

CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

Project Name:	Awarding Agency:
Project Location:	Project Number:

Work Classification	HOURLY FRINGE BENEFITS PROVIDED	Name, Address, and Telephone Number of the Approved Plan, Fund, or Program
	Health & Welfare \$	
	Pension \$	
	Vacation \$	
	Apprenticeship/Training \$	
	Other (explain) \$	
	TOTAL HOURLY FRINGE \$	
	Health & Welfare \$	
	Pension \$	
	Vacation \$	
	Apprenticeship/Training \$	
	Other (explain) \$	
	TOTAL HOURLY FRINGE \$	
	Health & Welfare \$	
	Pension \$	
	Vacation \$	
	Apprenticeship/Training \$	
	Other (explain) \$	
	TOTAL HOURLY FRINGE \$	
	Health & Welfare \$	
	Pension \$	
	Vacation \$	
	Apprenticeship/Training \$	
	Other (explain) \$	
	TOTAL HOURLY FRINGE \$	
	Health & Welfare \$	
	Pension \$	
	Vacation \$	
	Apprenticeship/Training \$	
	Other (explain) \$	
	TOTAL HOURLY FRINGE \$	

I certify under penalty of perjury that:

I make payments to approved fringe benefit plans, funds, or programs as listed above.

OR

I DO NOT make payments to approved fringe benefit plans, funds, or programs.
Benefits are added to hourly rates and paid to employees weekly.

Company Name:	Print Name of Person Authorized to Sign:
Contractor License Number:	Title:
Date:	Signature:

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Miguel G. Ramirez
PO BOX 368
Rancho Cucamonga, CA 91729
(562) 787-5004

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

REQUEST FOR FEDERAL APPRENTICESHIP STATUS

This form may be submitted directly to the apprentice Sponsor by the contractor. If submitted by the contractor, a copy of the response from the apprentice Sponsor must be sent to the City of Carson.

TO:

Fax: _____

Telephone: _____

email: _____

FROM:

City of Carson
Economic Development Work Group
1 Civic Plaza Drive, Suite 500
Carson, CA 90745

Fax: (310) 549-1466
 Telephone: (310) 830-7600 #1309
 email: dscott@carson.ca.us

Project Name: _____

Worker's Full Name	Social Security Number	Work Classification	Apprentice Program No.

TO BE COMPLETED BY THE APPRENTICE SPONSOR

The following worker is / is not currently enrolled in a Federally recognized apprenticeship program:

Worker's Name	Apprentice Classification	Start Date	End Date	Federal Reference Number

The following worker is / is not currently enrolled in a Federally recognized apprenticeship program:

Worker's Name	Apprentice Classification	Start Date	End Date	Federal Reference Number

The following worker is / is not currently enrolled in a Federally recognized apprenticeship program:

Worker's Name	Apprentice Classification	Start Date	End Date	Federal Reference Number

The following worker is / is not currently enrolled in a Federally recognized apprenticeship program:

Worker's Name	Apprentice Classification	Start Date	End Date	Federal Reference Number

Print Name of Sponsor's Representative
Representative's Signature
Date

**CERTIFICATION OF UNDERSTANDING
AND AUTHORIZATION**

PROJECT NAME: _____

PROJECT NUMBER: _____

This is to certify that the principals, and the authorized payroll officer, below, have read and understand the Minutes of the Pre-construction Conference and the labor standards clauses pertaining to the subject project.

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany our weekly certified payroll reports for this project:

Payroll Officer (Name)

Payroll Officer (Signature)

(Contractor/Subcontractor)

By: (Signature)

(Title)

(Date)

Contractor/Subcontractor

License No.

AP2 – WORK DESCRIPTION AND BID PROPOSAL FORMS

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

AP3 – CONSTRUCTION PLANS

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

Contractor shall note that a 24"x36" set of approved construction drawings are available for public viewing at the Economic Development Work Group counters.

AP3.1 – CONSTRUCTION PLANS

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

AP3.2 – COLORS AND MATERIALS

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

AP4 – PREVAILING WAGE RATE DECISIONS
FEDERAL AND STATE OF CALIFORNIA

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

**AP4.1 – PREVAILING WAGE RATE DECISIONS
FEDERAL CA20210022 #19 DATED 03/19/2021**

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

AP4.2. – PREVAILING WAGE RATE DECISIONS
STATE OF CALIFORNIA DETERMINATION ET.SEQ.
LOS-2018-2 SUPERSEDED 03/04/2019

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

AP5 - CITY OF CARSON ENHANCED ELECTRICAL SAFETY POLICY

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON,
CALIFORNIA, ADOPTING THE ENHANCED ELECTRICAL SAFETY
POLICY FOR CITY OF CARSON'S CAPITAL IMPROVEMENT PROGRAM
PROJECTS

WHEREAS, it is in the best interest of the City of Carson to enhance job safety and safety of electrical work on Capital Improvement Program construction contracts;

WHEREAS, enhanced job safety can be accomplished by ensuring that adequately trained electrical workers employed and that an appropriate ratio of apprentices to journeyman is used on Capital Improvement program construction contracts.

NOW, THEREFORE, the City Council of the City of Carson does hereby resolve as follows:

Section 1. That this City Council hereby adopt the following "Enhanced Electrical Safety Policy" (Exhibit "A") to enhance job safety and safety of electrical work on Capital Improvement Program construction projects.

a State or California Approved Electrical Apprenticeship Program or hold a current, valid "C-10" California Contractor's License issued by the State of California

A minimum of 20 percent of the jobsite electrical workers shall be OSHA 10-hour General Industry Safety and Health Certified,

At least one jobsite electrical worker shall be OSHA 30-hour General Industry Safety and Health Certified.

Section 2. That this City Council hereby finds and determines that in order to assist attaining of the goal of enhanced job safety on construction projects, the staff is directed to prepare an implementation plan for enhanced electrical safety for the City of Carson consistent with the foregoing Policy, and implement such Policy in accordance with the implementation

Section 3 The City Clerk shall certify to the passage of this resolution by the City Council of the City of Carson, and shall cause the same to be posted in three conspicuous places in the City of Carson, and it shall thereupon take effect.

- Delivery of materials to or around the jobsite
- Staging of materials/equipment
- Loading or unloading of transports
- Rigging of materials
- Backfill of trenches
- Resurfacing of trenches

7. The contractor is responsible for planning and implementing the policy.

- Prior to start of electrical work, the contractor/subcontractor must complete form acknowledging compliance with the Enhanced Electrical Safety Policy and forward it to the Project Engineer.
- Prior to the start of electrical work, the contractor/subcontractor must provide proof of compliance upon request of the Project Engineer.

Proof of status as a Journeyman Electrician (or)

Proof of status as holder of a current, valid C-10 Contractor's License issued by State of California

- Proof of enrollment in a State recognized apprenticeship program

Proof of required Cal OSHA Safety and Health Certification

AP6 – LEAD BASED PAINT RISK ASSESSMENT

**ANDERSON PARK IMPROVEMENT PROGRAM
CITY OF CARSON, CALIFORNIA**

N/A

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**SECTION 01 21 00
ALLOWANCES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Contingency allowances.

1.3 DEFINITIONS

- A. Allowance is a quantity of work or dollar amount established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Allowance Payment Record (APR).

1.4 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified.

1.5 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

1.6 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

SPECIFICATIONS

CITY OF CARSON JAMES ANDERSON PARK – LIMITED ACCESSIBILITY UPGRADES

1.7 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by the Owner and only by APRs that indicate amounts to be charged to the allowance.
- B. Allowance includes cost of materials, delivery, receiving, handling, installation, warranty, and insurance. Contractor's supervision, overhead, profit and bond costs are included in the Contract Sum.
- C. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: For repair of existing damage, as directed by the Owner. Include a lump sum contingency allowance of \$ 50,000.

END OF SECTION 01 21 00

SECTION 01 25 00
SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 01 21 00 "Allowances" for products selected under an allowance.
 - 2. Section 01 23 00 "Alternates" for products selected under an alternate.
 - 3. Divisions 02 through 33 Sections for specific product and manufacturer requirements and for limitations on substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor. Substitutions include "or equal" products.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use form provided at the end of this Section.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by District and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable

Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and Districts.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3 Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Submit requests for substitution not later than 35 days after the Notice to Proceed.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided.
 - c. Substitution request is fully documented and properly submitted.
 - d. Requested substitution will not adversely affect Contractor's construction schedule.
 - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - f. Requested substitution is compatible with other portions of the Work.
 - g. Requested substitution has been coordinated with other portions of the Work.
 - h. Requested substitution provides specified warranty.
 - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 00

San Diego Unified School District Guide Specifications
Section Version March 2018

REQUEST FOR SUBSTITUTION

Re: _____ Section #
Project Name

Date Item

To: Architect

From: General Contractor

We hereby submit for your consideration the following product comparisons of the specified item and the proposed substitution:

A. Comparison	<u>Specified Item</u>	<u>Substitution</u>
1. Product Name/Model	_____	_____
2. Manufacturer	_____	_____
Address	_____	_____
Phone Number	_____	_____
3. Product Cost	_____	_____
Installation/Labor Cost	_____	_____
4. Delivery Time	_____	_____
Installation Time	_____	_____
5. Product Characteristics	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
6. Dimensions	_____	_____
Effects	_____	_____
7. Guarantee/Warranty	_____	_____
8. CBC-ES No.	_____	_____
9. UL Rating	_____	_____

B. Substantiating Data: Attach manufacturer's literature for both specified item and substitution.

C. Samples: Provide samples for both specified item and substitution.

D Similar Projects

1. _____
Name
Date

Address

2. _____
Name
Date

Address

E Maintenance Service/Parts:

Name: _____

Address: _____

What effect does this substitution have on applicable code requirements?

G. Changes to Drawings and Specifications:

Attach information completely describing changes to be made to drawings and specifications.

- Contractor hereby certifies equal performance and assumes of liability for equal performance.
- Contractor hereby agrees to pay for all costs involved with changing the building design, including engineering, drafting, specifications editing, coordination, and preparation of detailed cost estimates, caused by the proposed substitution.

Submitted by:

Signature

Printed Name

Title

Company

Date

Address

Address

Telephone

Email

Signature must be by person having authority to legally bind Contractor to the above terms. Failure to provide legally binding signature will result in retraction of approval.

Architect Date: _____ <input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted By (print): _____ Title: _____ Signature: _____	City Date: _____ <input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted By (print): _____ Title: _____ Signature: _____
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SECTION 01 29 76
PROGRESS PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Administrative and procedural requirements governing Contractor's applications for payment.

B. Related Sections:

1. Section 01 26 10: Construction Document Modification Procedures
2. Section 01 77 00: Closeout Procedures
3. Section 01 78 39: Project Record Documents

C. Related Requirements:

1. Refer to Division 00 Documents, including General Conditions, for requirements related to Contractor's Construction Schedule, Submittal Schedule, and Progress Payments Procedures.

1.2 SCHEDULE OF VALUES

A. Coordinate preparation of Schedule of Values with preparation of Contractor's construction schedule.

1. Correlate line items in Schedule of Values with other required administrative schedules and forms, including:

- a. Contractor's Construction Schedule.
- b. Application for Payment form.
- c. List of Subcontractors.
- d. Schedule of Alternates.
- e. List of products.
- f. List of principal suppliers and fabricators.
- g. Schedule of Submittals.

2. Submit Schedule of Values to Architect at earliest feasible date, but in no case later than fourteen days before date scheduled for submittal of initial application for payment.

3. Sub-Schedules: Where Work is separated into phases that require separately phased payments, provide sub-schedules showing values correlated with each phase of payment.

B. Format and Content:

1. Include following project identification on Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Project number.
 - d. Contractor's name and address.
 - e. Date of submittal.

2. Arrange Schedule of Values in tabular form with separate columns to indicate following for each item listed:
 - a. Generic name.
 - b. Related specification section.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that have affected value.
 - g. Dollar value.
 - h. Percentage of Contract sum to nearest one-hundredth percent, adjusted to total 100 percent.

3. Provide breakdown of Contract Sum in sufficient detail to facilitate continued evaluation of applications for payment and progress reports.
 - a. Break principal subcontract amounts down into several line items.

4. Round amounts off to nearest whole dollar, with total equal to Contract Sum.
5. For each part of Work where application for payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of Work.
6. Margins of Cost:
 - a. Show line items for indirect costs, and margins on actual costs, only to extent that such items will be listed individually in applications for payment.
 - b. Complete each item in Schedule of Values and applications for payment including its total cost and proportionate share of general overhead and profit margin.
 - c. At Contractor's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in Schedule of Values or distributed as general overhead expense.

7. Schedule Updating:
 - a. Update and resubmit Schedule of Values when Change Orders or Construction Change Directives result in change in Contract Sum.
 - b. Submit along with updated construction schedule prior to monthly progress payment submittal

1.3 APPLICATIONS FOR PAYMENT

- A. Ensure that each application for payment is consistent with previous applications and payments as certified by Architect and paid for by Owner.
 - 1. Initial application for payment, application for payment at time of Substantial Completion, and final application for payment involve additional requirements.
- B. Payment Application Times:
 - 1. Date for each progress payment is 5th day of each month.
 - 2. Period of construction Work covered by each application for payment is period ending fifteen days prior to date for each progress payment and starting day following end of preceding period.
- C. Payment Application Forms:
 - 1. Use *AIA Document G702 –Application and Certification For Payment* as form for application for payment or approved equal.
- D. Application Preparation:
 - 1. Complete every entry on form, including notarization and execution by person authorized to sign legal documents on behalf of Owner.
 - a. Incomplete applications will be returned without action.
 - 2. Ensure entries match data on Schedule of Values and Contractor's construction schedule.
 - a. Use updated schedules when revisions have been made.
 - 3. Include amounts of approved Change Orders issued prior to last day of construction period covered by application.
- E. Transmittal:
 - 1. Submit five executed copies of each application for payment to Architect by means ensuring receipt within twenty-four hours.
 - a. Transmit one completed copy, including waivers of lien and similar attachments, when required.
 - b. Transmit each copy with transmittal form listing attachments, and recording appropriate information related to application in manner acceptable to Architect.
- F. Waivers of Mechanics Lien:
 - 1. When requested by Architect or Owner, with each application for payment, submit waivers of mechanics lien from every entity who may lawfully be entitled

**CARSON COMMUNITY FOLDING PANEL WALL
CITY OF CARSON**

to file mechanics lien arising out of Contract, and related to Work covered by payment.

G. Initial Application for Payment:

1. Administrative actions and submittals that must precede or coincide with submittal of first application for payment include following:
 - a. List of subcontractors.
 - b. List of principal suppliers and fabricators.
 - c. Schedule of Values.
 - d. Contractor's Construction Schedule (preliminary if not final).
 - e. Submittal Schedule (preliminary if not final).
 - f. Certificates of insurance and insurance policies.
 - g. Performance and Payment Bonds

H. Application for Payment at Substantial Completion:

1. Following issuance of Certificate of Substantial Completion, submit application for payment.
2. Submit Application reflecting Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of Work.

I. Administrative actions and submittals that precede or coincide with application include:

1. Occupancy permits and similar approvals.
2. Warranties/guarantees and maintenance agreements.
3. Test/adjust/balance records.
4. Maintenance instructions.
5. Meter readings.
6. Start-up performance reports.
7. Changeover information related to Owner's occupancy, use, operation and maintenance.
8. Final cleaning.
9. Application for reduction of retainage, and consent of surety.
10. Advice on shifting insurance coverage.
11. Record Drawings and Specifications.
12. Final progress photographs.
13. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.

J. Final Payment Application:

1. Administrative actions and submittals that must precede or coincide with submittal of final payment application for payment include following:
 - a. Completion of project closeout requirements.
 - b. Completion of items specified for completion after Substantial Completion.
 - c. Assurance that unsettled claims will be settled.

- d. Assurance that Work not complete and accepted will be completed without undue delay.
- e. Transmittal of required project construction records to Owner.
- f. Proof that taxes, fees and similar obligations have been paid.
- g. Removal of temporary facilities, controls, and services.
- h. Removal of surplus materials, rubbish and similar elements.
- i. Change of door locks to Owner's access.

PART 2 PRODUCTS *(Not Applicable)*

PART 3 EXECUTION *(Not Applicable)*

END OF SECTION 01 29 76

SECTION 01 31 13
PROJECT COORDINATION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:
 - a. Coordination.
 - b. Administrative and supervisory personnel.
 - c. General installation provisions.
 - d. Cleaning and protection.

B. Related Sections:

1. Section 01 33 00: Submittal Procedures; product and material submittals.
2. Section 01 74 23: Cleaning; general project cleaning

C. Related Requirements:

1. Refer to Division 00 Documents, including General Conditions, for requirements related to Contractor's Construction Schedule and Submittal Schedule.

1.2 COORDINATION

A. Coordination:

1. Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of Work.

B. Coordinate construction operations included under different Sections of Specifications that are dependent upon each other for proper installation, connection, and operation.

1. Where installation of one part of Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in sequence required to obtain best results.
2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

- C. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination.
 - 1. Include such items as required notices, reports, and attendance at meetings.
 - 2. Prepare similar memoranda for Owner and separate Contractors where coordination of their Work is required.

- D. Administrative Procedures:
 - 1. Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of Work.
 - 2. Such administrative activities include, but are not necessarily limited to, following:
 - a. Preparation of schedules.
 - b. Installation and removal of temporary facilities.
 - c. Delivery and processing of submittals.
 - d. Progress meetings.
 - e. Project Close-out activities.

- E. Conservation:
 - 1. Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water and materials.
 - 2. Salvage materials and equipment involved in performance of, but not actually incorporated in, Work.
 - 3. Refer to other sections for disposition of salvaged materials that are designated as Owner's property.

1.3 SUBMITTALS

- A. Staff Names:
 - 1. Within fifteen days of Notice to Proceed, submit list of Contractor's principal staff assignments, including Superintendent and other personnel in attendance at Project Site
 - 2. Identify individuals, their duties and responsibilities
 - a. List their addresses and telephone numbers.
 - 3. Post copies of list in Project meeting room, temporary field office and each temporary telephone.

PART 2 PRODUCTS *(Not Applicable)*

PART 3 EXECUTION

3.1 GENERAL INSTALLATION PROVISIONS

- A. Inspection of Conditions:
 - 1. Require installer of each major component to inspect both substrate and conditions under which Work is to be performed.
 - 2. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Manufacturer's Instructions:
 - 1. Comply with manufacturer's installation instructions and recommendations, to extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
- C. Inspect materials or equipment immediately upon delivery and again prior to installation.
 - 1. Reject damaged and defective items.
- D. Provide attachment and connection devices and methods necessary for securing Work.
 - 1. Secure Work true to line and level.
- E. Visual Effects:
 - 1. Provide uniform joint widths in exposed Work.
 - 2. Arrange joints in exposed Work to obtain best visual effect.
 - 3. Refer questionable choices to Architect for final decision.
- F. Recheck measurements and dimensions before starting each installation.
- G. Install each component during weather conditions and Project status that will ensure best possible results.
 - 1. Isolate each part of completed construction from incompatible material as necessary to prevent deterioration.
- H. Coordinate temporary enclosures with required inspections and tests, to minimize necessity of uncovering completed construction for that purpose.
- I. Mounting Heights:
 - 1. Where mounting heights are not indicated, install individual components at standard mounting heights recognized within industry for particular application indicated.

2. Comply with requirements of Chapter 11B of CBC for accessible mounting heights of toilet accessories and like items.
3. Refer questionable mounting height decisions to Architect for final decision.

32 CLEANING AND PROTECTION

- A. Comply with requirements of Section 01 74 23.
- B. During handling and installation, clean and protect construction in progress and adjoining materials in place.
 1. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- C. Clean and maintain completed construction as frequently as necessary through remainder of construction period.
 1. Adjust and lubricate operable components to ensure operability without damaging effects.
- D. Limiting Exposures:
 1. Supervise construction activities to ensure that no part of construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

END OF SECTION 01 31 13

SECTION 01 31 19
PROJECT MEETINGS**PART 1 GENERAL**

1.1 SUMMARY

A. Section Includes:

1. Administrative and procedural requirements for project meetings including but not limited to:
 - a. Pre-Construction Conference
 - b. Progress Meetings
 - c. Scheduling Conference

B. Related Sections:

1. Section 01 31 13: Project Coordination
2. Section 01 33 00: Submittals

C. Related Requirements:

1. Refer to various Sections for pre-construction and pre-installation meeting requirements
2. Refer to Division 00 Documents, including General Conditions, for requirements related to Contractor's Construction Schedule.
3. Requirements for Contractor's Construction Schedule are included in Section 01 33 00.

1.2 PRE-CONSTRUCTION CONFERENCE

A. Schedule pre-construction conference and organizational meeting at Project Site or other convenient location no later than 15 days after execution of Agreement and prior to commencement of construction activities.

1. Conduct meeting to review responsibilities and personnel assignments.

B. Attendees:

1. Owner, Architect and their consultants.
2. Contractor and his superintendent.
3. Major subcontractors, manufacturers, suppliers.
4. Other concerned parties.
5. Persons representing each party in attendance must be familiar with and authorized to conclude matters relating to Work.

C. Agenda:

1. Discuss items of significance that could affect progress including such topics as:
 - a. Tentative construction schedule.
 - b. Critical Work sequencing.
 - c. Designation of responsible personnel.
 - d. Procedures for processing field decisions and Change Orders.
 - e. Procedures for processing Applications for Payment.
 - f. Procedures for processing Requests for Information (RFI).
 - g. Distribution of Contract Documents.
 - h. Submittal of Shop Drawings, Product Data and Samples.
 - i. Preparation of Record Documents.
 - j. Access to Project Site and use of premises.
 - k. Office, Work and storage areas.
 - l. Equipment deliveries and priorities.
 - m. Safety procedures.
 - n. First aid.
 - o. Security.
 - p. Working hours.

1.3 PROGRESS MEETINGS

- A. Conduct weekly progress meetings at Project Site.
 1. Coordinate dates of meetings with preparation of payment request.
- B. Attendees:
 1. Representatives of
 - a. Owner and Architect
 - b. Representatives of each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities.
 - c. Persons representing each party in attendance at these meetings must be familiar with and authorized to conclude matters relating to progress.
- C. Agenda:
 1. Review and correct or approve minutes of previous progress meeting.
 2. Review other items of significance that could affect progress.
 3. Include topics for discussion as appropriate to current status of Project.
 4. Contractor's Construction Schedule:
 - a. Review progress since last meeting.
 - b. Determine where each activity is in relation to Contractor's Construction Schedule, whether on time or ahead or behind schedule.
 - c. Determine how construction behind schedule will be expedited
 - 1) Secure commitments from parties involved to do so.
 - d. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within Contract Time.

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5. Review present and future needs of each entity present, including such items as:
 - a. Interface requirements.
 - b. Time.
 - c. Sequences
 - d. Coordination of Work.
 - e. Deliveries.
 - f. Off-site fabrication problems.
 - g. Access.
 - h. Site utilization.
 - i. Temporary facilities and services.
 - j. Hours of Work.
 - k. Hazards and risks.
 - l. Housekeeping.
 - m. Quality and Work standards.
 - n. Construction progress.
 - o. Progress Schedule and Submittals.
 - p. Change Orders.
 - q. Documentation of information for payment requests.

D. Meeting Records:

1. Recording of minutes of each meeting will be by Contractor.
 - a. Furnish copies within reasonable time to Owner, Architect, and other attendees.
 - b. Unless written objections to contents of meeting minutes are received by Contractor within five days of distribution of meeting minutes, it is understood and agreed upon that minutes are true and complete record of meeting.
 - c. Schedule Updating:
 - 1) Revise construction schedule after each progress meeting where revisions to schedule have been made or recognized.
 - 2) Issue revised schedule within seven calendar days of meeting.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION 01 31 19

SECTION 01 33 00
SUBMITTAL PROCEDURES**PART 1 GENERAL**

1.1 SUMMARY

A. Section Includes:

1. Procedural requirements for non-administrative submittals for work-related submittals required for performance of Work and by Contract Documents, including, but not necessarily limited to:
 - a. Submittal Schedule.
 - b. Product Data.
 - c. Shop Drawings.
 - d. Samples

B. Related Sections:

1. Section 01 31 13: Project Coordination
2. Section 01 41 00: Regulatory Requirements; submittals to regulatory agencies.
3. Section 01 42 00: References; submittals to regulatory agencies.

C. Related Requirements:

1. Refer to Division 00 Documents, including General Conditions, and other Division 01 Sections, for specifications for administrative submittals and additional requirements.
 - a. Administrative Submittals include, but are not necessarily limited to:
 - 1) Permits.
 - 2) Applications for Payment.
 - 3) Performance and Payment Bonds.
 - 4) Insurance Certificates.
 - 5) Inspection and Test Reports.
 - 6) Schedule of Values.
 - 7) Progress Schedule.
 - 8) Listing or designation of subcontractors.
 - 9) Record Drawings.
2. Refer to Division 02 through 33 Sections where more specific Submittal Requirements are indicated

D. Substitutions:

1. Contractor's submittal and Architect's acceptance of Product Data, Shop Drawings, or Samples that relate to construction activities not complying with Contract Documents does not constitute acceptable or valid request for substitution, nor does it constitute approval.
2. Product Data, Shop Drawing and Sample Submittals containing substitutions for specified items will be rejected and returned as not in compliance with Contract Documents.
3. Refer to Section 01 60 00 for required procedures for submitting substitution requests.

E. Commissioning Milestone Reports:

1. Reports by parties that participate in design review, product submittal review, installation, start-up, test and balance, training, and closeout phases.
2. Coordinate submittals of documentation pertaining to these functions and communicate with Commissioning Authority via Contractor.

1.2 SUBMITTAL PROCEDURES AND REQUIREMENTS

A. Coordination:

1. Coordinate preparation and processing of submittals with performance of construction activities.
2. Designate in Progress Schedule, or in separate coordinated schedule, dates for submission and dates reviewed shop drawings, product data and samples will be needed for each product.
 - a. Identify items requiring long lead times.
 - 1) Make submittals for such items as soon as possible, but not later than fifteen days after Notice of Award of Contract.

B. Timing of Submittals:

1. Make submittals promptly in accordance with approved schedule, sufficiently in advance of performance of related construction activities, and in such sequence as to not cause delay in Work or in Work of other contractors.
2. Schedule submissions at least 21 working days before dates reviewed submittals will be needed.

C. Number of Submittals Required:

1. Number stated in each specification section, or as follows:
 - a. Product Data and Shop Drawings:
 - 1) One electronic copy as specified under "Electronic Submittals".
 - b. Samples:

- 1) Number stated in each specification section or, when not stated, minimum of four.
- c. Warranties, Maintenance Agreements, Industry Standards, and Operation/Maintenance Manuals:
 - 1) Two copies.
- D. Submittal Preparation:
 1. Place permanent label or title block on each submittal for identification.
 2. Indicate name of entity that prepared each submittal on label or title block.
 3. Include following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Submittal reference number assigned by Contractor; this number should not be specification section number.
 - d. Specification section number to which submittal applies.
 - 1) Do not reference drawing/detail numbers unless accompanied by specification section number.
 4. Accompany submittals with transmittal form containing:
 - a. Date.
 - b. Project title and number.
 - c. Name and addresses of:
 - 1) Architect.
 - 2) Contractor.
 - 3) Subcontractor.
 - 4) Supplier
 - 5) Manufacturer.
 - 6) Separate detailer, when pertinent.
 - d. Number of each shop drawing, product data and sample submitted.
 - e. Notification of deviations from Contract Documents.
 - f. Other pertinent data.
 - g. Interactive Submittal Transmittal Form will be provided to Contractor at Pre-Construction Meeting.
- E. Include following on Submittals:
 1. Data and revision dates:
 2. Project title and number.
 3. Identification of product or material.
 4. Relation to adjacent structure or materials.
 5. Field dimensions, clearly identified as such.
 6. Specification section number.
 7. Applicable standards, such as ASTM number or Federal Specification.

8. Blank space, 8 inches x 3 inches, for Contractor and Architect stamps.
9. Identification of deviations from Contract Documents.
10. Contractor's stamp, initialed or signed, certifying review of submittal, verification of field measurements, and compliance with Contract Documents.
 - a. Submittals without Contractor's stamp and signature will be returned by Architect without review.

F. Processing:

1. Allow sufficient review time so that installation will not be delayed as result of time required to process submittals, including time for resubmittals.
2. Allow minimum of 21 days from date of receipt of complete submittal for Architect's initial review and return of submittals.
3. Allow additional time if processing must be delayed to permit coordination with subsequent submittals.
4. Architect reserves right to withhold action on submittal requiring coordination with other submittals until related submittals are received.
5. Architect will promptly advise Contractor when submittal being processed must be delayed for coordination.
6. No extension of Contract Time will be authorized because of failure to transmit submittals to Architect sufficiently in advance of Work to permit processing.

G. Electronic Submittals:

1. Make electronic submittals consisting of one color PDF of each document, Product Data Sheet, or Shop Drawing.
2. Should full size hard copies of Submittals be required by Owner, Contractor, or Consultant, Architect will provide one marked-up color copy of PDF to Owner, Contractor, or Consultant for their use in printing additional copies.
3. Architect will review and return marked-up PDFs to Contractor.
4. Mark-up one copy of each PDF and maintain as "Record Document".

H. Material Safety Data Sheets/Safety Data Sheets (MSDS/SDS):

1. Do not include MSDS/SDS in submittals to Architect.
 - a. MSDS/SDS sheets will not be reviewed by Architect and will not be returned.

1.3 PRODUCT DATA

- A. Collect Product Data into single submittal for each element of construction or system.
- B. Product Data includes standard printed information on manufactured products that has not been specially prepared for this Project, including, but not necessarily limited to following items:
 1. Manufacturer's product specifications and installation instructions.
 2. Catalog cuts.

3. Standard color charts.
 4. Roughing-in diagrams and templates.
 5. Standard wiring diagrams.
 6. Printed performance curves.
 7. Operational range diagrams.
 8. Mill reports.
 9. Standard product operating and maintenance manuals.
- C. Modify standard data sheets and drawings to delete information which is not applicable to Project.
1. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as shop drawings.
 - a. Mark each copy to show applicable choices and options.
 - b. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate applicable information.
 - c. Include following information:
 - 1) Manufacturer's printed recommendations.
 - 2) Compliance with recognized trade association standards.
 - 3) Compliance with recognized testing agency standards.
 - 4) Application of testing agency labels and seals.
 - 5) Notation of dimensions and clearances required and as verified by Field measurement.
 - 6) Notation of coordination requirements.
- D. Supplement standard information to provide additional information specifically applicable to Project:
1. Clearly mark each copy to show applicable choices and options and identify pertinent materials, products, or models.
 2. Show dimensions and clearances required.
 3. Show performance characteristics and capacities.
 4. Show wiring or piping diagrams and controls.
- E. Do not submit Product Data until compliance with requirements of Contract Documents has been confirmed.
1. Unless noncompliance with Contract Document provisions is observed, submittal may serve as final submittal.
- F. Submittals:
1. Make electronic submittals as specified in "General Submittal Procedures and Requirements" Article.
- G. Distribution:

1. Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities.
 - a. Show distribution on transmittal forms.
 2. Do not proceed with installation until applicable copy of Product Data is in installer's possession.
- H. Do not permit use of unmarked copies of Product Data in connection with construction.

1.4 SHOP DRAWINGS

- A. Shop drawings are technical drawings and data that have been specially prepared for Project, including but not necessarily limited to following items:
1. Prepared information, drawn to accurate scale.
 2. Fabrication and installation drawings.
 3. Shopwork manufacturing instructions.
 4. Setting diagrams.
 5. Templates.
 6. Patterns.
 7. Coordination drawings (for use on Project Site).
 8. Schedules.
 9. Design mix formulas.
 10. Contractor's engineering calculations.
- B. Include following information:
1. Dimensions.
 2. Identification of products and materials included.
 3. Compliance with specified standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
 6. Sheet Size:
 - a. Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 inch by 11 inch but no larger than 30 inch by 42 inch.
- C. Highlight, encircle, or otherwise indicate deviations from Contract Documents.
- D. Standard information prepared without specific reference to Project is not considered Shop Drawings.
- E. Submittals:
1. Make electronic submittals as specified in "General Submittal Procedures" Article.

- F. Do not use Shop Drawings without appropriate final stamp indicating action taken in connection with construction.
- G. Do not reproduce Contract Documents or copy standard information as basis of Shop Drawings.

1.5 SAMPLES

- A. Samples are physical examples of Work, including, but not limited to, following items:
 - 1. Partial sections of manufactured or fabricated work
 - 2. Small cuts or containers of materials.
 - 3. Complete units of repetitively- used materials.
 - 4. Swatches showing color, texture and pattern.
 - 5. Color Range Sets.
 - 6. Units of Work to be used for independent inspection and testing.
- B. Office Samples:
 - 1. Sufficient size and quantity to clearly illustrate:
 - a. Functional characteristics of product or material, with integrally related parts and attachment devices.
 - b. Full range of color, texture and pattern.
 - 2. Where size and quantity are not specified, provide minimum of four samples, 12 inches by 12 inches, minimum size, where samples are required
- C. Field Samples and Mock-Ups:
 - 1. Erect at Project Site in location acceptable to Architect.
 - 2. Construct each sample or mock-up complete, including Work of trades required in finished Work.
 - 3. Size of area as specified in respective specification section.
 - 4. Remove mock-ups at conclusion of Work or when acceptable to Architect.

1.6 MISCELLANEOUS SUBMITTALS – WORK RELATED

- A. Including, but not necessarily limited to, following types of submittals:
 - 1. Specially prepared warranties/guarantees.
 - 2. Standard printed warranties.
 - 3. Maintenance agreements.
 - 4. Printed industry standards.
 - 5. Collected and bound operating/maintenance manuals.
 - 6. Keying schedule, keys, and other security protection safety devices.
 - 7. Maintenance tools and spare parts.

1.7 CONTRACTOR RESPONSIBILITIES

- A. As defined in Division 00 General Conditions and following:
 - 1. Review shops drawings, product data and samples prior to submission to Architect.
 - 2. Determine and Verify:
 - a. Field measurements.
 - b. Field construction criteria.
 - c. Catalog numbers and similar data.
 - d. Conformance with specifications.
 - 3. Coordinate each submittal with requirements of Work and of Contract documents.
 - 4. Notify Architect in writing, at time of submission, of deviations in submittals from requirements of Contract Documents
 - 5. Do not begin fabrication of Work that requires submittals until return of submittals with Architect approval.

1.8 RESUBMITTAL REQUIREMENTS

- A. Shop Drawings:
 - 1. Revise initial drawings as required and resubmit as specified for initial submittal.
 - 2. Indicate on drawings changes that have been made other than those requested by Architect.
- B. Product Data and Samples:
 - 1. New data and samples, same as required for initial submittal.

1.9 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

- A. Distribute reproductions of Shop Drawings and copies of Product Data which carry Architect/Engineer stamp to:
 - 1. Project Site file.
 - 2. Record Documents file.
 - 3. Other affected contractors.
 - 4. Subcontractors.
 - 5. Supplier or Fabricator.
 - 6. Owner's Project Inspector.
- B. Distribute samples that carry Architect's review stamps as directed by Architect.

1.10 ARCHITECT'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, Architect will review each submittal, mark to indicate action taken, and return promptly.
 - 1. Compliance with specified characteristics is Contractor's responsibility.
- B. Action Stamp:
 - 1. Architect will stamp each submittal with uniform, self-explanatory action stamp.
 - 2. Stamp will be appropriately marked, as follows, to indicate action taken:
 - a. Final Unrestricted Release:
 - 1) Where submittals are marked "No Exception Taken", that part of Work covered by submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 - b. Final-But-Restricted Release:
 - 1) When submittals are marked "Make Correction Noted", that part of Work covered by submittal may proceed provided it complies with notations or corrections on submittal and requirements of Contract Documents.
 - 2) Final acceptance will depend on that compliance.
 - c. Returned for Re-submittal:
 - 1) When submittal is marked "Revise and Resubmit", do not proceed with that part of Work covered by submittal, including purchasing, fabrication, delivery, or other activity.
 - 2) Revise or prepare new submittal in accordance with notations.
 - 3) Resubmit without delay.
 - 4) Repeat if necessary to obtain different action mark.
 - 5) Do not permit submittals marked "Rejected" or "Revise and Resubmit" to be used at Project Site, or elsewhere where Work is in progress.
 - d. Other Action:
 - 1) Where submittal is primarily for information or record purposes, special processing or other activity, submittal will be returned, marked "Action Not Required".

PART 2 PRODUCTS *(Not Applicable)*

PART 3 EXECUTION *(Not Applicable)*

END OF SECTION 01 33 00

SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. General regulatory requirements pertaining to Work supplementary to other regulatory requirements mentioned or referenced elsewhere in Contract Documents.

1.2 REQUIREMENTS OF REGULATORY AGENCIES

A. Pertaining statutes, ordinances, laws, rules, codes, regulations, standards, and lawful orders of public authorities having jurisdiction of Work are incorporated into these Contract Documents same as if repeated in full, and as such are intended where reference is made in either singular or plural to Code or Building Code unless otherwise specified including, without limitation, those in list below.

1. Make available at Project Site such copies of listed documents applicable to Work as Architect or Owner may request including mentioned portions of California Code of Regulations (CCR).

B. Project is fully governed under State of California's Codes Section Group 1, Chapter 4, Part 1, CCR, Title 24, as it pertains to construction:

1. Inspector and Continuous Inspections of Work:

- a. Per Sections 4-333(b) and 4-342.

2. Tests and Testing Laboratory:

- a. Per Section 4-335.
- b. Owner pays for testing laboratory.

3. Special Inspections:

- a. Per Section 4-333(c).

4. Administration:

- a. Duties of Architect and Engineers:

- 1) Per Sections 4-333(a) and 4-341.

- b. Duties of Contractor:
 - 1) Per Section 4-343.
- 5. Arrange for copies of CCR, Title 24, Part 1, Part 2 Volumes 1 and 2, Part 3, and Part 9, to be made available during construction.
- C. Public regulatory requirements: Statutes, ordinances, laws, rules, codes, regulations, and standards include, but are not necessarily limited to, following:
 - 1. California Code of Regulations (CCR):
 - a. Title 19 - Public Safety, current edition.
 - b. Title 24, Part 1 – 2019 California Administrative Code
 - c. Title 24, Part 2 – 2019 California Building Code (CBC), Volumes 1 and 2.
 - d. Title 24, Part 3 – 2019 California Electrical Code (CEC).
 - e. Title 24, Part 4 – 2019 California Mechanical Code (CMC)
 - f. Title 24, Part 5 – 2019 California Plumbing Code (CPC).
 - g. Title 24, Part 6 – 2019 California Energy Code
 - h. Title 24, Part 9 – 2019 California Fire Code (CFC).
 - i. Title 24, Part 10 – 2019 California Existing Building Code (CEBC):
 - 1) Includes Part 12:
 - a) Part 12 – California Referenced Standards Code (CRSC)
 - j. Title 24, Part 11 – 2019 California Green Building Standards Code (GBSC)
 - 2. Other statutes, ordinances, laws, regulations, rules, orders, and codes specified in other Sections of Specifications or bearing on Work.

1.3 GOVERNING REGULATIONS/AUTHORITIES

- A. Architect has contacted authorities having jurisdiction where necessary to obtain information necessary for preparation of Contract Documents
 - 1. Information may or may not be of significance to Contractor.
 - 2. Owner and Architect, at request of Contractor, are to contact authorities having jurisdiction directly for information and decisions having bearing on Work.

1.4 SUBMITTALS

- A. Permits, Licenses, and Certificates:
 - 1. Submit for Owner's records, copies of following, including but not necessarily limited to:
 - 2. Permits

3. Licenses
4. Certifications
5. Inspection reports
6. Releases
7. Jurisdictional settlements
8. Notices
9. Receipts for fee payments
10. Judgments, and similar documents
11. Correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of Work.

PART 2 PRODUCTS *(Not Applicable)*

PART 3 EXECUTION *(Not Applicable)*

END OF SECTION 01 41 00

SECTION 01 42 00
REFERENCES

PART 1 GENERAL

1.01 DEFINITIONS

- A. Basic contract definitions are included in Division 00 General Conditions.
- B. Indicated:
 - 1. Refers to graphic representations, notes or schedules on Drawings, or other paragraphs or schedules in Specifications, and similar requirements in Contract Documents.
 - 2. Where terms such as “shown”, “noted”, “scheduled”, and “specified” are used, it is to help locate the reference
 - a. No limitation of location is intended except as specifically noted.
- C. Directed:
 - 1. Terms such as “directed”, “requested”, “authorized”, “selected”, “approved”, “required”, and “permitted” mean “directed by Architect”, “requested by Architect”, and similar phrases.
 - 2. No implied meaning is to be interpreted to extend Architect’s responsibility into Contractor’s area of construction supervision.
- D. Approved:
 - 1. Where used in conjunction with Architect’s action on Contractor’s submittals, applications, and requests, is limited to Architect’s duties and responsibilities as stated in General Conditions.
- E. Regulations:
 - 1. Includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within construction industry that control performance of Work.
- F. Furnish:
 - 1. Means supply and deliver to Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. Install:

1. Describes operations at Project Site including actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimensions, finishing, curing, protecting, cleaning, and similar operations.

H. Provide:

1. Means furnish and install, complete and ready for intended use.

I. Installer:

1. Contractor or entity engaged by Contractor, either as employee, subcontractor, or sub-subcontractor, for performance of particular construction activity, including installation, erection, application, and similar operations.
2. Installers are required to be experienced in operations they are engaged to perform.

J. Project Site:

1. Space available to Contractor for performance of construction activities, either exclusively or in conjunction with others performing other construction activities as part of Project.
2. Extent of Project Site is shown on Drawings and may or may not be identical with description of land upon which Project is to be built.

K. Testing Laboratories:

1. Independent entity engaged to perform specific inspections or tests, either at Project Site or elsewhere, and to report on and, when required, to interpret results of those inspections or tests.

1.02 INDUSTRY STANDARDS

A. Applicability of Standards:

1. Except where Contract Documents include more stringent requirements, applicable construction industry standards have same force and effect as if bound or copied directly into Contract Documents.
 - a. Such standards are made part of Contract Documents by reference.
2. Individual Sections indicate which codes and standards Contractor must make available at Project Site for reference.

B. Publication Dates:

1. Comply with standard in effect as of date of Contract Documents.

C. Copies of Standards:

1. Each entity engaged in construction on Project is required to be familiar with industry standards.
2. Applicable standards are not bound with Contract Documents.
3. Where copies of standards are required by individual specification sections or are needed for performance of required construction activity, obtain copies directly from publication source.

D. Conflicting Requirements:

1. Where compliance with two or more standards is specified, and standards establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different, but apparently equal, and uncertainties to Architect for decision before proceeding.

1.03 GOVERNING REGULATIONS/AUTHORITIES

- A. Architect has contacted authorities having jurisdiction where necessary to obtain information necessary for preparation of Contract Documents
1. That information may or may not be of significance to Contractor.
 2. Owner and Architect, at request of Contractor, are to contact authorities having jurisdiction directly for information and decisions having bearing on Work.

PART 2 PRODUCTS *(Not Applicable)*

PART 3 EXECUTION *(Not Applicable)*

END OF SECTION 01 42 00

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS**PART 1 GENERAL****1.1 SUMMARY****A. Section Includes:**

1. Temporary facilities required for this Work include, but are not necessarily limited to:
 - a. Temporary utilities such as heat, water, electricity, and telephone.
 - b. Field offices and sheds
 - c. Sanitary facilities.
 - d. Construction aids.
 - e. Barriers.
 - f. Temporary controls.
 - g. Project identification sign.
 - h. Temporary informational signs.

B. Related Sections:

1. Section 02 41 19: Selective Building Demolition

C. Related Requirements:

1. Refer to Division 00 Documents, including General Conditions, and other Division 01 Sections, for additional requirements.
2. Refer to Division 32 Sections for additional traffic control requirements.
3. Permanent installation and hook-up of various utility lines are described in other pertinent sections.
4. Comply with requirements of pertinent safety regulations for equipment furnished by subcontractors.

D. Work Not Part of This Section:

1. Ladders, planks, hoists, and similar items normally furnished by individual trades in execution of their own portions of Work.

1.2 PROJECT CONDITIONS

- A. Use means necessary to maintain temporary facilities in proper and safe condition throughout progress of Work.

PART 2 PRODUCTS

2.1 UTILITIES

A. Water:

1. Provide necessary temporary water lines and water supply and upon completion of Work, remove such temporary facility.
2. Provide and pay for water needed for construction.

B. Electricity:

1. Provide necessary temporary wiring and upon completion of Work, remove such temporary facility.
2. Provide area distribution boxes so located that individual trades may furnish and use 100 foot maximum length extension cords to obtain adequate power and artificial lighting at points where needed for work, inspection, and safety.
3. Provide and pay for electricity needed for construction.

C. Heating:

1. Provide and maintain heat necessary for proper conduct of operations needed in Work.

D. Telephone:

1. Make necessary arrangements and pay costs for installation and operation of telephone service to Contractor's office on Project Site and Owner's Project Inspector's office on Project Site.
2. Install telephone on separate line for each temporary office.
 - a. Where office has more than one occupant, provide telephone for each additional occupant.
3. Coin operated telephones are not acceptable.

2.2 FIELD OFFICES AND SHEDS

A. Contractor's Facilities:

1. Provide field office building and sheds adequate in size and accommodation for Contractor's offices, supply, and storage.

B. Owner's Project Inspector's Office:

1. Provide lockable office at least 10 feet by 12 feet in dimension with lockable operable window, serviceable finishes, lighting, heating, and air conditioning, for use by Owner's Project Inspector.

2. Furnish with lockable desk, reference table, lockable 4 drawer file cabinet, plan rack, and two chairs.
 3. Subject to Owner's approval, provide space in Contractor's Field Office for Owner's Project Inspector, in lieu of separate office.
- C. Provide and maintain on premises, where directed, watertight storage sheds for materials which might be damaged by weather, including storage facilities for concrete test samples or other material samples required for Work.

2.3 SANITARY FACILITIES

- A. Sanitary facilities include temporary toilets, wash facilities, and drinking water fixtures.
1. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
 2. Install where facilities will best serve Project's needs.
 3. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility.
 4. Provide covered waste containers for used material.
- B. Temporary Toilet Units:
1. Provide self-contained, single-occupant toilet units of chemical, aerated recirculation, or combustion type.
 2. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
 3. Provide separate facilities for male and female personnel.
 4. Maintain in sanitary condition.
- C. Wash Facilities:
1. Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for healthy and sanitary condition.
 2. Dispose of drainage properly.
 3. Supply cleaning compounds appropriate for each condition.
 4. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.
- D. Drinking-Water Facilities:
1. Provide containerized, tap-dispenser, bottled water drinking water units, including paper supply.

2.4 CONSTRUCTION AIDS

- A. Provide construction aids and equipment required by personnel and to facilitate execution of Work

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1. Scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes, and other such facilities and equipment.
- B. Provide necessary facilities and means of access to structure so that Building Inspectors, Special Inspectors, Architect and Structural Engineer may inspect structure or portions of structure as necessary.
 1. Means of access includes, but is not necessarily limited to, ladders, scaffolds, and similar items.

2.5 BARRIERS

- A. Temporary Fencing:
 1. Provide temporary fence around entire construction area as required for safety and protection.
 2. Construction:
 - a. Provide chain link fencing not less than six feet in height, complete with metal or wood posts and required bracing, and with suitably locked truck and pedestrian gates as required.
 3. Provide opaque, fabric or plastic windscreen material, full height and run of fencing, including gates.

2.6 TEMPORARY CONTROLS

- A. Contractor Responsibility:
 1. Specific safety requirements by governmental authorities, including requirements of latest Occupational Safety and Health Act (OSHA) and Cal/OSHA.
- B. Provide and maintain methods, equipment, and temporary construction, as necessary to provide controls over environmental conditions at construction site and related areas under Contractor's control.
 1. Remove physical evidence of temporary facilities at completion of Work.
 2. Comply with requirements of authorities having jurisdiction.
- C. Dust Control:
 1. Provide positive methods and apply dust control materials to minimize raising dust from construction operations, and provide positive means to prevent airborne dust from dispersing into atmosphere.
- D. Water Control:
 1. Provide methods to control surface water to prevent damage to Project, Site, or adjoining properties.

2. Control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels and other construction areas and to direct drainage to proper runoff.
3. Provide, operate and maintain hydraulic equipment of adequate capacity to control surface water.
4. Dispose of drainage water in manner to prevent flooding, erosion, or other damage to Project Site or to adjoining areas.
5. Comply with requirements specified in Section 01 57 13.

E. Debris Control:

1. Maintain areas under Contractor's control free of extraneous debris.
2. Prevent accumulation of debris at construction site, storage and parking areas, or along access roads.
3. Provide containers for deposit of debris as specified in Section 01 74 19.

F. Pollution Control:

1. Provide methods, means and facilities required to prevent contamination of soil, water and atmosphere by discharge of noxious substances from construction operations.
2. Provide equipment and personnel to perform emergency measures required to contain spillage, and to remove contaminated soils and liquids.
3. Take special measures to prevent harmful substances from entering public waters.
 - a. Prevent disposal of wastes, effluents, chemicals, and other such substances in sanitary or storm sewers.

G. Temporary Fire Protection:

1. Install and maintain temporary fire protection facilities of types needed to protect against reasonably predictable and controllable fire losses.
2. Comply with NFPA 241 .
3. Prohibit smoking in construction areas.
4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
5. Develop and supervise overall fire prevention and protection program for personnel at Project Site.
 - a. Review needs with local fire department and establish procedures to be followed.
 - b. Instruct personnel in methods and procedures.
 - c. Post warnings and information.

2.7 PROJECT IDENTIFICATION SIGN

- A. Provide one painted sign, of not less than 32 sq. ft. area, with painted graphic content to include:

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1. Title of Project.
2. Name of Owner.
3. Names and Titles of:
4. Architect.
5. Professional Consultants.
6. Prime Contractor.
7. Graphic Design, Style of Lettering, and Colors:
 - a. As designated by Architect.
8. Erect on Project Site at lighted location of high public visibility, adjacent to main entrance to Project Site, as approved by Architect.
 - a. Support on posts or framing of preservative treated wood or steel.

2.8 TEMPORARY INFORMATIONAL SIGNS

- A. Provide temporary informational signs as follows:
 1. As required by codes, laws and regulatory agencies and to:
 - a. Inform public and persons seeking entrance to Project.
 - b. Identify key elements of construction facilities.
 - c. Direct traffic.
- B. Prepare temporary signs of sizes indicated.
 1. Erect on Project Site as approved by Architect.
 2. Support on posts or framing of preservative treated wood or steel.
 3. Do not permit installation of unauthorized signs..

2.9 OWNERSHIP OF TEMPORARY FACILITIES AND CONTROLS

- A. Items provided by Contractor under this Section remain property of Contractor
 1. Remove such items from job site immediately upon completion of Work..

PART 3 EXECUTION

3.01 MAINTENANCE AND REMOVAL

- A. Maintain temporary facilities as long as needed for safe and proper completion of Work.
- B. Remove such temporary facilities as rapidly as progress of Work will permit, or as directed by Architect.

END OF SECTION 01 50 00

SECTION 01 57 23

TEMPORARY STORM WATER POLLUTION CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. CASQA Construction Handbook / Website Portal – Available as a subscription service at: <https://www.casqa.org/resources>.

1.2 SUMMARY

- A. This Section includes all methods and materials to comply with the Project's Storm Water Pollution Prevention Plan (SWPPP), which is required for construction sites with a disturbed area of one or more acres, including construction sites of less than one acre when they are part of a larger common development plan that is equal to or greater than one acre:
 - 1. The Owner is responsible for obtaining coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ and associated amendments, NPDES No. CAS000002 (Construction General Permit). The Owner will submit the following Project Registration Documents (PRDs) to the State Water Board electronically, using the State Water Board Storm Water Multiple Application and Report Tracking System (SMARTS) as described in Attachment B of the Construction General Permit, hereafter regarded as the CGP. This includes payment of the fee statement generated by SMARTS after PRD submittal.
 - 2. The Owner will supply the following documents:
 - a. Conceptual SWPPP hereafter referred to as the Owner's SWPPP (CSWPPP), prepared by a Qualified SWPPP Developer (QSD) to minimize the discharge of pollutants in stormwater due to construction activities.
 - b. Notice of Intent (NOI).
 - c. Risk Assessment.
 - d. Conceptual Site Map.
 - e. WDID.

B. Related Requirements:

1. Section 01 21 00 "Allowances."
2. Section 01 22 00 "Unit Prices."

1.3 UNIT PRICES

A. Work of this Section is affected by unit prices. Provide unit prices for the following items:

1. Construction site management.
2. Landscaping.
3. Laboratory testing of storm water samples.
4. Mulch (permanent landscape protection).
5. Rain Event Action Plans (REAP's).
6. Site inspections and observations.
7. Soil amendments (compost and fertilizer).
8. Soil stabilizer (temporary and permanent).
9. C-SWPPP.
10. Storm water annual reporting.
11. Storm water exceedance reporting (NAL/NEL/other).
12. Storm water sampling and analysis.
13. Street sweeping.
14. Temporary Active Treatment System (ATS).
15. Temporary check dams.
16. Temporary concrete washouts.
17. Temporary construction entrances.
18. Temporary construction roadways.
19. Temporary covers.
20. Temporary drainage inlet protection.
21. Temporary erosion control blankets.
22. Temporary fences for environmentally sensitive areas (ESA's).
23. Temporary fiber rolls / straw waddles.
24. Temporary gravel bag berms.
25. Temporary hydraulic mulch.
26. Temporary hydroseed.
27. Temporary silt fences.
28. Temporary straw bale barriers.
29. Turf reinforcement mats.

1.4 ABBREVIATIONS

- A. ATS: Advanced Treatment System.
- B. BMP: Best Management Practice.
- C. CASQA: California Storm water Quality Association.
- D. CCR: California Code of Regulations.
- E. CGP: Construction General Permit.
- F. CSMP: Construction Site Monitoring Program.
- G. C-SWPPP: CONTRACTOR's SWPPP.
- H. C-WPCP: CONTRACTOR's WPCP.
- I. DTSC: Department of Toxic Substance Control.
- J. EPA: Environmental Protection Agency.
- K. ESA: Environmentally Sensitive Area.
- L. LRP: Legally Responsible Person.
- M. NAL: Numeric Action Level.
- N. NEL: Numeric Effluent Limitation.
- O. NOI: Notice of Intent.
- P. NOT: Notice of Termination.
- Q. NPDES: National Pollutant Discharge Elimination System.
- R. PRD: Project Registration Document.
- S. QSD: Qualified SWPPP Developer.
- T. QSP: Qualified SWPPP Practitioner.
- U. REAP: Rain Event Action Plan.
- V. RWQCB: Regional Water Quality Control Board.
- W. SAP: Sampling and Analysis Plan.
- X. SMARTS: Storm water Multiple Application and Report Tracking System.
- Y. SWPPP: Storm Water Pollution Prevention Plan.

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- Z. SWRCB: State Water Resources Control Board.
- AA. WDID: Waste Discharge Identification Number.
- BB. WPCD: Water Pollution Control Drawing.
- CC. WPCP: Water Pollution Control Program

1.5 ACTION SUBMITTALS

- A. Refer to entire section for all the submittal requirements.
- B. C-SWPPP:
 - 1. Preliminary.
 - 2. Final.
 - 3. Amendments.
- C. Construction Site Monitoring Program (CSMP).
- D. ATS:
 - 1. ATS Plan.
 - 2. Notice of Discharge Report

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Contractor's QSD and QSP.
- B. Hazardous waste documentation.
- C. Rain Event Action Plan(s) (REAP).
- D. Storm Water Annual Report.

1.7 QUALITY ASSURANCE

- A. QSD Qualifications: Throughout the duration of construction, assign to the Project a QSD with the following training qualifications in accordance with Section VII of the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activity, State Water Resources Control Board (SWRCB) Order No. 2009-0009-DWQ and associated amendments, NPDES No. CAS000002 (Construction General Permit):
 - 1. A person who has attended and passed a State Water Board-sponsored or approved QSD training course.
 - 2. Registered or certified as at least one of the following:
 - a. California Registered Civil Engineer.

- b. California Registered Professional or Engineering Geologist.
 - c. California Licensed Landscape Architect.
 - d. Professional American Institute of Hydrology Hydrologist.
 - e. Certified Professional in Storm Water Quality (CPSWQ)TM registered through Enviro Cert International, Inc.
 - f. Certified Professional in Erosion and Sediment Control (CPESC)TM registered through Enviro Cert International, Inc.
 - g. Professional in Erosion and Sediment Control registered through the National Institute for Certification in Engineering Technologies (NICET).
- B. QSP Qualifications: Throughout the duration of construction, assign to the Project a QSP with the following training qualifications in accordance with Section VII of the CGP:
- 1. A person who has attended and passed a State Water Board-sponsored or approved QSP training course.
 - 2. Certified as at least one of the following:
 - a. Certified Erosion, Sediment and Storm Water Inspector (CESSWI)TM registered through Enviro Cert International, Inc.
 - b. Certified Inspector of Sediment and Erosion Control (CISEC)TM registered through CISEC, Inc.
 - c. QSD.
- C. Qualified Person Qualifications: Throughout the duration of construction, assign to the Project an appropriately trained individual with at least one of the following training qualifications:
- 1. Attended and passed a State Water Board-sponsored or approved QSD or QSP training course, or
 - 2. Registered or certified as a:
 - a. California Registered Civil Engineer.
 - b. California Registered Professional or Engineering Geologist.
 - c. California Licensed Landscape Architect.
 - d. Professional American Institute of Hydrology Hydrologist.
 - e. Certified Professional in Storm Water Quality (CPSWQ)TM registered through Enviro Cert International, Inc.
 - f. Certified Professional in Erosion and Sediment Control (CPESC)TM registered through Enviro Cert International, Inc.
 - g. Professional in Erosion and Sediment Control registered through the National Institute for Certification in Engineering Technologies (NICET).
 - h. Certified Erosion, Sediment and Storm Water Inspector (CESSWI)TM registered through Enviro Cert International, Inc.
 - i. Certified Inspector of Sediment and Erosion Control (CISEC)TM registered through CISEC, Inc.

1.8 LAWS, REGULATIONS, AND POLICIES

- A. The following laws, permits, regulations and Board policies apply to the erosion and sediment transport control requirements described in this Section.
1. Construction General Permit (CGP): National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activity. State Water Resources Control Board (SWRCB) Order No. 2009-0009-DWQ, NPDES No. CAS000002, adopted September 2, 2009 and associated amendments.
 2. California Code of Regulations (CCR), Title 23 (Divisions 2 and 4) and Title 24 (Parts 5 and 11).
 3. California Regional Water Quality Control Board (RWQCB) Water Quality Control Plan for the San Diego Basin (9).
 4. California Statewide General Permit for Waste Discharge Requirements for Discharges from Utility Vaults and Underground Structures to Surface Waters, Order No. 2006-008-DWQ, NPDES No. CAG990002.
 5. California RWQCB San Diego Region, General Waste Discharge Requirements for Discharges of Hydrostatic Test Water and Potable Water to Surface Waters and Storm Drains or Other Conveyance Systems, Order No. R9-2002-0020, NPDES No. CAG679001.
 6. California RWQCB San Diego Region, General Waste Discharge Requirements for Discharges from Groundwater Extraction Waste to Surface Waters within the San Diego Region except for San Diego Bay, Order No. R9-2008-0002, NPDES No. CAG919002 (Waste Discharge Application/NPDES Permit, Form 200, replacing Order No. R9-2001-96).
 7. California RWQCB San Diego Region, General Waste Discharge Requirements for Discharges from Temporary Groundwater Extraction and Similar Waste Discharges to San Diego Bay, Tributaries Thereto under Tidal Influence, and Storm Drains or Other Conveyance Systems Tributary Thereto, Order No. R9-2007-0034, NPDES No. CAG919001.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Best Management Practices (BMP's) shall be installed and maintained for water pollution control following the guidance of the appropriate BMP Fact Sheet from the CASQA Construction Handbook / Website Portal.
- B. BMP's shall be installed and maintained for water pollution control following the guidance of the appropriate BMP Fact Sheet from the CASQA Construction Handbook / Website Portal.
- C. Materials needed for the proper installation and operation of BMP's shall comply with the requirements identified on the appropriate CASQA BMP Fact Sheets.
- D. Materials used in the installation and operation of an ATS shall be in compliance with Attachment F of the CGP.

2.2 RAIN GAUGES

- A. Provide a non-recording rain gauge on the project site and ensure proper positioning to avoid shielding from neighboring buildings, vegetation, etc.
- B. Manufacturers: Subject to compliance with requirements, provide one of the following:
 - 1. High Sierra Electronics, Model 2501-00.
 - 2. Belfort Instruments, Model 5-400.
 - 3. Hydrologic Services Pty., Ltd., Standard Model SRG.
 - 4. Or equal.

PART 3 - EXECUTION

3.1 CONSTRUCTION POLLUTION PREVENTION DOCUMENT

- A. Provide a designated individual, meeting the specified qualifications, to amend the C-SWPPP with phase-specific details. A copy of the C-SWPPP will be provided by the Owner:
 - 1. Provide a designated individual, meeting the specified qualifications, to implement the C-SWPPP with regards to contract work items and all elements required by the CGP. The CGP is available online at:
http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml.
 - 2. In addition to compliance with the CGP, comply with all other applicable state, municipal or regional laws, ordinances, rules or regulations governing discharge of storm water, including applicable municipal storm water management programs.
- B. Provide a designated individual with evidence of adequate training who shall amend the C-WPCP with phase specific details. Comply with the same without adjustment of the Contract Price or the Contract Time:
 - 1. Implement the C-WPCP with regards to contract work items and all elements required to protect water quality in compliance with the California RWQCB Water Quality Control Plan for the San Diego Basin, available at:
http://www.swrcb.ca.gov/rwqcb9/water_issues/programs/basin_plan/index.shtml.
 - 2. In addition to compliance with the Water Quality Control Plan, Comply with all other applicable state, municipal or regional laws, ordinances, rules or regulations governing discharge of storm water, including applicable municipal storm water management programs.

3.2 STORM WATER POLLUTION CONTROL

- A. Assign a QSD for the project to be in charge of amending and certifying the C-SWPPP. In particular, the QSD shall perform the responsibilities indicated in Section XIV of the CGP and shall meet the training requirements specified in Section VII.B.1 of the CGP.

- B. Prepare a C-SWPPP providing effective soil erosion protection and sediment transport controls include fertilizing, seeding, and mulching for all disturbed areas that are not to be paved or otherwise treated, inactive areas, finished slopes, open space, and completed lots in accordance with the Contract Documents and the CGP.
- C. Assign a Qualified SWPPP Practitioner (QSP) for the project, to be in charge of implementation of all provisions of the amended C-SWPPP, hereafter referred to as the Contractor's SWPPP (C-SWPPP), including non-stormwater and stormwater visual observations, sampling and analysis, and erosion and sediment control best management practice (BMP) implementation. In particular, the QSP shall perform the responsibilities indicated in Section G of Attachments C, D, and E of the CGP and shall meet the training requirements specified in Section VII.B.3 of the CGP.
- D. Designate at least two Data Submitters for the Project, in case one becomes unavailable (one should be the QSP). They shall each:
 - 1. Complete a User Account Registration through SMARTS.
 - 2. Provide their User IDs to the LRP or approved signatory (AS), so as to be linked to the account.
- E. Upload the following documentation during the course of the Project as required by the CGP and the C-SWPPP until the approval of the Project's Notice of Termination (not meant to be an all-inclusive list):
 - 1. Sampling and analysis data.
 - 2. Storm water annual reports.
 - 3. NOT
- F. The final SWPPP with all of its attachments and appendices, including anything uploaded onto SMARTS during the course of construction shall be included in the record documents.
- G. Construction activities shall not cause a discharge that alters the physical, thermal, chemical, biological or radioactive properties of any waters of the State; or discharge a contaminant that is likely to cause a nuisance or be harmful to public health, wildlife, or other legitimate uses.
- H. To the extent practicable, all construction sites shall provide onsite methods to prevent sediment from entering the existing stormwater systems. Discharge of cloudy or sediment-laden water from any construction site to surface waters or any part of the sewer system is prohibited.
- I. All construction sites shall have stabilized construction site ingress and egress to limit tracking of sediment offsite.
- J. When sediment escapes the construction site, offsite accumulations of sediment shall be removed by the end of the day. Precautions shall be taken to ensure that sediment does not enter receiving waters.
- K. Existing vegetation shall be preserved where possible to minimize erosion.

- L. Follow instructions in Part 3 Articles “Temporary BMP Installation, Operation and Maintenance,” “Post-Construction BMP’s,” and “Maintenance Prior to Final Acceptance.”

3.3 CONTRACTOR’S STORMWATER POLLUTION PREVENTION PLAN (C-SWPPP)

- A. Do not start work until:
 - 1. An approved copy of the C-SWPPP is onsite.
 - 2. A Waste Discharge Identification (WDID) number is issued.
- B. Discharges of runoff from a project shall comply with the CGP.
 - 1. Construction site management activities include:
 - a. Preparation of the C-SWPPP.
 - b. Preparation of REAP’s.
 - c. Implementation and maintenance of construction best management practices (BMP’s).
 - d. Construction site monitoring, sampling and analysis.
 - e. Preparation of storm water annual report.
 - 2. Stormwater pollution control work shall comply with the C-SWPPP.
- C. Contractor’s QSD shall prepare a C-SWPPP using the Owner’s SWPPP template in accordance with all CGP requirements.
 - 1. The Owner will review and approve of the C-SWPPP prior to the Contractor uploading the amended document onto SMARTS.
 - 2. The C-SWPPP shall be signed by the Contractor’s QSD.
- D. Contractor is responsible for protecting stormwater systems and receiving waters from the discharge of potential pollutants from the project site due to construction activities by using stormwater pollution control practices, including the following construction support facilities:
 - 1. Staging areas.
 - 2. Storage yards for equipment and materials.
 - 3. Mobile operations.
 - 4. Batch plants for Portland cement concrete and hot mix asphalt.
 - 5. Crushing plants for rock and aggregate.
 - 6. Other facilities installed for construction-related reasons such as haul roads.
 - 7. Borrow and disposal sites:
 - a. Stormwater pollution due to erosion shall be prevented at an operated borrow or disposal site, during and after completion of construction activities.
 - b. Upon completion of work, the site shall be left in a condition where stormwater will not collect or stand therein.

- E. At least 5 days before operating any construction support facility that is not covered in the C-SWPPP, submit an amendment to the C-SWPPP, signed by the Contractor's QSD, showing the location and quantity of water pollution control practices associated with the construction support facility.

- F. Contractor is responsible for designating one or more QSP's to be responsible for the following duties:
 - 1. Maintaining an up-to-date copy of the C-SWPPP onsite at all times, from commencement of construction to final site stabilization and approval of the Notice of Termination (NOT).
 - 2. Making a copy of the up-to-date C-SWPPP available for inspection by outside authorized regulatory authorities upon request.
 - 3. Maintaining records detailing the dates on which major construction activities began and were completed.
 - 4. Keeping track of any data or attachments uploaded onto SMARTS.
 - 5. Keeping track of any Data Submitters who are linked to or removed from this Project through SMARTS.
 - 6. Documenting any new contractor/subcontractor who will implement a measure of the C-SWPPP.
 - 7. Ensuring that new contractors and subcontractors are made aware of their responsibilities in the C-SWPPP.
 - 8. Keeping track of required training/certifications for key personnel.

9. Ensuring training is conducted for site personnel such as:
 - a. Project managers.
 - b. Supervisory personnel.
 - c. Employees involved in stormwater pollution control work, including subcontractor personnel.
10. Ensuring that employees receive their initial stormwater pollution control training before working at the job site.
11. Ensuring that employees involved in stormwater pollution control work, including subcontractor personnel, are trained in the following subjects:
 - a. Stormwater pollution control rules and regulations
 - b. Implementation and maintenance for:
 - 1) Temporary Soil Stabilization.
 - 2) Temporary Sediment Control.
 - 3) Tracking Control.
 - 4) Wind Erosion Control.
 - 5) Material pollution prevention and control.
 - 6) Waste management.
 - 7) Non–storm water management.
12. Ensuring that weekly training meetings covering:
 - a. Deficiencies and corrective actions for stormwater pollution control practices.
 - b. Stormwater pollution control practices required for work activities during the week.
 - c. Spill prevention and control.
 - d. Material delivery, storage, usage, and disposal.
 - e. Waste management.
 - f. Non–storm water management procedures.
13. Ensuring that personnel who collect water quality samples are trained in the following subjects:
 - a. Sampling and analysis plan (SAP) review.
 - b. Health and safety review.
 - c. Sampling simulations.
14. Documenting all training sessions conducted. This involves increasing awareness of the need to comply with the C-SWPPP, which includes minimizing sediment in stormwater discharges offsite, keeping a clean site; and minimizing the potential for construction materials and wastes from entering stormwater discharges.
15. Conducting an assessment of materials and equipment onsite with the potential to contaminate stormwater runoff.
16. Updating the inventory of potential pollutants as new potential contaminants arrive onsite.
17. Documenting all monitoring/sampling and analysis.

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18. Acting as the site spill coordinator to document spills, direct clean-up activities, minimize impact to stormwater, and ensure that the proper reporting, if necessary, is completed.
19. Documenting all incidences of non-compliance with the CGP. Incidences of non-compliance shall trigger a review of the C-SWPPP to determine when another amendment is necessary.
20. Overseeing and enforcing hazardous waste management practices as directed in the C-SWPPP, including spill prevention and control measures, and in accordance with applicable local, state, and federal regulations such as proper hazardous waste handling and emergency procedures under 40 CFR § 262.34(d)(5)(iii) and under 22 CA Code of Regulations Division 4.5:
 - a. Preparation and submittal of appropriate documentation for transportation and disposal.
 - b. Following appropriate procedures when unanticipated hazardous substances as defined in Health & Safety Code § 25316 and § 25317 are discovered onsite.
 - c. Marking labels when needed with the following information in compliance with 22 CCR § 66262.31 and § 66262.32:
 - 1) Date the hazardous waste is generated.
 - 2) The words "Hazardous Waste."
 - 3) Composition and physical state of the hazardous waste (for example, asphalt grindings with thermoplastic or paint).
 - 4) The word "Toxic."
 - 5) Name, address, and telephone number of the Owner's Representative.
 - 6) Contract number.
 - 7) Contractor or subcontractor name.
 - 8) Disposal of hazardous waste within California at a disposal site operating under a permit issued by Department of Toxic Substance Control (DTSC).
21. Ensuring that field engineering activities are planned and conducted in accordance with the C-SWPPP.
22. Preparation and implementation of REAP's.
23. Ensuring that inspection requirements identified in the C-SWPPP are performed:
 - a. Inspections and reports for visual monitoring:
 - 1) before a likely precipitation event;
 - 2) after precipitation that produces site runoff;
 - 3) at 24-hour intervals during extended precipitation; and
 - 4) on a pre-determined schedule of at least once a week.
 - b. Daily inspections and oversight of:
 - 1) Storage areas for hazardous materials and waste, including all temporary containment facilities and satellite collection locations;
 - 2) Hazardous waste disposal and transporting activities; and
 - 3) Hazardous material delivery and storage activities.

- c. Overseeing inspections with regard to the following specific construction activities:
 - 1) Vehicle and equipment cleaning facilities:
 - a) Daily when vehicle and equipment cleaning occurs daily
 - b) Weekly when vehicle and equipment cleaning does not occur daily
 - 2) Vehicle and equipment maintenance and fueling areas:
 - a) Daily when vehicle and equipment maintenance and fueling occurs daily.
 - b) Weekly when vehicle and equipment maintenance and fueling does not occur daily
 - 3) Vehicles and equipment storage areas:
 - a) At the job site, check for leaks on a daily basis.
 - b) Operators shall inspect vehicles and equipment each day of use.
 - 4) Demolition sites within 50 feet of storm drain systems and receiving waters daily.
 - 5) Pile driving areas for leaks and spills:
 - a) Daily when pile driving occurs daily.
 - b) Weekly when pile driving does not occur daily.
 - 6) Temporary concrete washouts:
 - a) Daily when concrete work occurs daily.
 - b) Weekly when concrete work does not occur daily.
 - 7) Paved roads at construction access points for street sweeping:
 - a) Daily when earthwork and other sediment or debris generating activities occur daily.
 - b) Weekly when earthwork and other sediment or debris generating activities do not occur daily.
 - c) Whenever the National Weather Service is predicting precipitation.
 - 8) Temporary active treatment system:
 - a) Daily when dewatering work occurs daily.
 - b) Weekly when dewatering work does not occur daily.
- d. Quarterly non-stormwater inspections: noting the conditions of those areas onsite that have the potential to result in pollution of stormwater.

24. Consulting with the Owner and QSD regarding inspection results (BMP deficiencies or potential failures) to determine when corrective action (an amendment to the C-SWPPP) is necessary.
25. Implementing and overseeing necessary corrective actions to the erosion/sediment control devices and other BMP's under the oversight of the Owner and/or QSD.
26. Documenting all inspections and any corrective actions.
27. Directing ongoing regular BMP maintenance activities (e.g. silt fence repair, hay bale replacement, sediment removal in retention basin, timely waste disposal, etc). Routine maintenance or the implementation of additional BMP's as recommended in the C-SWPPP does not constitute a corrective action.
28. Ensuring that materials and manpower are made available for the successful maintenance of all erosion and sediment control and other BMP's specified in the C-SWPPP.
29. Mobilizing crews to:
 - a. Repair, replace, and/or implement additional BMP's due to deficiencies, failures or other shortcomings identified during inspections, to be completed within 72 hours of identification.
 - b. Repair existing BMP's and/or implement additional BMP's immediately in the event of an NAL exceedance.
 - c. Repair or replace stormwater pollution control practices at Contractor's expense when they are disturbed or displaced by Contractor or Subcontractor vehicles, equipment, or activities.
 - d. Remove and dispose of stormwater pollution control practices when the Owner determines they are no longer required.
 - e. Restore areas disturbed by the installation and removal of stormwater pollution control practices. Backfill holes and depressions when removing stormwater pollution control practices.
30. Documenting all maintenance.

31. Marking up the Water Pollution Control Drawings (WPCD's) with actual site conditions, including any sampling locations, and posting them in the construction trailer. (The C-SWPPP should contain specific WPCD's for each phase of construction of an appropriate size for use in the construction trailer.):
 - a. When a marked up WPCD is too full to be easily read, the QSP shall date and fold it, put it in the C-SWPPP for documentation, and start a new one.
 - b. Another way of documenting the changing site conditions is to laminate the map, take a picture of it after any changes are made, then date the photo and put it in the C-SWPPP for documentation.
 32. Maintaining records detailing the dates on which post-construction BMPs were completed.
 33. Preparing an NOT submittal upon final stabilization of the site. A copy of the NOT shall be printed and included in Appendix A upon submission through SMARTS.
- G. Whenever there is the potential of a pollutant discharge, the QSP may order laboratory analysis of stormwater or non-stormwater samples. Laboratory analysis of the samples shall be paid at a unit price per Section 01 22 00 "Unit Prices."
- H. The Owner will not pay for the preparation, collection, laboratory analysis, and reporting of stormwater samples for non-visible pollutants when: water pollution control practices are not implemented before precipitation, or a failure of a water pollution control practice is not corrected before precipitation.
- I. Contractor is responsible for implementing appropriate construction site management and erosion and sediment control BMP's as described in this section. The "Construction Site Management" portion of this section describes the minimum BMP requirements from the CGP.
- J. The Owner will not pay for implementation of stormwater pollution control practices in areas outside the project limits such as borrow sites and construction support facilities.
- K. Contractor is responsible for implementation of appropriate post-construction BMP's as required to minimize and/or mitigate for post-construction stormwater runoff impacts in accordance with approved civil design plans.
- L. Each failure to comply with the project C-SWPPP and each failure to implement stormwater pollution control practices are considered separate performance failures.
- 3.4 C-SWPPP PREPARATION
- A. Start the following process for amending the C-SWPPP within 60 days of receiving the Notice to Proceed:
1. Submit a copy of the C-SWPPP. Allow 30 days for the Owner to review. The Owner will provide comments and specify the date when the review stopped if revisions are required.

2. Submit a revised C-SWPPP within 15 days of receiving the Owner's comments. The Owner review will resume when a complete revised C-SWPPP has been resubmitted.
 3. When the Owner accepts the revised C-SWPPP, submit an electronic copy and a printed copy of the accepted document.
 4. When the RWCQB is required to review the accepted document, submit one copy of the accepted SWPPP to the RWCQB for its review and comment.
 5. When the RWCQB requests changes to the document, amend the revised C-SWPPP within 10 days.
- B. Preparation and implementation of a C-SWPPP as described in the Owner's SWPPP template document, including the following items:
1. Amend the C-SWPPP with phase specific BMP's.
 2. Prepare, install and maintain the stormwater pollution control practices as defined by an erosion and sediment control plan.
 3. Amend the C-SWPPP as necessary if deficiencies or discrepancies are identified during construction.
 4. Amend and implement a construction site monitoring program (CSMP).
 5. Monitor, inspect and report on water pollution control practices at the job site.
 6. Amend and implement the SAP.
 7. Sample, test and report on water quality if necessary.
 8. Prepare and implement REAP's (not required for Risk Level 1 projects).
- C. Whenever there is the concern that the C-SWPPP may be inadequate to comply with applicable water quality objectives or water quality standards as contained in the CGP, the California Toxics Rule, the National Toxics Rule, or the Regional Water Quality Control Plan (Basin Plan), the QSP may request changes to the stormwater pollution control practices or the Owner may require changes to stormwater pollution control practices. Changes may include additional or new stormwater pollution control practices. Additional stormwater pollution control work shall be paid at a unit price per Section 01 22 00 "Unit Prices."
- D. Contractor shall have a QSD amend the C-SWPPP whenever:
1. Changes in work activities might affect the discharge of pollutants.
 2. Stormwater pollution control practices are added by change order.
 3. Stormwater pollution control practices are added at Contractor's discretion.
 4. Changes in the amount of disturbed soil are substantial.
 5. Objectives for reducing or eliminating pollutants in stormwater discharges have not been achieved.
 6. The project receives a written notice of a Permit violation from the RWCQB or any other regulatory agency.

- E. The C-SWPPP shall:
1. Describe the work involved in the installation, maintenance, repair, and removal of temporary and permanent water pollution control practices.
 2. Show:
 - a. Locations of disturbed soil areas.
 - b. Water bodies and conveyances.
 - c. Locations and types of water pollution control practices that will be used for:
 - d. Stormwater and non-stormwater in areas outside the job site, but related to project work activities such as (1) staging areas, (2) storage yards, and (3) access roads.
 - e. Activities or mobile operations related to all NPDES permits.
 - f. Construction support facilities.
 - g. Locations and types of temporary water pollution control practices that will be used in the work for each construction phase.
 - h. Locations and types of water pollution control practices that will be installed permanently under the Contract.
 - i. Pollutant sampling locations.
 - j. Locations planned for storage and use of potential non-visible pollutants.
 - k. Receiving water sampling locations.
 3. Include a copy of all required permits such as dewatering permits, Fish & Game permits, US Army Corps of Engineers permits or RWCQB 401 certifications.
 4. Include the project's risk level based on the site's sediment and receiving water risk during periods of soil exposure as determined by the QSD.
 5. Include the following items as follows:
 - a. Schedule.
 - b. Construction Site Monitoring Program (CSMP).
 - c. Schedule.
 - d. CSMP.
 - e. Adherence to Effluent Standards for NAL's.
 - f. Rain Event Action Plans (REAP's).
 - g. Schedule.
 - h. CSMP.
 - i. Adherence to Effluent Standards for NAL's and NEL's.
 - j. REAP's.
 6. Include a Construction Schedule containing at a minimum:
 - a. Work activities to be performed that could cause the discharge of pollutants into storm water.
 - b. Implementation of stormwater pollution control practices associated with each construction phase.
 - c. Implementation of soil stabilization and sediment control practices for disturbed soil areas.
 7. Include a Spill Response and Implementation Plan containing at a minimum:

- a. If the Contractor spills or leaks chemicals or hazardous substances at the job site, the Contractor is responsible for all associated cleanup costs and related liability.
- b. Procedural requirements for clean-up of spills and leaks with regard to the potential pollutants, chemicals, and hazardous substances expected to be onsite.
 - 1) For Minor Spills - Clean up a minor spill using the following procedures:
 - a) Contain the spread of the spill.
 - b) Recover the spilled material using absorption.
 - c) Clean the contaminated area.
 - d) Dispose of the contaminated material and absorbents promptly and properly.
 - 2) For Semi-significant Spills - Clean up a semi-significant spill immediately using the following procedures:
 - a) Contain the spread of the spill.
 - b) On paved or impervious surfaces, encircle and recover the spilled material with absorbent materials. Do not allow the spill to spread widely.
 - c) When the spill occurs on soil, contain the spill by constructing an earthen dike and dig up the contaminated soil for disposal.
 - d) When the spill occurs during precipitation, cover the spill with 10 mil plastic sheeting or other material to prevent contamination of runoff.
 - e) Dispose of the contaminated material promptly and properly.
 - 3) For Significant or Hazardous Spills - Immediately notify qualified personnel of a significant or hazardous spill. Take the following steps:
 - a) Do not attempt to clean up the spill until qualified personnel have arrived.
 - b) Notify the District Construction Manager and follow up with a report.
 - c) Obtain the services of a spill contractor or hazardous material team immediately.
 - d) Notify local emergency response teams by dialing 911 and county officials using the emergency phone numbers kept at the job site.
 - e) Notify the Governor's Office of Emergency Services Warning Center at (805) 852-7550.
 - f) Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities under 40 CFR 110, 119, and 302.
 - g) Notify other agencies as appropriate, including: Fire Department; Public Works Department; Coast Guard; Highway Patrol; City Police or County Sheriff's Department; DTSC;

California Division of Oil and Gas; Cal/OSHA; and/or the RWQCB.

- c. Reporting requirements – Report all spills to the QSP. The QSP will notify the Owner and the appropriate agencies when necessary.
 - d. Prevention requirements - Prevent a spill from entering stormwater runoff before and during cleanup.
 - e. Inventory requirements - Keep the correct supplies (equipment and materials) for cleanup of spills available onsite
 - f. Disposal requirements – Contaminated materials shall be disposed of properly according to applicable local, state, and federal regulations.
 - g. Training requirements - Spill response personnel shall be assigned and appropriately trained.
 - h. Timetable - Spills and leaks shall be cleaned up immediately.
- 8. Include a CSMP discussed in the following section.
 - 9. Include REAP's for Risk Level 2 and Risk Level 3 Projects.

3.5 C-SWPPP CONSTRUCTION SITE MONITORING PROGRAM (CSMP)

- A. The Project shall revise the CSMP from the C-SWPPP to reflect current construction activities as needed.
- B. The following steps shall occur in order for the CSMP to be properly implemented.
 - 1. Obtain, install, and maintain a rain gauge at the job site. Observe and record daily precipitation.
 - 2. Install facilities and devices used for stormwater pollution control within 15 days or before predicted precipitation, as detailed in the C-SWPPP.
 - 3. Complete REAP activities including crew mobilization no later than 24 hours before precipitation occurs.
 - 4. Monitor the National Weather Service forecast on a daily basis. For the National Weather Service forecast, go to: <http://www.srh.noaa.gov/> forecast.
- C. The CSMP shall include the following items for each risk level as follows:
 - 1. Visual monitoring procedures.
 - 2. Sampling and analysis for non-visible pollutants.
 - 3. Visual monitoring procedures.
 - 4. Sampling and analysis for non-visible pollutants.
 - 5. Sampling and analysis for sediment and turbidity.
 - 6. Sampling and analysis for pH.
 - 7. Visual monitoring procedures.
 - 8. Sampling and analysis for non-visible pollutants.
 - 9. Sampling and analysis for sediment and turbidity.
 - 10. Sampling and analysis for pH.
 - 11. Sampling and analysis for receiving water sampling.
 - 12. Sampling and analysis for temporary active treatment systems.
- D. The CSMP shall include all visual monitoring (inspection) requirements:

1. The QSP shall oversee inspections for stormwater pollution control practices identified in the C-SWPPP:
 - a. Before a forecasted storm.
 - b. After precipitation that causes site runoff.
 - c. At 24-hour intervals during extended precipitation.
 - d. On a predetermined schedule of at least of once a week.

2. The QSP shall ensure that a site inspection report is completed within 24 hours of completing a site inspection. The report shall include:
 - a. Inspection date and date the inspection report was written.
 - b. Weather information, including presence or absence of precipitation, estimate of beginning of qualifying storm event, duration of event, time elapsed since last storm, and approximate amount of rainfall in inches.
 - c. Site information, including stage of construction, activities completed, and approximate area of the site exposed.
 - d. A description of any BMP's evaluated and any deficiencies noted.
 - e. If the construction site is safely accessible during inclement weather, list the observations of all BMP's: erosion controls, sediment controls, chemical and waste controls, and non-stormwater controls. Otherwise, list the results of visual inspections at all relevant outfalls, discharge points, downstream locations and any projected maintenance activities.
 - f. Report the presence of noticeable odors or of any visible sheen on the surface of any discharges.
 - g. Any corrective actions required, including any necessary changes to the C-SWPPP and the associated implementation dates.
 - h. Photographs taken during the inspection, if any.
 - i. Inspector's name, title, and signature.

3. The QSP shall ensure that documentation is completed for:
 - a. Qualified rain events. The QSP shall oversee the performance of visual monitoring for qualified rain events. Visual inspections shall be performed during normal working hours. For each qualified rain event:
 - 1) Record the date, time, and rain gauge reading
 - 2) Report on observations:
 - a) Within 2 days before the storm for: spills, leaks, or uncontrolled pollutants in drainage areas; proper implementation of water pollution control practices; and leaks and adequate freeboard in storage areas.
 - b) Every 24 hours during the storm for: effective operation of water pollution control practices; and water pollution control practices needing maintenance and repair.
 - c) Within 2 days after the storm event for: stormwater discharge locations; and evaluation of design, implementation, effectiveness, and locations of water pollution control practices including locations where additional water pollution control practices may be needed.

- b. Non–stormwater discharges. Perform visual monitoring of non–stormwater discharges at least once during each of the following periods:
 - 1) January through March.
 - 2) April through June.
 - 3) July through September.
 - 4) October through December.
- c. Documentation for non–stormwater discharge monitoring shall include:
 - 1) Name of personnel performing the inspection, inspection date, and date the inspection report is completed.
 - 2) Storm and weather conditions.
 - 3) Location of any:
 - a) Floating and suspended material, oil sheen on the surface of stormwater, discoloration, turbidity, odor, and source of observed pollutants for flowing and contained storm water systems.
 - b) Non–stormwater discharges and their sources.
 - d. Corrective actions taken.
 - e. Maintain monitoring (inspection) reports at the job site as part of the C-SWPPP.
- E. Whenever a deficiency is identified during a visual inspection:
 - 1. Correct the deficiency immediately, unless the Owner or QSD agrees to a later date for making the correction
 - 2. Correct the deficiency before precipitation occurs.
 - 3. The Owner may correct the deficiency and deduct the cost of correcting the deficiency from payment when the Contractor fails to correct the deficiency by the agreed date or before the onset of precipitation.
 - 4. Continue SWPPP implementation during any suspension of work activities.
- F. The CSMP shall include an SAP.
 - 1. The SAP shall include specifications for:
 - a. Collecting samples.
 - b. preparing, testing and analyzing samples.
 - c. Reporting on test results.
 - 2. For a qualified rain event that produces runoff, sampling and analysis work shall comply with the project's SAP.
 - 3. Submit a copy of water quality analytical results within 60 days of laboratory analysis to the Owner. Electronic copies shall be in one of the following formats: xls, .txt, or .cvs, for uploading onto SMARTS. Also submit an evaluation of whether the downstream samples show levels of the tested parameter that are higher than the control sample. Include the following information:

- a. Sample identification number.
 - b. Contract number.
 - c. Constituent.
 - d. Reported value.
 - e. Analytical method.
 - f. Method detection limit.
 - g. Reported limit.
 - h. When an effluent sample exceeds a numeric action level (NAL), notify the Owner and submit an NAL exceedance report no later than five (5) days after the conclusion of the storm event through SMARTS. The report shall include the following field sampling results and inspections:
 - i. Analytical methods, reporting units, and detection limits.
 - j. Date, location, time of sampling, visual observations, and measurements
 - k. Quantity of precipitation of the storm event.
 - l. Description of BMP's and corrective actions taken to manage NAL exceedance.
 4. When a numeric effluent limit (NEL) is exceeded, notify the Owner and submit an NEL violation report no later than five (5) days after the conclusion of the storm event through SMARTS. The report shall include the following field sampling results and inspections:
 - a. Analytical methods, reporting units, and detection limits.
 - b. Date, location, time of sampling, visual observation and measurements.
 - c. Quantity of precipitation of the storm event.
 - d. Description of BMP's and corrective actions taken to manage NEL exceedance.
- G. The sampling and analysis portion of the CSMP shall be prepared as described below:
1. Assign trained personnel to collect water quality samples. Document the personnel and training in the SAP.
 2. Describe the following water quality sampling procedures in the SAP:
 - a. Sampling equipment - Samples taken by assigned field personnel shall comply with the equipment manufacturer's recommendation for collection, analytical methods, and equipment calibration.
 - b. Sample preparation - Samples taken for laboratory analysis shall follow water quality sampling procedures and be analyzed by a State-certified laboratory under 40 CFR Part 136 "Guidelines Establishing Test Procedures for the Analysis of Pollutants."
 - c. Collection.
 - d. Field measurement methods.
 - e. Analytical methods.
 - f. Quality assurance and quality control.
 - g. Sample preservation and labeling.
 - h. Collection documentation - Document all sample collections.
 - i. Sample shipping.
 - j. Chain of custody.
 - k. Data management and reporting - Retain water quality sampling documentation and analytical results with the SWPPP at the job site.
 - l. Precautions from the construction site health and safety plan.

- m. Laboratory selection and certifications - The SAP shall identify the State-certified laboratory, sample containers, preservation requirements, holding times, and analytical method. For a list of State certified laboratories, goto: <http://www.cdph.ca.gov/certlic/labs/Pages/ELAP.aspx>.
- 3. Amend the SAP when discharges or sampling locations change because of changed work activities or knowledge of site conditions.
- 4. The SAP shall describe the sampling and analysis strategy for monitoring non-visible pollutants.
- 5. The SAP shall identify potential non-visible pollutants present at the job site associated with any of the following:
 - a. Construction materials and wastes.
 - b. Existing contamination due to historical site usage.
 - c. Application of soil amendments, including soil stabilization materials, with the potential to change pH or contribute toxic pollutants to storm water.
- 6. The SAP shall include sample collection procedures for the conditions described below, if applicable:
 - a. For collecting samples from non-visible pollutant sources.
 - b. For collecting uncontaminated control samples.
 - c. For collecting samples during precipitation:
 - 1) For turbidity, pH, and other constituents as required.
 - 2) For all locations where stormwater is discharged offsite. Describe the collection of effluent samples at all locations where the stormwater is discharged offsite.
 - 3) At least three samples for each day of each qualifying rain event.
 - 4) Obtain run-on samples and receiving water samples downstream from the project site.
- 7. The SAP shall include a schedule for sample collection:
 - a. During the first two hours of each qualified rain event that produces runoff.
 - b. During normal working hours.
 - c. Not during dangerous weather conditions such as flooding or electrical storms.
- 8. The SAP shall include sampling procedures for collecting at least one sample for each qualified storm event when the following conditions are observed during a stormwater visual inspection:
 - a. Materials or wastes containing potential non-visible pollutants not stored under watertight conditions.
 - b. Materials or wastes containing potential non-visible pollutants stored under watertight conditions, but a breach, leak, malfunction, or spill occurred that was not cleaned up before the precipitation.
 - c. Chemical applications occurring within 24 hours preceding precipitation or during precipitation that could discharge pollutants to surface waters or

- drainage systems, including fertilizer, pesticide, herbicide, methyl methacrylate concrete sealant, or non-pigmented curing compound.
- d. Applied soil amendments, including soil stabilization materials that could change pH levels or contribute toxic pollutants to stormwater runoff and discharge pollutants to surface waters or drainage systems, unless available independent test data is available to indicate acceptable concentrations of non-visible pollutants in the soil amendment.
 - e. Stormwater runoff from an area contaminated by historical usage of the site that could discharge pollutants to surface waters or drainage systems.
9. The SAP shall identify locations for sampling downstream and control samples, and the reasons for selecting those locations. Select control sample locations where the sample does not come in contact with materials, wastes, or areas associated with potential non-visible pollutants or disturbed soil areas.
 10. For multiple discharge points, describe procedures for obtaining samples from a single upstream and a single downstream location.
 11. The CSMP shall address the assessment of stormwater pollution control practices, site conditions, and surrounding influences to determine the probable cause for an increase in levels of turbidity, pH, and other constituents.
 12. The Owner will not adjust payment or an increase or decrease in the quantity of stormwater sampling and analysis required during the course of the project.
 13. The SAP shall describe procedures for obtaining samples and analyzing turbidity as shown in the following table:

Parameter	Test method	Detection limit (min)	Unit
Turbidity	Field test with calibrated portable instrument	1	NTU ^a

^a Nephelometric turbidity units (NTU)

14. The SAP shall describe procedures for obtaining samples and analyzing suspended sediment concentration when the turbidity NEL is exceeded as shown in the following table:

Parameter	Test method	Detection limit (min)	Unit
Suspended sediment concentration	ASTM D 3977	5	mg/L

15. The SAP shall describe procedures for obtaining samples and analyzing pH as shown in the following table:

Parameter	Test method	Detection limit (min)	Unit
pH	Field test with calibrated portable instrument	0.2	pH units

16. The SAP shall describe procedures for obtaining samples from representative and accessible locations upstream of the discharge point and downstream of the discharge point.

H. The project is subject to NALs as shown in the following table:

Numeric Action Levels

Parameter	Test method	Detection limit (min)	Unit	Numeric action level (NAL)
pH	Field test with calibrated portable instrument	0.2	pH	Lower NAL = 6.5 Upper NAL = 8.5
Turbidity	Field test with calibrated portable instrument	1	NTU ^a	250 NTU

^a Nephelometric turbidity units (NTU)

I. The project is subject to NEL’s as shown in the following table:

Numeric Effluent Limits

Parameter	Test method	Detection limit (min)	Unit	Numeric effluent limit (NEL)
pH	Field test with calibrated portable instrument	0.2	pH	Lower NEL = 6.0 Upper NEL = 9.0
Turbidity	Field test with calibrated portable instrument	1	NTU ^a	500 NTU

^a Nephelometric turbidity units (NTU)

1. The storm event daily average for storms up to the 5-year, 24-hour storm shall not exceed the NEL for turbidity.
2. The daily average sampling results shall not exceed the NEL for pH.

3.6 C-SWPPP RAIN EVENT ACTION PLANS (REAP’s)

- A. A QSP or QSD shall prepare a REAP designed to protect all exposed portions of the job site within 48 hours prior to any likely precipitation event. A likely precipitation event is defined as when the National Weather Service predicts a 50 percent or greater probability of precipitation within 72 hours in the vicinity of the job site.

- B. The REAP shall include:
1. Site location.
 2. Risk level.
 3. Contact information including 24-hour emergency phone numbers for:
 - a. QSP.
 - b. Erosion and sediment control providers or subcontractors.
 - c. Stormwater sampling providers or subcontractors.
 4. Storm Information.
 5. Description of:
 - a. Construction, including active and inactive areas.
 - b. Plant Establishment, including maintenance on vegetation installed for final stabilization in inactive areas.
 - c. Areas where work activities have been suspended.
 - d. Active work areas and activities.
 - e. Subcontractors and trades on the job site.
 6. Pre-storm activities including:
 - a. Responsibilities of the QSP.
 - b. Responsibilities of the crew and crew size.
 - c. Stabilization for active and inactive disturbed soil areas
 - d. Stockpile management.
 - e. Corrective actions taken for deficiencies identified during pre-storm visual inspection.
 7. Activities to be performed during storm events including:
 - a. Responsibilities of the QSP.
 - b. Responsibilities of the crew and crew size.
 - c. BMP's for maintenance and repair.
 8. Flood contingency measures.
- C. The QSP shall submit a REAP to the District at least 48 hours before a predicted rain event.
- D. The Contractor shall have the REAP onsite at least 24 hours before a predicted rain event.
- E. The QSP shall ensure that crews are being mobilized to implement REAP's no later than 24 hours before precipitation occurs.
- F. A printed copy of each REAP shall be kept at the job site as part of the SWPPP.
- G. The Owner will not adjust payment for an increase or decrease in the quantity of REAP's prepared.

3.7 C-SWPPP STORMWATER ANNUAL REPORT

- A. The QSP shall prepare the annual report for the reporting period from July 1st to June 30th.
- B. The following information shall be included in the report:
 - 1. Project information such as description and work locations
 - 2. Stormwater monitoring information including:
 - a. Summary and evaluation of sampling and analysis results and laboratory reports.
 - b. Analytical methods, reporting units, and detections limits for analytical parameters.
 - c. Summary of corrective actions.
 - d. Identification of corrective actions or compliance activities not implemented.
 - e. Summary of violations.
 - f. Names of individuals performing storm water inspections and sampling.
 - g. Logistical information for inspections and sampling including location, date, time, and precipitation.
 - h. Visual observation and sample collection records.
 - 3. Documentation of all training for:
 - a. Individuals responsible for NPDES permit compliance.
 - b. Individuals responsible for BMP installation, inspection, maintenance, and repair.
 - c. Individuals responsible for preparing, revising, and amending the C-SWPPP.
- C. Upload the Annual Report onto SMARTS no later than July 15th if construction occurs from July 1st through June 30th or within 15 days after Contract acceptance if construction ends before June 30th. Notify the LRP or AS that the report has been uploaded. Allow 10 days for the Owner's review. The Owner will provide comments and specify the date when the review stopped if revisions are required.
- D. Submit a revised report within five days of receiving the Owner's comments.
- E. The Owner does not adjust payment for an increase or decrease in the quantity of Annual Reports submitted.
- F. For each failure to submit a completed Annual Report by the September 1st submittal deadline, the Contractor will be required to compensate the Owner for any additional fees paid to the SWRCB due to the delay.

3.8 CONSTRUCTION SITE MANAGEMENT

- A. Implement effective erosion and sediment control practices as well as effective handling, storage, usage, and disposal practices thereby controlling potential pollutants on the job site before they come in contact with storm drain systems and receiving

waters in accordance with Attachment C, D, or E of the CGP as required by the Project Risk Level.

- B. Guidance for the implementation of BMP's required to control pollution from erosive activities at the job site is located in Section 3 of the CASQA Construction Handbook (Erosion and Sediment Control BMP's).
- C. Guidance for the implementation of BMP's required to control material pollution and manage waste and non-stormwater discharges at the job site is located in Section 4 of the CASQA Construction Handbook (Non-Stormwater Management and Material Management BMP's).
- D. The following Construction Site Management is required for construction materials and potential pollutants:
 - 1. The QSP shall keep an inventory of the materials and equipment onsite that are not designed to be outdoors and exposed to environmental conditions (potential pollutant sources). This potential pollutant list shall be kept with the C-SWPPP and shall identify all non-visible pollutants that are known, or expected, to occur on the construction site.
 - 2. The QSP shall conduct an assessment from the inventory of potential pollutant sources and identify any areas of the site where additional BMP's are necessary to reduce or prevent pollutants in stormwater discharges and authorized non-stormwater discharges. Stormwater discharges and authorized non-stormwater discharges regulated by the CGP shall not contain a hazardous substance equal to or in excess of reportable quantities established in 40 C.F.R. §§ 117.3 and 302.4, unless a separate NPDES Permit has been issued to regulate those discharges. At a minimum, the QSP shall consider the following:
 - a. The quantity, physical characteristics (e.g., liquid, powder, solid), and locations of each potential pollutant source handled, produced, stored, recycled, or disposed of at the site.
 - b. The degree to which pollutants associated with those materials may be exposed to and mobilized by contact with storm water.
 - c. The direct and indirect pathways that pollutants may be exposed to stormwater or authorized non-stormwater discharges, including an assessment of past spills or leaks, non-stormwater discharges, and discharges from adjoining areas.
 - d. Sampling results, visual observations, and inspection records.
 - e. The effectiveness of existing BMP's in reducing or preventing pollutants in stormwater discharges and authorized non-storm water discharges.
 - f. Nothing in the CGP or the C-SWPPP relieves the Contractor from any responsibilities, liabilities, or penalties to which the Contractor is or may be subject to under Section 311 of the Clean Water Act.
 - 3. The QSP shall ensure that the appropriate MSDS forms are available onsite at least five days before hazardous substances are used or stored onsite.
- E. The following Good Site Management Housekeeping is required for construction materials:

1. Minimize exposure of potential pollutant sources to precipitation.
 2. Cover and berm (contain) stockpiled construction materials that are not actively being used, materials that are adversely affected by wind and rain such as fertilizer, mulches, topsoil, spoils, aggregate, fly-ash, stucco, hydrated lime, etc.
 3. Stack erodible landscape material on pallets and cover or store such materials when not being used or applied.
 4. Store chemicals in watertight containers (with appropriate secondary containment to prevent any spillage or leakage) or in a storage shed (completely enclosed).
 5. Implement BMP's to prevent the offsite tracking of loose construction and landscape materials.
 6. Discontinue the application of any erodible landscape material within 2 days before a forecasted rain event or during periods of precipitation.
 7. Apply erodible landscape material at quantities and application rates according to manufacture recommendations or based on written specifications by knowledgeable and experienced field personnel.
- F. The following Good Site Management Housekeeping is required for waste management:
1. Prevent disposal of any rinse or wash waters or materials on impervious or pervious site surfaces or into the storm drain system.
 2. Ensure the containment of portable toilets to prevent discharges of pollutants to the storm drain system or receiving water.
 3. Clean portable toilets on a regular basis inspecting them for leaks and spills. When a problem is identified, corrective action shall be taken in a timely manner (within 72 hours or prior to any likely precipitation event, whichever is more immediate).
 4. Cover waste disposal containers at the end of every business day and during rain events.
 5. Prevent discharges from waste disposal containers to the storm drain system or receiving water.
 6. Contain and securely protect stockpiled waste material from wind and rain at all times unless actively being used.
 7. Implement procedures that effectively address hazardous and non-hazardous spills.
 8. Develop a spill response and implementation plan as part of the C-SWPPP prior to commencement of construction activities.
 9. Ensure the containment of concrete washout areas and other washout areas that may contain additional pollutants so there is no discharge into the underlying soil and onto the surrounding areas.
- G. The following Good Site Management Housekeeping is required for vehicle storage and maintenance:
1. Prevent any of the following substances from discharging to the storm drains or surface waters (not meant to be an all-inclusive list):
 - a. Transfer case oil.
 - b. Antifreeze.
 - c. Brake fluid.

- d. Power steering fluid.
 - e. Transmission fluid.
 - f. Hydraulic fluid.
 - g. Grease.
 - h. Fuel.
 - i. Oil.
- 2. Place all equipment or vehicles, which are to be fueled, maintained and stored in a designated area fitted with appropriate BMP's.
 - 3. Clean leaks immediately and disposing of leaked materials properly.
- H. The following Good Site Management Housekeeping is required to control air deposition of site materials and from site operations (dust control):
- 1. Effective wind erosion control BMP's shall be implemented year round to prevent or alleviate dust, which may contain such particulates as sediment, nutrients, trash, metals, bacteria, oil and grease, and organics.
 - 2. Excavation, transportation, and handling of material containing hazardous waste or contamination shall result in no visible dust migration
- I. Document all Good Site Management Housekeeping BMP's in the C-SWPPP and REAP(s) in accordance with the nature and phase of the construction project (Grading and Land Development Phase, Streets and Utilities, or Vertical Construction for traditional land development projects).
- J. The following Good Site Management Housekeeping is required for non-stormwater management:
- 1. Effective BMP's shall be implemented to control all non-stormwater discharges during construction.
 - 2. Vehicles shall be washed in such a manner as to prevent non-stormwater discharges to surface waters or MS4 drainage systems.
 - 3. Streets shall be cleaned in such a manner as to prevent unauthorized non-stormwater discharges from reaching surface water or MS4 drainage systems.
 - 4. Dewatering shall be conducted in such a manner as to prevent sediment-laden or contaminated discharge from leaving the site:
 - a. The discharge of water from utility vaults and underground structures and surface waters is covered under the California Statewide permit, Order No. 2006-008-DWQ. Dischargers shall comply with BMPs that ensure the water discharged is not contaminated and will not create an adverse water quality impact when discharged.
 - b. Dewatering BMP's shall be incorporated into the C-SWPPP. The dewatering of construction excavations is subject to San Diego Regional Water Quality Control Board regulations depending on where the accumulated construction water is discharged:
 - 1) Discharge to the sanitary sewer: Discharge of accumulated water to the sanitary sewer is not allowed without the permission of the Department of Public Works. Permission may be obtained by

- submitting a request to the appropriate Municipalities Public Works Department.
- 2) Land application of construction site discharges: Land application will comply with Conditional Waiver #2 to the amendments to the Basin Plan Waste Discharge Requirements, as amended in San Diego RWQCB Resolution NO. R9-2007-0104. Contractor shall comply with the Construction site dewatering BMP's specified in Conditional Waiver #2 and will submit a Notice of Intent if requested by the RWQCB.
 - 3) Discharge to storm drain or surface waters: When the volume of accumulated groundwater is significant or when the drainage conditions do not allow land application, Contractor shall prepare an NOI to seek permit coverage under San Diego RWQCB Order No. R9-2008-0002, Discharges from Groundwater Extraction and Similar Discharges to Surface Waters and Storm Drains or Order No. R9-2007-0034, Discharges from Groundwater Extraction and Similar Discharges to San Diego Bay. A separate permit is required for Discharges of Hydrostatic Test Water and Potable Water to Surface Waters and Storm Drains, Order No. R9-2002-0020.
- c. When the Contractor chooses to discharge slurries and drilling mud to land, the Contractor may be required to file an NOI with the RWQCB. Therefore the Contractor shall comply with Conditional Waiver #9, Discharges of Slurries to Land per the amendments to the Basin Plan Waste Discharge Requirements, Resolution No. R9-2007-0104. Choose how and where to discharge slurries and drilling mud.
 - d. Copy of the written approval to discharge into a sanitary sewer system at least five days before starting discharge activities, if applicable. This information shall be on site when discharging to a municipal sanitary sewer system.
 - e. Copy of the written approval from the local health agency, city, county, and sewer district before discharging from a sanitary or septic system directly into a sanitary sewer system, if applicable. This information shall be on site when discharging to a municipal sanitary sewer system.
5. Authorized non-stormwater discharges regulated by the CGP shall not contain a hazardous substance equal to or in excess of reportable quantities established in 40 C.F.R. §§ 117.3 and 302.4, unless a separate NPDES Permit has been issued to regulate those discharges:
- a. Immediately stop working and notify the Owner if any of the following is discovered onsite:
 - 1) Contractor reasonably believes that the substance discovered is asbestos as defined in Labor Code § 6501.7 or a hazardous substance as defined in Health & Safety Code § 25316 and § 25317.
 - 2) An unidentifiable substance not described in the Contract or the C-SWPPP is discovered.
 - 3) An identifiable substance that has not been made harmless is discovered.

- b. Handle, store, and dispose of hazardous waste under 22 CA Code of Regulations Division 4.5.
 - c. Dispose of hazardous waste within 90 days of the start of generation. Use a hazardous waste manifest and a transporter registered with the California DTSC to transport hazardous waste to an appropriately permitted Class I Disposal Site.
- K. The following Good Site Management Housekeeping is required for erosion control:
- 1. Provide effective soil cover for inactive areas and all finished slopes, open space, utility backfill, and completed lots:
 - a. Provide temporary irrigation equipment for vegetation.
 - 2. Limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist. Where plastic materials are deemed necessary, consider the use of plastic materials resistant to solar degradation.
- L. The following Good Site Management Housekeeping is required for sediment control:
- 1. Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from the site for all projects regardless of the risk level.
 - 2. On sites where sediment basins are to be used, design at minimum, sediment basins according to the method provided in CASQA's Construction BMP Guidance Handbook.
- M. Implement appropriate erosion control BMP's (runoff control and soil stabilization) in conjunction with sediment control BMP's for areas under active construction, including:
- 1. Linear sediment controls along toe to slopes face of the slope, and at the grade breaks of exposed slopes to comply with sheet flow lengths.

Critical Slope/Sheet Flow Length Combinations

Slope Percentage	Sheet flow length not to exceed
0-25%	20 feet
25-50%	15 feet
Over 50%	10 feet

- 2. Limiting construction activity traffic to and from the project to entrances and exits that employ effective controls to prevent offsite tracking of sediment.
 - 3. Storm drain protection for all inlets with the potential to receive runoff from areas impacted by construction activities.
 - 4. Perimeter protection.
 - 5. Daily inspections of all immediate access roads with removal of any sediment or other deposited materials prior to any rain event by vacuuming or sweeping.
- N. The RWQCB may require implementation of additional site specific sediment control requirements when the installed sediment control BMP's are not adequate to protect receiving waters.

- O. The following Good Site Management Housekeeping is required for run-on and runoff control:
 - 1. All projects shall effectively manage all run-on, all runoff within the site, and all runoff that discharges off the site.
 - 2. Run-on from offsite shall be directed away from all disturbed areas or shall collectively be in compliance with the effluent limitations in the CGP.

3.9 C-SWPPP TEMPORARY ADVANCED TREATMENT SYSTEMS (ATS)

- A. The C-SWPPP shall describe and include the use of the ATS as a water pollution control practice for sediment control.
- B. Design, installation, operation, and monitoring of an ATS and the treated effluent shall only be done by appropriately trained and experienced individuals as prescribed in CGP Attachment F.
- C. An ATS Plan shall be prepared and shall include:
 - 1. Title sheet.
 - 2. Table of contents.
 - 3. Certification and approval sheet described in section 100 of the preparation manual.
 - 4. Amendment log and format described in section 200 of the preparation manual.
 - 5. Description and schedule of the dewatering and discharge activities.
 - 6. Discharge alternatives, including:
 - a. Reuse of treated water for construction activities such as dust control, irrigation, fill compaction, or concrete batch plant.
 - b. Percolation.
 - c. Storm sewers.
 - d. Surface waters.
 - 7. Treatment system description and components.
 - 8. Anticipated flow rates.
 - 9. Operation and system maintenance procedures and example maintenance logs for ATS:
 - a. Operation and maintenance manual for equipment.
 - b. Monitoring, sampling and reporting plan, including quality assurance/quality control (QA/QC).
 - c. Health and safety plan.
 - d. Spill prevention plan.
 - 10. Field-recorded data, visual inspection, and calibration procedures and example logs.
 - 11. Measuring equipment descriptions.
 - 12. Shop drawings for dewatering and discharge activities showing:
 - a. Section and plan views of storm water effluent treatment systems.

- b. Location of sampling points for water quality measurements.
 - c. Flow path and placement of pipes, hoses, pumps, holding tanks, and other equipment used to convey water.
 - d. General position of treatment dewatering and discharge components relative to excavations or other activities requiring dewatering.
 - e. Point of storm water discharge.
- D. Daily inspection reports shall be documented. The daily inspection report shall include:
- 1. Discharge volumes.
 - 2. Water quality monitoring records.
 - 3. Discharge point information that includes:
 - a. Date and time.
 - b. Weather conditions including wind direction and velocity.
 - c. Presence or absence of water fowl or aquatic wildlife.
 - d. Color and clarity of the effluent discharge.
 - e. Erosion or ponding downstream of the discharge site.
 - f. Photographs labeled with the time, date, and location.
 - 4. When observations and measurements confirm that water quality limits are exceeded:
 - a. Submit a notice of discharge report within three business days after exceeding the limits.
 - b. Document the reasons for exceeding the water quality limits and any corrective work performed to prevent a recurrence in the notice of discharge.
- E. Daily inspection report shall be retained onsite. The report shall be certified as true and accurate and be signed by the person who gathered the information.
- F. Include a copy of the publicly owned treatment works municipal batch discharge permit when required.
- G. Include a coagulant prevention work plan when the Contractor uses chemical coagulants, in-line flocculants, or both, in the treatment system. The coagulant prevention work plan shall include:
- 1. Description of BMP's to prevent accidental spillage, overfeeding into the treatment system, or other mishandling of coagulant agents.
 - 2. Monitoring plan for all coagulant or flocculant agents to be used.
 - 3. Description of the agents, chemical and trade name description.
 - 4. Determination of acute and chronic toxicity for aquatic organisms conforming to EPA methods for the agents.
 - 5. Monitoring proposal to detect residual agent at concentrations at or below established acute toxicity levels for freshwater and marine conditions for that agent.
- H. Start the following process for the ATS Plan within 30 days of Contract approval:

TECHNICAL SPECIFICATION

CITY OF CARSON JAMES ANDERSON PARK – LIMITED ACCESSIBILITY UPGRADES

1. Submit a copy of the ATS Plan. Allow 30 days for the Owner's review. The Owner will provide comments and specify the date when the review stopped when revisions are required.
 2. Revise and resubmit a revised ATS Plan within 15 days of receiving the Owner's comments. The Owner's review will resume when a complete ATS Plan has been resubmitted.
 3. When the Owner accepts the ATS Plan, submit an electronic copy and a printed copy of the accepted ATS Plan.
 4. Allow 14 days for the Owner to submit the accepted ATS Plan to the StateWater Resources Control Board (SWRCB). A paper copy of the ATS Plan shall be available onsite during ATS operation.
 5. When the Owner requests changes to the ATS Plan based on the RWCQB's comments, amend the ATS Plan within five (5) days.
- I. Records of delivery and removal of ATS components shall be retained onsite
- J. ATS implementation shall include the following:
1. Place ATS components at the job site:
 - a. Before dewatering work.
 - b. In the immediate area of the dewatering work where authorized.
 - c. Away from construction traffic or public access areas.
 2. Divert stormwater away from excavations that would require dewatering.
 3. Residual chemical for the coagulant shall be less than 10 percent of the Maximum Allowable Threshold Concentration (MATC) for the most sensitive species.
 4. Water quality limits shall comply with the receiving water limitations monitoring and discharge effluent limitations discussed in the next section. When observations and measurements confirm the water quality limits are exceeded:
 - a. Stop the discharge immediately.
 - b. Notify the Owner.
 - c. Start corrective measures to change, repair, or replace the equipment used to discharge the treated water.
 5. After the Owner inspects and accepts your corrective measures, resume dewatering and discharge activities.
 6. Start the startup-phase sampling requirements before resuming regular-phase sampling requirements. Then start the regular-phase sampling requirements.
 7. Relocate the ATS as needed for dewatering work.
- K. ATS Monitoring:
1. Comply with the manufacturer's instructions for all calibrations of the flow meter. Perform calibrations in the presence of the QSP.
 2. While the ATS is being operated, monitor:
 - a. Influent turbidity.
 - b. Effluent turbidity.

- c. Influent pH.
 - d. Effluent pH.
 - e. Residual chemical.
 - f. Effluent flow rate.
 - g. Effluent flow volume.
3. Monitoring equipment for the ATS shall record data at least once every 15 minutes. Cumulative flow data shall be recorded daily. The recording system shall have the capacity to record a minimum of seven days of continuous data.
4. Monitoring equipment shall be interfaced with the control system of the ATS to provide shutoff or recirculation in the event that effluent readings exceed limits for turbidity and ph. The control system shall default to recirculation or shutoff during a power failure or other catastrophic event.
5. The control system shall control the dose of the coagulant or flocculant to prevent overdosing.
6. Take water quality measurements to verify requirements of receiving water limitations and discharge effluent limitations for:
- a. Discharges of water that exceed 4 hours in duration occurring within a 24-hour period as follows:
 - 1) When the discharge could affect the receiving body of water in a stormwater drainage system, take measurements at the background and receiving water sampling locations not more than 1 hour before discharging the treated water.
 - 2) Start the start-up phase sampling 10 to 30 minutes after measurable runoff occurs during a storm. Startup-phase sampling includes stormwater runoff, background, and receiving water measurements taken during the first three days of discharge. Take samples at regular intervals during the storm. Take at least 4 samples for each discharge lasting 4 hours or more. The time between sampling shall not exceed 4 hours.
 - 3) Perform regular-phase sampling at least twice daily. Regular-phase sampling includes effluent, background, and receiving water measurements that occur after the 3rd day of activities. Take samples at regular intervals.
 - 4) When the receiving body of water noticeably changes color or clarity, take additional effluent, background, and downstream measurements.
 - 5) When an initial measurement shows that the water quality limits are exceeded, take an additional measurement not less than 15 minutes and not more than 1 hour after the initial measurement.
 - 6) When the 2nd test confirms the limits were exceeded, revert to the startup-phase sampling requirements before resuming regular-phase sampling.
 - 7) For cofferdam maintenance dewatering, regular-phase monitoring may be discontinued after 10 days if the effluent and receiving water measurements are consistently below the water quality limits.
 - b. Discharges of water less than 4 hours in duration occurring within a 24-hour period as follows:

- 1) When the discharge could affect the receiving body of water in a stormwater drainage system, take measurements at the background and receiving water sampling locations no more than 1 hour before discharging the treated water.
 - 2) Take effluent, background, and receiving water measurements from 10 to 30 minutes after initiating the discharge. Continue to take measurements every hour.
 - 3) When an initial measurement shows that the water quality limits are exceeded, take an additional measurement not more than 15 minutes after the initial measurement.
 - 4) When the receiving waterbody noticeably changes color or clarity, take additional effluent, background, and downstream measurements.
- c. Discharges of water as follows:
- 1) Measure stormwater effluent turbidity and pH at the end of the outfall or in-line sampling port.
 - 2) Measure receiving water turbidity, pH, and dissolved oxygen at a point within 15 feet downstream of the discharge point.
 - 3) Measure natural background turbidity, dissolved oxygen, and pH at a location that is from 9 to 15 feet upstream of the discharge point. When other construction activity is being performed, measure at least 150 feet upstream of the discharge point.
 - 4) When the discharge is made into a surface body of water or into a stormwater drainage system that produces an observable effect on the receiving body of water, monitor the receiving waterbody.
- d. Receiving water and natural background measurements as follows:
- 1) When the receiving water is deeper than 3 feet, take depth-averaged measurement by taking samples from 3 points within the water column and averaging the following 3 measurements:
 - a) 12 inches below the surface.
 - b) Mid-depth.
 - c) 12 inches above the bottom.
 - 2) When the receiving water is less than 3 feet in depth, take the measurement 12 inches below the surface.
7. Comply with the manufacturer's instructions for the use and calibration of meters and devices for taking water quality measurements. Perform calibrations in the presence of the QSP.
 8. Maintain the ATS to provide proper function and prevent leaks. When a component of the dewatering equipment is not functioning properly, discontinue the dewatering activities and repair or replace the component.
 9. Sediments removed from uncontaminated areas during maintenance of the treatment system shall be dried, distributed uniformly, and stabilized at a location within the project limits where authorized.

3.10 C-SWPPP NOTICE OF TERMINATION (NOT)

- A. Within 90 days of the final completion date of the Project, the QSP shall electronically file a Notice of Termination (NOT) through SMARTS and upload a final site map and photos.
- B. When a complete NOT package has not been uploaded through SMARTS within the allotted amount of time, the Contractor will be required to compensate the Owner for any additional fees paid to the SWRCB due to the delay.
- C. When the Contractor has failed to achieve final stabilization in accordance with Section II.D of the CGP within 90 days of the final completion date of the Project, the Contractor will be required to compensate the Owner for any additional fees paid to the SWRCB due to the delay.

3.11 TEMPORARY BMP INSTALLATION, OPERATION, AND MAINTENANCE

- A. All temporary water pollution control BMP's shall be indicated at a unit price in the Contract Plans and Specifications.
- B. The C-SWPPP shall describe and include the specific use of each type of water pollution control BMP as required for adherence to water quality objectives.
- C. When a temporary construction entrance or roadway is being used, do not allow soil, sediment, or other debris that is tracked onto the pavement to enter storm drains, open drainage facilities, and watercourses.
- D. When material is tracked onto the pavement, remove it within 24 hours unless the District authorizes a longer period.
- E. Retain records of street sweeping activities including sweeping times, sweeping locations, and the quantity of disposed sweeping waste as part of the C-SWPPP.
- F. Before installing erosion control measures remove and dispose of trash, debris and weeds in areas to receive erosion control materials.
- G. Protect any hardscape, lined drainage channels, and existing vegetation from hydraulically applied material overspray.
- H. Proper selection of materials is critical for specific slopes and slope distances. No one product is applicable for all situations. Erosion control products should be selected on a case by case basis.
- I. Do not drive vehicles upon erosion control products following placement.
- J. Install temporary fencing for the protection of ESA's and the preservation of existing vegetation:
 - 1. If wood posts are used, fasteners shall be staples or nails.
 - 2. If steel posts are used, fasteners shall be tie wires or locking plastic fasteners.

3. Spacing of the fasteners shall be no more than 8 inches apart.
 4. Before clearing and grubbing activities.
 5. From outside of the protected area.
 6. With posts spaced 8 feet apart and embedded at least 16 inches in the soil.
 7. Signs shall be attached with the top of the sign panel flush with the top of the high visibility fabric and placed 100 feet apart along the length and at each end of the fence.
 8. Install fence to enclose the drip line of foliage canopy of protected plants and protect visible roots from encroachment.
- K. Provide a certificate of compliance (certified weed free from the vendor) for temporary straw bales when used as visibility or noise barriers in ESA's.
- L. Place gravel-filled bags behind Type K temporary railings if used in an area with run-on.

3.12 POST-CONSTRUCTION BMP's

- A. Install post-construction BMP's as required by the Contract Documents and described in the C-SWPPP to minimize or mitigate for post-construction activities that may be potential sources of stormwater pollution.
- B. Provide maintenance for any post-construction BMP's that have been adversely affected by construction activities:
1. Maintain post-construction BMPs for of 90 days.
 2. Maintenance activities will vary depending upon the BMPs in place and the construction activities.
 3. The Owner will not pay for maintenance of post-construction BMP's unless arrangements are made prior to project initiation.
 4. Manufacturer's specifications, civil drawings, and maintenance and operation manuals/plans for each post-construction BMP shall be included in the Record Documents submittal to the Owner.
- C. The Contractor is responsible for ensuring that all post-construction BMP's are in proper working order with no maintenance required prior to the next rain event.

3.13 MAINTENANCE PRIOR TO FINAL ACCEPTANCE

- A. Maintain planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include the filling, leveling, and repairing of any washed or eroded areas, as may be necessary and sufficient watering to maintain the plant materials in a healthy condition.
- B. The Owner may require replanting of any areas in which the establishment of the vegetative ground cover does not appear to be developing satisfactorily.

END OF SECTION 01 57 23

SECTION 01 73 29
CUTTING AND PATCHING**PART 1 GENERAL****1.1 SUMMARY****A. Section Includes**

1. Administrative and procedural requirements for cutting and patching.

B. Related Sections:

1. Section 01 11 00: Summary of Work
2. Section 01 74 19: Construction Waste Management and Disposal
3. Section 01 74 23: Cleaning

C. Related Requirements:

1. Refer to Divisions 22 and 23 Sections for cutting, patching, of plumbing and mechanical items.

1.2 QUALITY ASSURANCE**A. Requirements for Structural Work:**

1. Do not cut and patch structural elements in manner that would reduce their load-carrying capacity or load-deflection ratio.

B. Operational and Safety Limitations:

1. Do not cut and patch operating elements or safety related components in manner that would result in reducing their capacity to perform as intended or result in increased maintenance or decreased operational life or safety.
2. Obtain approval before cutting and patching following operating elements or safety related systems:
 - a. Shoring, bracing, and sheeting.
 - b. Primary operational systems and equipment.
 - c. Air or smoke barriers.
 - d. Water, moisture, or vapor barriers..
 - e. Fire protection systems.
 - f. Noise and vibration control elements and systems.
 - g. Control systems.
 - h. Communication systems.
 - i. Conveying systems.
 - j. Electrical wiring systems.

C. Visual Requirements:

1. Do not cut and patch construction exposed on exterior or in occupied spaces, in manner that would, in Architect's opinion, reduce aesthetic qualities, or result in visual evidence of cutting and patching.
2. Remove and replace Work that has been cut and patched in visually unsatisfactory manner.
3. Engage recognized experienced and specialized fabricator to cut and patch following categories of exposed Work:
 - a. Processed concrete finishes.
 - b. Stucco and plaster.

PART 2 PRODUCTS**2.01 MATERIALS**

- A. Use materials that are identical to existing materials.
 1. Where identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to fullest extent possible with regard to visual effect.
 2. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 EXECUTION**3.1 INSPECTION**

- A. Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed.
 1. Take corrective action before proceeding if unsafe or unsatisfactory conditions are encountered.

3.2 PREPARATION

- A. Temporary Support:
 1. Provide temporary support of Work to be cut.
 2. Review with Structural Engineer when necessary.
- B. Protection:
 1. Protect existing construction during cutting and patching to prevent damage.

- 2. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Take precautions necessary to avoid cutting existing pipe, conduit, or ductwork serving building, but scheduled to be removed or relocated until provisions have been made to bypass them.

3.3 PERFORMANCE

A. General:

- 1. Employ skilled workmen to perform cutting and patching.
- 2. Proceed with cutting and patching at earliest feasible time and complete without delay.
- 3. Cut existing construction to provide for installation of other components or performance of other construction activities and subsequent fitting and patching required to restore surfaces to their original condition.

B. Cutting:

- 1. Cut existing construction using methods least likely to damage elements to be retained or adjoining construction.
- 2. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping.
- 3. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces.
 - a. Temporarily cover openings when not in use.
- 4. To avoid marring existing finished surfaces, cut or drill from exposed or finished side into concealed surfaces.
- 5. Cut through concrete and masonry using cutting machine such as carborundum saw or diamond core drill.
- 6. By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned.
- 7. Cut-off pipe or conduit in walls or partitions to be removed.
 - a. Cap, valve or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.

C. Patching:

- 1. Patch with durable seams that are as invisible as possible.
- 2. Comply with specified tolerances.
 - a. Where feasible, inspect and test patched areas to demonstrate integrity of installation.

- b. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in manner that will eliminate evidence of patching and refinishing.

3.4 CLEANING

- A. Thoroughly clean areas and spaces where cutting and patching is performed or used as access.

1. Comply with requirements of Section 01 74 23.

END OF SECTION 01 73 29

SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. References.
2. System description for construction and demolition waste management.
3. Submittals.

B. Related Sections:

1. Section 01 33 00 – Submittal Procedures.
2. Section 01 41 00 – Regulatory Requirements.
3. Section 01 50 00 – Temporary Facilities and Controls.
4. Section 01 74 23 – Cleaning.
5. Section 01 77 00 – Closeout Procedures.

1.2 REFERENCES

A. California Integrated Waste Management Act of 1989 (AB 75).

B. California Code of Regulations, Title 14 – Natural Resources

1. Division 7 – Department of Resources Recycling and Recovery

1.3 SYSTEM DESCRIPTION

A. Collection and separation of construction and demolition waste materials generated on-site as follows:

1. Re-use or recycling on-site.
2. Transportation to approved recyclers or re-use organizations.
3. Transportation to legally designated landfills for purpose of recycling, salvaging, or reusing minimum of 50 percent of construction and demolition waste generated.

1.4 SUBMITTALS

A. Construction and Demolition Waste Management Plan (Exhibit 1):

1. Within 10 calendar days after Notice to Proceed and prior to waste removal, submit following to Owner for review and approval:
 - a. Materials to be recycled, re-used, or salvaged, either on-site or off-site.
 - b. Estimates of construction and demolition waste quantity (in tons) by type of material.
 - 1) When waste is measured by volume, give factors for conversion to weight in tons.
 - c. Procedures for recycling/re-use program.
 - d. Permit or license and location of Project waste disposal areas.
 - e. Site Plan for placement of waste containers.

- B. Construction and Demolition Waste Management Monthly Progress Report (Exhibit 2):
 1. Submit Summary of waste generated by Project, monthly with Application for Payment. Include following:
 - a. Firms accepting recovered or waste materials.
 - b. Type and location of accepting facilities (landfill, recovery facility, or used materials yard).
 - 1) When materials are to be re-used or recycled on Project Site, location should be designated as “On-site Re-use/Recycling”.
 - c. Type of materials and net weight (tons) of each.
 - d. Value of materials or disposal fee paid.
 - e. Attach weigh bills and other documentation confirming amount and disposal location of waste materials.

- C. Construction and Demolition Waste Management Final Compliance Report:
 1. Final update of Waste Management Plan to provide summary of total waste generated by Project.

- D. Waste management Report for Contractors (Exhibit 3):
 1. Complete attached form and submit to Owner.

- E. Solid Waste Management and Recycling Plan (Exhibit 4):
 1. Complete attached form and submit to Owner.

PART 2 PRODUCTS *(Not Applicable)*

PART 3 EXECUTION

3.1 IMPLEMENTATION

- A. Implement approved Waste Management Plan including collecting, segregating, storing, transporting and documenting each type of waste material generated, recycled or re-used, or disposed in landfills.
- B. Designate on-site person to be responsible for instruction workers and overseeing sorting and recording of waste/recyclable materials.
- C. Include waste management and recycling in worker orientation and as agenda item for regular project meetings.
- D. Limit recycle and waste bin areas to approved areas indicated on Waste Management Plan.
 - 1. Keep recycle and waste bins neat and clearly marked to avoid contamination of materials.

3.2 ATTACHMENTS

- A. Exhibit 1: Construction and Demolition Waste Management Plan.
- B. Exhibit 2: Construction and Demolition Waste Management Monthly Progress Report.
- C. Exhibit 3: Waste Management Report for Contractors.
- D. Exhibit 4: Solid Waste Management and Recycling Plan.

END OF SECTION 01 74 19

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EXHIBIT 1

CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT PLAN

CONSTRUCTION/MAINTENANCE/ALTERATION AND DEMOLITION PROJECTS

PROJECT NAME: _____

PROJECT NO: _____

NAME OF COMPANY:

CONTACT PERSON: _____

TELEPHONE: _____

PROJECT SITE LOCATION: _____

PROJECT TYPE:

___New Construction___Demolition___Maintenance/Alteration Projects

PROJECT SIZE (SQ.FT.): _____

DATE AND ESTIMATED PERIOD _____

EXHIBIT 1 FORM

(1) Material Type	(2) Tons Estimated Recycle	(3) Tons Estimated Reuse	(4) Tons Estimated Salvage	(5) Tons Estimated Landfill	(6) Proposed Disposal or Recycling Facility
Total					
Diversion Rate: Columns[(2)+(3)+(4)] / [(2)+(3)+(4)+(5)]				=	
Signature		Title		Date	

Column 1: "Material Type" – Enter type of materials targeted for recycling, reuse, or requiring disposal.

Columns 2 through 4: "Estimated Generation" – Enter estimated quantities (tons) of recyclable, reusable, or salvageable waste materials anticipated to be generated and state number of salvageable items.

Column 5: "Estimated Landfill" – Enter quantities (tons) of materials to be disposed in landfill.

Column 6: "Disposal Location" – Enter end-destination of recycled, salvaged, and disposed materials.

- General:
- (1) Attach proposed Recycling and Waste Bin Location Plan.
 - (2) Attach name and contact data for each recycling or disposal destination to be used.

EXHIBIT 2

**CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT MONTHLY PROGRESS
REPORT**

CONSTRUCTION/MAINTENANCE/ALTERATION AND DEMOLITION PROJECTS

PROJECT NAME: _____

PROJECT NO: _____

NAME OF COMPANY:

CONTACT PERSON: _____

TELEPHONE: _____

PROJECT SITE LOCATION: _____

PROJECT TYPE:

___New Construction___Demolition___Maintenance/Alteration Projects

PROJECT SIZE (SQ.FT.): _____

DATE AND ESTIMATED PERIOD: _____

EXHIBIT 2 FORM

(1) Material Type	(2) Tons Actual Recycle	(3) Tons Actual Reuse	(4) Tons Actual Salvage	(5) Tons Actual Landfill Name	(6) Disposal or Recycling Facility (e.g. Onsite, of Facility)
Total					
Diversion Rate: Columns[(2)+(3)+(4)] / [(2)+(3)+(4)+(5)				=	
Signature		Title		Date	

Column 1: “Material Type” – Enter type of materials targeted for recycling, reuse, or requiring disposal.

Columns 2 through 4: “Estimated Generation” – Enter estimated quantities (tons) of recyclable, reusable, or salvageable waste materials anticipated to be generated and state number of salvageable items.

Column 5: “Estimated Landfill” – Enter quantities (tons) of materials to be disposed in landfill.

Column 6: “Disposal Location” – Enter end-destination of recycled, salvaged, and disposed materials.

General: (1) Attach proposed Recycling and Waste Bin Location Plan.
 (2) Attach name and contact data for each recycling or disposal destination to be used.

EXHIBIT 3

WASTE MANAGEMENT REPORT FOR CONTRACTORS

Complete this form each time materials are removed from

Project Site or reused onsite.
Submit to Owner's Project Manager.

PROJECT SITE LOCATION: _____ DATE: _____

COMPANY: _____

–

MATERIAL: _____

WAS THE MATERIAL RECYCLED: YES _____ NO _____

VOLUME/WEIGHT: _____

RECYCLING COMPANY OR DISPOSAL
SITE: _____

SUBMITTED
BY: _____

PHONE NUMBER: _____

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EXHIBIT 4

SOLID WASTE MANAGEMENT AND RECYCLING PLAN

Prepare Waste Management and Recycling Plan by completing the following form for Construction and Demolition materials produced because of Work performed at Carson Community Center. Owner requires that Contractors recycle materials when there is viable recycling company available.

Owner’s Environmental Health and Safety Supervisor will assist applicants in developing and implementing Waste Management and Recycling Plan.

COMPANY NAME: _____ CONTACT: _____

ADDRESS: _____ PHONE: _____

PROJECT SITE: _____

Please fill out following form for submittal.
Form will help to identify types of materials, estimated quantities of materials, and how material will be transported and recycled or disposed.

EXHIBIT 4 FORM

Circle the material that will be generated at the construction site, estimate the quantity, list how the materials will be transported, and write in where the materials will be taken.

MATERIALS	ESTIMATED QUANTITY (in yards and tons)	HAULER (List hauler's name if not self-haul)	RECYCLING COMPANY OR DISPOSAL SITE
Salvage and used building			
Wood			
Plant Debris			
Wallboard			
Glass			
Soil			
Corrugated cardboard			
Metals			
Masonry/Tile			
Concrete/Asphalt			
Toilets (porcelain)			
Carpet Padding (foam)			
Other			
Mixed Loads (i.e. trash)			

FOR OWNER USE ONLY:

Approval Status:

_____ Approved

_____ Further explanation needed, see attached

_____ Denied

Reviewed by: _____ Date: _____

SECTION 01 74 23
CLEANING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Performance of cleaning, during progress of Work, and at completion of Work, as required by General Conditions.

B. Related Sections:

1. Section 01 50 00: Temporary Facilities and Controls; additional requirements for dust and debris control.
2. Section 01 74 19: Construction Waste Management and Disposal.

C. Related Requirements:

1. Refer to Division 00 Documents, including General Conditions, for additional requirements.
2. Cleaning for specific products of Work:
 - a. Specification Section for that Work.

1.2 REFERENCES

A. South Coast Air Quality Management District (SCAQMD):

1. Rule 403 – Fugitive Dust.

1.3 QUALITY ASSURANCE

A. Verify that requirements of cleanliness are being met.

1.4 DISPOSAL REQUIREMENTS

A. Conduct cleaning and disposal operations in compliance with applicable codes, ordinances, regulations, and anti-pollution laws.

1. Comply with requirements of Section 01 74 19.

B. In addition to specified requirements, comply with applicable requirements of fire and governing authorities having jurisdiction.

1.5 PAYMENT WITHHELD

- A. Architect reserves right to withhold certification of payment requests for failure on part of Contractor to regularly clean Project in conformance with requirements of this Section.

PART 2 PRODUCTS**2.01 CLEANING MATERIALS AND EQUIPMENT**

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning products manufacturer.

PART 3 EXECUTION**31 PROGRESS CLEANING DURING CONSTRUCTION**

- A. Execute periodic cleaning to keep Work, Project Site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
 - 1. Maintain stored items in orderly arrangement allowing maximum access and providing required protection of materials.
 - a. Provide on-site containers for collection of waste materials, debris and rubbish.
 - 2. Provide adequate storage for waste materials awaiting removal from Project Site, observing requirements for fire protection and protection of environment.
 - 3. Handle hazardous, dangerous or unsanitary waste materials separately from other waste material by placing it in proper containers.
 - 4. Burying or burning of waste materials is not permitted.
 - 5. Remove waste materials, debris and rubbish from Project Site periodically and dispose of at legal disposal areas away from Project Site.
- B. Project Site:
 - 1. Inspect Project Site daily and pick up scrap, debris, and waste material.
 - a. Place waste material in designated containers.

2. Keep flammable waste in sealed metal containers until removed from Project Site.
3. Maintain Project Site clear of debris so as not to impede construction and fire department access

C. Structures:

1. Weekly, and more often if necessary, inspect structures and pick up scrap, debris, and waste material.
 - a. Remove items and place in designated container.
2. Weekly, sweep interior spaces clean.
 - a. Keep space free from dust and other material capable of being removed by handheld broom, (i.e.: “broom clean”).
3. Preparatory to installation of succeeding material, clean structures or pertinent portions as required to degree of cleanliness recommended by manufacturer of succeeding material.
4. Following installation of finish floor materials, clean finish floor daily, and more often if necessary.
 - a. Provide adequate protection of finish where Work is being performed in space in which finish materials have been installed.
 - b. For purpose of this subparagraph, term “Clean”, is to be interpreted as meaning free from foreign materials that, in opinion of Architect, may be injurious to finish floor material, (i.e.: “vacuum clean”).

32 DUST CONTROL

- A. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

33 FINAL CLEANING

- A. Prior to completion of Work, remove from Project Site, tools, surplus materials, equipment, scrap, debris, and waste.
- B. Employ experienced workers for final cleaning.
- C. Complete following cleaning operations before requesting inspection for Certification of Substantial Completion:
 1. Site:
 - a. Clean Site, including landscape development areas, of rubbish, litter and other foreign substances.

- b. Sweep paved areas broom clean, including public paved areas directly adjacent to Project Site.
 - 1) Remove stains, spills and other foreign deposits.
 - c. Rake grounds that are neither paved nor planted, to smooth even-textured surface and remove resultant debris.
- 2. Exterior and Interior:
 - a. Clean exposed exterior and interior hard-surfaced finishes to dust-free condition
 - b. Remove traces of soils, waste material, smudges and other foreign matter.
 - c. Remove traces of splashed material from adjacent surfaces.
 - d. Remove materials using equipment as instructed by manufacturer of surface materials to be cleaned.
 - e. Leave concrete floors broom clean.
- 3. Carpeted Surfaces:
 - a. Use only dry-chemical method of cleaning.
 - b. Do not use steam cleaning or water based cleaning on carpet.
 - c. Use materials and methods fully approved by carpet manufacturer, as instructed in manufacturer's published literature.
 - d. Vacuum carpet.
- 4. Labels:
 - a. Remove labels that are not permanent labels.
- 5. Transparent Materials:
 - a. Clean transparent material, including mirrors and glass in doors and windows.
 - b. Remove glazing compound and other substances that are noticeable vision obscuring materials.
 - c. Replace chipped or broken glass and other damaged transparent materials.
 - d. Restore reflective surfaces to their original reflective condition.
 - e. Clean glass inside and outside.
 - f. Polished Surfaces:
 - 1) Apply polish recommended by manufacturer of material being polished to surfaces requiring routine application of buffed polish.
- D. Ventilating Systems:
 - 1. Clean permanent filters and replace disposable filters when units were operated during construction.

2 Clean ducts, blowers and coils when units were operated without filters during construction.

E. Wipe surfaces of electrical equipment.

1. Remove excess lubrication and other substances.
2. Clean plumbing fixtures to sanitary condition.
3. Clean light fixtures and lamps.

F. Comply with regulations of authorities having jurisdiction and safety standards for cleaning.

1. Do not burn waste materials.
2. Do not bury debris or excess materials on Owner's property.
3. Do not discharge volatile, harmful or dangerous materials into drainage systems.
4. Remove waste materials from Project Site and dispose of in lawful manner.
5. Where extra materials of value remaining after completion of associated Work have become Owner's property, arrange for disposition of these materials as directed.

G. Prior to final completion, or Owner occupancy, conduct inspection of sight-exposed exterior surfaces, and Work areas, to verify that entire Work is clean.

34 CLEANING DURING OWNER'S OCCUPANCY

A. Should Owner occupy portion of Project prior to its final completion by Contractor, comply with acceptance of partial occupancy by Owner/Architect in accordance with General Conditions of the Contract.

END OF SECTION 01 74 23

**SECTION 01 77 00
 CLOSEOUT PROCEDURES**

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Administrative and procedural requirements for Project Closeout, including but not necessarily limited to:
 - a. Inspection procedures.
 - b. Substantial Completion
 - c. Final Acceptance

B. Related Sections:

1. Section 01 74 23: Cleaning
2. Section 01 78 39: Project Record Documents

C. Related Requirements:

1. Closeout requirements for specific construction activities are included in appropriate Sections in Divisions 02 through 33.

1.2 BENEFICIAL OCCUPANCY AND ACCEPTANCE OF SUBSTANTIAL COMPLETION

A. Comply with CCR, Title 24, Part 1 – Administrative Code, Section 4-336 CCR (Schools) Requirements for Closeout Procedures.

1. Comply with additional requirements in Division 00 Sections and General Conditions of the Contract.

B. Preliminary Procedures:

1. Before requesting inspection for certification of Substantial Completion, complete following.
 - a. List exceptions in request.
2. In application for payment that coincides with, or first follows, date Substantial Completion is claimed, show one hundred percent completion for portion of Work claimed as substantially complete.

- a. Include supporting documents for completion as indicated in Contract documents and statement showing accounting of changes to Contract Sum.
 - b. When one hundred percent completion cannot be shown, include list of incomplete items, value of incomplete construction, and reasons Work is not complete.
 - 3. Make required submittals of specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents, along with record drawings and similar final record information in accordance with requirements in Section 01 78 39.
 - 4. Complete final clean up requirements in accordance with Section 01 74 23, including touch-up painting.
 - a. Touch-up and otherwise repair and restore marred exposed finishes.
- C. Inspection Procedures:
- 1. Upon receipt of request for inspection, Architect will either proceed with inspection or advise Contractor of unfilled requirements.
 - 2. Should Architect and Owner determine that Work is not substantially complete:
 - a. Architect will promptly notify Contractor in writing, giving reason(s) for his determination.
 - b. In conjunction with Inspector of Record and Construction Manager, Architect will prepare list of items (Punch List) to be completed or corrected.
 - 1) Punch List may be developed for less than entire project, when approved by Architect and Owner.
 - c. Remedy deficiencies and notify Architect when Work is ready for reinspection.
 - d. Architect will prepare Certificate of Substantial Completion, accompanied by Punch List, following inspection, or advise Contractor of construction that must be completed or corrected before certificate will be issued
 - 3. Architect will repeat inspection when requested and if assured that Work has been substantially completed in each phase, will submit Certificate of Substantial Completion to Contractor and Owner for their written acceptance of responsibilities assigned them in Certificate.
 - a. Owner reserves right to occupy each completed phase upon issuance of Certificate of Substantial Completion.
 - 4. Results of completed inspection will form basis of requirements for final acceptance.
- D. Mandatory Substantial Completion Submittals:
- 1. To include, but are not necessarily limited to:

- a. Redlined' As-Built Set (marked up drawings).
- b. On As-Built Set and Specifications manual record revisions to original contract document with contrasting color.
- c. Operation and Maintenance Manuals for items specified in pertinent Sections and for other items approved by Architect.
- d. Warranties and Guarantees.
- e. Training.
- f. Spare parts, materials, and extra stock.
- g. Evidence of payment and release of liens, when requested by Owner.
- h. List of Subcontractors, service organizations and principal vendors, including current names, addresses and telephone numbers, where they may be contacted for emergency service, including nights, weekends, and holidays.

1.3 FINAL ACCEPTANCE

A. Preliminary Procedures:

- 1. Before requesting final inspection for certification of final acceptance and final payment, complete following.
 - a. List exceptions in request.
- 2. Prepare and submit Project Closeout Request notice that Work is ready for final inspection and acceptance.
- 3. Architect, and Owner's Project Inspector will verify that Punch List items are complete.
- 4. Should Architect or Owner's Project Inspector determine Work is incomplete or defective:
 - a. Architect or Owner's Project Inspector will promptly notify Contractor in writing, listing incomplete or defective work.
 - b. Remedy deficiencies promptly and notify Owner's Project Inspector when ready for re-inspection.

B. Reinspection Procedure:

- 1. Architect will reinspect Work upon receipt of notice that Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to Architect.
- 2. Upon completion of reinspection, Architect will prepare certificate of final acceptance, or advise Contractor of Work that is incomplete, or of obligations that have not been fulfilled but are required for final acceptance.
- 3. When necessary, reinspection will be repeated.
- 4. When Architect determines Work is acceptable under Contract Documents, he will notify Owner's Project Inspector that Project is complete per Contract Drawings and Specifications.
- 5. Upon acceptance, Contractor must certify that Project has been completed in compliance with Contract Documents.

CLOSEOUT PROCEDURES

a. Submit copies of this report to following:

- 1) Architect.
- 2) Owner's Project Inspector.

C. Final Payment Procedure.

1. Submit following in accordance with requirements of Section 01 7839:
 - a. Final payment request with releases and supporting documentation not previously submitted and accepted.
 - b. Include certificates of insurance for products and completed operations where required.
2. Updated final statement, accounting for final additional changes to Contract Sum.
3. Certified copy of Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and list has been endorsed and dated by Architect.
4. Consent of surety to final payment.
5. Comply with additional requirements in Division 00 Sections and General Conditions of the Contract.

PART 2 PRODUCTS *(Not Applicable)*

PART 3 EXECUTION *(Not Applicable)*

END OF SECTION 01 77 00

SECTION 01 78 39
PROJECT RECORD DOCUMENTS**PART 1 GENERAL**

1.1 SUMMARY

A. Section Includes:

1. Administrative and procedural requirements for preparing, maintaining, and submitting following:
 - a. Project Record Documents.
 - b. Operating and Maintenance Data and Manuals.
 - c. Warranties, Guarantees, and Bonds.
 - d. Spare parts and Maintenance Materials.
 - e. Instructions to Owner's Personnel.

B. Related Sections:

1. Section 01 77 00: Closeout Procedures

C. Related Requirements:

1. Refer to Division 00 Documents, including General Conditions, for additional requirements.
2. Separate Specification Sections requiring Record Documents.

1.2 PROJECT RECORD DOCUMENTS

A. Dedicated Record Set:

1. Maintain one set of Contract Drawings and one copy of Project Specifications for use during construction to record changes made during construction..
 - a. Record revisions with contrasting color.
 - b. Do not use record documents for construction purposes.

B. Record Documents and Shop Drawings:

1. Record in concise and neat manner and on continual basis actual revisions to Work.
2. Include reference to appropriate document with date revision/change was approved or directed.
3. Changes/Revisions to Drawings and Specifications include, but are not necessarily limited to:
 - a. Changes made by RFI, CCD, and CO.

- b. Changes made to shop drawings.
 - 4. Mark set to show actual installation where installation varies substantially from Work as originally shown.
 - a. Mark whichever drawing is most capable of showing conditions fully and accurately.
 - b. Where shop drawings are used, record cross-reference at corresponding location on Contract drawings.
 - c. Give particular attention to concealed elements that would be difficult to measure and record at later date.
 - 5. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of Work.
 - 6. Mark new information that is important to Owner, but was not shown on Contract Drawings or shop drawings.
 - 7. Note related Change Order numbers where applicable.
 - 8. Label each document "PROJECT RECORD" in neat large printed letters.
 - 9. Record information concurrently with construction progress.
 - a. Do not conceal Work until required information is recorded.
 - 10. Legibly mark each item to record actual construction including:
 - a. Measured depths of foundations in relation to finish first floor datum.
 - b. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 1) Identify drains and sewers by invert elevation.
 - c. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of Work.
 - d. Identify ducts, dampers, valves, access doors and control equipment wiring.
 - e. Field changes of dimension and detail.
 - f. Details not on original Drawings.
- C. Store Record Documents and Samples in Contractor's Field Office, separate from documents used for construction.
- 1. Protect record documents from deterioration and loss in secure, fire-resistive location.
 - 2. Provide access to record documents for Architect's reference during normal working hours.
 - 3. Provide files and racks for storage of Documents
 - 4. Provide secure storage space for storage of samples.
 - 5. Maintain documents in clean, dry, legible condition and in good order.
 - a. Replace soiled or illegible documents.
- D. Record Specifications:

1. Maintain one complete copy of Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction.
 2. Legibly mark these documents and record at each product section description of actual products installed to show substantial variations in actual Work performed in comparison with text of specifications and modifications including following:
 - a. Manufacturer's name, trade name, product model and number and supplier.
 - b. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation, including following:
 - 1) Authorized product substitutions or alternates utilized.
 - 2) Changes made by Addenda and Modifications.
 3. Note related record drawing information and product data.
 4. Upon completion of Work, submit record specifications to Architect for Owner's records.
- E. Owner's Project Inspector will verify that Project Record Documents are fully updated prior to approving Payment Applications.
1. Obtain Owner's Inspector's signature on record set verifying information.
- F. Record drawings will be reviewed by Architect for completeness and acceptance.
- G. As-Built Drawings:
1. Turn over to Owner in following manner:
 - a. Separate each discipline (i.e. Civil, Architectural, Mechanical, Electrical, Plumbing, and so on)
 - b. Identify disciplines of Drawings by adding whitetag.
 - c. Tag each discipline.
 - d. Tag Size: No. 8, 8-11/16 by 2-3/4 inches.
 - e. Legibly write on tag name of Project, and discipline inside tube.
 - f. Separately tube each discipline by using U-Line tube or equal.
 - g. Size of Tube: 4 inches minimum and 6 inches maximum.
- H. Record of Electronic (Digital) Files:
1. Immediately before inspection of Substantial Completion, review marked-up Record Set with Architect and Owner's Inspector.
 2. When authorized, prepare full set of corrected digital files of Record Documents.
 3. Submit following documents:
 - a. Scan sheets in As-Built Set, furnish annotated PDF electronic files.
 - b. CD or CD's of PDF files and file labeling is to include following information:
 - 1) Project name.

- 2) Date.
- 3) Name of Architect.
- 4) Name of Contractor
- 5) Disciplines included in CD (i.e. Title sheet, Civil, Architectural, Structural, Mechanical, and so on)
- 6) Label and index files contained in CD in sequential order to match Title Sheet of Contract Documents.

I. RFI's:

1. Furnish one copy of RFI's questions and answers submitted on Project.
2. Submit RFI binder in following manner:
 - a. Provide binders as specified in "Record Document Storage" Article.
 - b. Label binder on cover and spine: RFI's.
 - 1) Identify Project Name/Building Name, and Project Number on cover.
 - c. Furnish tab for each individual RFI.
 - d. Submit RFI Binders inside storage boxes as specified in "Record Document Storage" Article.
 - 1) Include two labels on face and side of box or boxes.

1.3 MAINTENANCE AND OPERATING (M&O) DATA AND MANUALS

- A. Submit two sets prior to Substantial Completion inspection for Architect's review and approval.
- B. Manual Format:
 1. Prepare data in form of instructional manual for use by Owner's personnel.
 - a. Provide binders as specified in "Record Document Storage" Article.
 - b. Identify Project Name/Building Name and Project Number on cover of manual.
 2. Table of Contents: Include in each volume, neatly typewritten.
 - a. Identify Contractor, name of responsible principal, address, and phone number.
 - b. List each product included, indexed to content of volume.
 - c. List, with each product, name, address, and telephone number of subcontractor or installer and maintenance contractor, as appropriate and nearest source of supply for parts and replacement.
 - d. Identify location of installed equipment.
 - e. Submit M&O Manuals inside storage boxes as specified in "Record Document Storage" Article.
 3. Product Data:

- a. Include only those sheets which are pertinent to specific product.
 - b. Annotate each sheet to clearly identify specific product or part installed.
 - c. Include CD with Product Data information.
- 1) Maintenance schedules and equipment list must be in editable Word or Excel spreadsheet format.

4. Drawings:

- a. Supplement product data with Drawings as necessary to clearly illustrate relations of component parts of equipment and systems.
- b. Coordinate Drawings with information in Project Record Documents to ensure correct illustration of completed installation.
- c. Do not use Project Record Documents as maintenance drawings.
- d. Full size and half size hard copies of Drawings are required.

5. Copy of each warranty and service contract as specified.

1.4 RECORD DOCUMENT STORAGE

A. Binders:

- 1. Commercial quality, heavy-duty, three-ring D binders with durable and cleanable vinyl-covers at front and spine, with internal pockets to hold CD.
- 2. Size: 8-1/2 by 11 inches with ring size as required.
- 3. Provide new white binders.

B. Storage Boxes:

- 1. "Bankers Box" or equal quality.
 - a. Size: 11 by 15 inches or equal size.
- 2. Include two labels on face and side of box.
- 3. Label boxes as follows:
 - a. Use Avery Label 6573 or equal size.
 - b. Type information on label, including Bid No., Project Name, and Number of boxes (i.e. Box 1 of 5).
 - 1) Refer to attached sample label at end of this Section.
 - 2) Font for Labels:
 - a) Vernada, 48 point for Bid No.
 - b) Vernada, 16 point for remainder of content on label.

1.5 WARRANTIES, GUARANTEES, AND BONDS

- A. Disclaimers and Limitations:
 - 1. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of warranty on Work that incorporates products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with Contractor.
- B. Manufacturer's warranties and guarantees notwithstanding, warrant entire Work against defects in materials and workmanship for twelve months from Date of Acceptance of Substantial Completion.
 - 1. Warranties and guarantees between Contractor and Owner are not affected by warranties and guarantees between Contractor and manufacturers and Contractor and suppliers.

1.6 WARRANTY REQUIREMENTS

- A. Related Damages and Losses:
 - 1. When correcting warranted Work that has failed, remove and replace other Work that has been damaged as result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty:
 - 1. When Work covered by warranty has failed and been corrected by replacement or rebuilding, reinstate warranty by written endorsement.
 - 2. Provide Reinstated Warranty equal to original warranty with equitable adjustment for depreciation.
- C. Replacement Cost:
 - 1. Upon determination that Work covered by warranty has failed, replace or rebuild Work to acceptable condition complying with requirements of Contract Documents.
 - 2. Contractor is responsible for cost of replacing or rebuilding defective Work regardless of whether Owner has benefited from use of Work through portion of its anticipated useful service life.
- D. Owner's Recourse:
 - 1. Written warranties made to Owner are in addition to implied warranties, and do not limit duties, obligations, right and remedies otherwise available under law, nor are warranty periods be interpreted as limitations on time in which Owner can enforce such other duties, obligations, rights, or remedies.
 - 2. Rejection of Warranties:
 - a. Owner reserves right to reject warranties and to limit selections to products with warranties not in conflict with requirements of Contract Documents.

- E. Owner reserves right to refuse to accept Work for Project where special warranty, certification, or similar commitment is required on such Work or part of Work, until evidence is presented that entities required to countersign such commitments are willing to do so.
- F. Submit warranties and guarantees to Contractor for Architect's review and approval prior to final payment.
- G. Do not start warranty period for delayed warranty items, until items have been completed.
- H. Furnish two original copies with wet signatures of warranties and guarantees on Project.
- I. Organize warranties/guarantees into orderly sequence based on Table of Contents in Project Specifications:
 - 1. Bind warranties/guarantees in 8-1/2 by 11 inch heavy-duty, three ring binders, same as specified in "Maintenance And Operating (M&O) Data and Manuals" Article.
 - 2. Identify each binder on front and spine with printed sheet "WARRANTIES", project name and name of contractor.
 - 3. Contractor to issue Contractor's and Subcontractor's Warranties/Guarantees using attached Warranties/Guarantees form found at end of this Section.

1.7 SUBMITTALS

- A. Submit written warranties to Architect prior to date certified for Substantial Completion.
 - 1. When Architect's Certificate of Substantial Completion designates commencement date for warranties other than date of Substantial Completion for Work, or designated portion of Work, submit written warranties upon request of Architect.

1.8 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit (2) copies of final approved manual to Owner's Project Inspector prior to final payment.
- B. Content for each unit of mechanical equipment and each mechanical system, as applicable and appropriate, including but not limited to following:
 - 1. Description of units, or system and component parts.
 - 2. Operating procedures.
 - 3. Maintenance procedures.
 - 4. Servicing and lubrication schedule, with list of lubricants required.
 - 5. As-installed control diagrams by controls manufacturer.
 - 6. Other data as required in various specification sections.

- C. Content, for each electrical and electronic system, as applicable and appropriate, including but not limited to following:
 - 1. Description of system and component parts.
 - 2. Circuit directories of panel boards.
 - 3. As-installed color-coded wiring diagrams.
 - 4. Operating procedures.
 - 5. Maintenance procedures.
 - 6. Other data as required in individual sections.
- D. Prepare and include additional data as may be required for instruction of Owner's personnel.
- E. Additional requirements for operating and maintenance data: As may be specified in individual Sections.
- F. Provide complete information for products specified in individual Sections.

1.9 INSTRUCTION OF OWNER'S PERSONNEL

- A. Provide instruction/training to Owner personnel as indicated in individual specification sections and as required.
- B. Provide to Owner, date and list, including signatures, of Owner personnel who attended training.
 - 1. Schedule instructional meeting or meetings after instructional manuals have been submitted, reviewed, and approved by Architect.
 - 2. Coordinate meetings to include tier subcontractors.
- C. Instruction sessions will be held in Owner designated area on Project Site and at Owner's convenience.
 - 1. Schedule amount of time required for each session as specified in individual sections.
- D. Review contents of Manuals with Owner's personnel in full detail to explain every aspect of operation and maintenance.

1.10 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual Sections.

PART 2 PRODUCTS *(Not Applicable)*

PART 3 EXECUTION *(Not Applicable)*

END OF SECTION 01 78 39

WARRANTY/GUARANTEE FORM

FOR _____ WORK

We, the undersigned, do hereby warranty and guaranty that the parts of the Work described above which we have furnished or installed for:

Project Name: (Insert Project Name)

Owner: (Insert Owner’s Name)

Location: (Insert Project Location)

Are in accordance with the Contract Documents and that all said work as installed with fulfill or exceed all the Warranty and Guaranty requirements. We agree to repair or replace work installed by us, together with any other work which is displaced or damaged by so doing, that proves to be defective in workmanship, material, or operation within a period of:

(Insert written years) year(s)

from the date of filing of the Notice of Completion, ordinary wear and tear and unusual neglect or abuse excepted.

In the event of our failure to comply with the above-mentioned conditions within a reasonable time period determined by the Owner, after notification in writing, we, the undersigned, all collectively and separately, hereby authorize the Owner to have said defective work repaired and/or replaced and made good, and agree to pay to the Owner upon demand all monies that the Owner may expend in making good said defective work, including all collection costs and reasonable attorney fees.

Date:

(Insert Name of Contractor)

(Insert Name of Subcontractor, Manufacturer or Supplier)

Signature:

Signature:

Name: Name:

Title: Title:

State License No.

State License No.:

Local Representative: For maintenance, repair, or replacement service, contact:

Name:

Address:

Phone:

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Bid No. XXXX

City Project Number

RFI BINDERS 01 OF 04

BINDERS 01 OF 04: RFI'S 001 THRU 050

BINDERS 02 OF 04: RFI'S 051 THRU 100

BINDERS 03 OF 04: RFI'S 101 THRU 150

BINDERS 04 OF 04: RFI'S 151 THRU 200

Box 1 of 5

SAMPLE

SECTION 02 41 19
SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Demolition and removal of selected portions of structure.

- B. Related Requirements:

- 1. Section 01 10 00 "Summary" for use of the premises, phasing requirements, interim housing considerations, coordination with occupants, etc.
- 2. Section 01 32 33 "Photographic Documentation" for preconstruction photographs taken before building demolition.
- 3. Section 01 50 00 "Temporary Facilities and Controls" for temporary construction and environmental protection measures for selective demolition operations.
- 4. Section 01 74 19 "Construction Waste Management and Disposal".
- 5. Section 01 73 00 "Execution" for cutting and patching procedures.
- 6. Section 02 82 33 "Removal and Disposal of Asbestos Containing Materials".
- 7. Section 02 83 33 "Removal and Disposal of Material Containing Lead".
- 8. Section 02 84 33 "Removal and Disposal of Universal Waste and PCB".
- 9. Section 31 10 00 "Site Clearing" for site clearing and removal of above- and below-grade improvements not part of selective demolition.

1.3 ALLOWANCES

- A. Allowances for repair of existing termite-damaged are specified in Section 01 21 00 "Allowances."

1.4 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to the Owner ready for reuse.

- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.5 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects, including cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to the Owner that may be uncovered during demolition remain the property of the Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to the Owner.

1.6 PRE-INSTALLATION MEETINGS

- A. Pre-demolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 4. Review areas where existing construction is to remain and requires protection.

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Engineering Survey: Submit engineering survey of condition of building.
- C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.
- D. Schedule of Selective Demolition Activities: Indicate the following:

TECHNICAL SPECIFICATIONS

JAMES ANDERSON PARK – LIMITED ACCESSIBILITY UPGRADES CITY OF CARSON

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 3. Coordination for shutoff, capping, and continuation of utility services.
 4. Coordination of Owner continuing occupancy of portions of existing building and of Owner partial occupancy of completed Work.
 5. Locations of proposed dust and noise control temporary partitions and means of egress.
 6. Means of protection for items to remain and items in path of waste removal from site.
- E. Pre-demolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces that might be misconstrued as damage caused by demolition operations. Comply with Section 01 32 33 "Photographic Documentation." Submit before Work begins.
- F. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.8 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.
- B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.9 FIELD CONDITIONS

- A. The Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so the Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by the Owner as far as practical.
- C. Notify the Owner's Construction Manager of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 1. If suspected hazardous materials are encountered, do not disturb; immediately notify the Owner's Construction Manager. Remove hazardous materials in accordance with Specification Sections 02 82 33, 02 83 33 and 02 84 33. The costs associated with such work shall be paid out of the appropriate Allowance, as approved by the Owner's Construction Manager.
- E. Storage or sale of removed items or materials on-site is not permitted.

- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.10 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with the Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI / ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by the District. The District does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
 - 1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- D. Survey of Existing Conditions: Record existing conditions by use of measured drawings, preconstruction photographs or video.
 - 1. Comply with requirements specified in Section 01 32 33 "Photographic Documentation."
 - 2. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.

- E. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Owner’s Construction Manager.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Arrange to shut off utilities with utility companies.
 - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to the Owner.
 - 4. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or

collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials.
 5. Maintain fire watch and portable fire-suppression devices during and for at least 12 hours after flame-cutting operations.
 6. Maintain adequate ventilation when using cutting torches.
 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 8. Dispose of demolished items and materials promptly. Comply with requirements in Section 01 74 19 "Construction Waste Management and Disposal."
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to the Owner.
 4. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Owner's Construction Manager, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- B. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Comply with requirements specified in Section 01 74 19 "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 41 19

SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.
- B. Related Requirements:
 - 1. Section 31 20 00 "Earth Moving" for drainage fill under slabs-on-grade.
 - 2. Section 32 13 13 "Concrete Paving" for concrete pavement and walks.
 - 3. Section 03 30 53 "Miscellaneous Cast-in-Place Concrete".

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.4 SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
 - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.
 - 2. Include Vapor Emissions Control System.

- C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:
- D. Material Certificates: Signed by manufacturers certifying that each of the following items complies with requirements:
 - 1. Cementitious materials and aggregates.
 - 2. Admixtures.
 - 3. Repair materials.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M.
- D. Regulatory Requirements: Concrete construction shall conform with the CBC, and requirements specified herein.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.
- B. Vapor Emissions Control System Components: Store per manufacturer's requirements, including storage temperature and protection from harmful weather conditions.

1.7 FIELD CONDITIONS

- A. Hot-Weather Placement: Comply with ACI 301 and as follows:
 - 1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

1.8 WARRANTY

- A. Standard Vapor Emissions Control System Warranty: Manufacturer's standard warranty, applicable regardless of vapor emissions (CC/Rh) test results, without the use of vapor retarder, executed by an authorized company official, in which manufacturer agrees to completely repair or replace all floor finishes that are completely or partially damaged as a result of failure of vapor emissions control system within specified warranty period.
1. Failures include:
 - a. Moisture related failures, including failures due to moisture vapor emissions, and including failures at cracks, expansion joints, saw cuts, and similar features.
 2. Warranty Period
 - a. Vapor Emissions Control System, including admixture, curing agent, crack fill binder: Lifetime
 - b. Floor Coverings and Coatings (materials and installation): Lifetime

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
1. ACI 301. "Specifications for Structural Concrete".
 2. ACI 117. "Specifications for Tolerances for Concrete Construction and Materials".

2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
1. Plywood, metal, or other approved panel materials.
 2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
 - a. High-density overlay, Class 1 or better.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- D. Form Ties: Factory-fabricated, removable or snap-off glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- B. Low-Alloy-Steel Reinforcing Bars: ASTM A 706/A 706M, deformed.

2.4 CONCRETE MATERIALS

- A. Source Limitations:
1. Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant.
 2. Obtain aggregate from single source.
 3. Obtain Vapor Emission Control System components (admixture, curing agent, crack fill binder) from single source from single manufacturer
 4. Obtain all other admixtures from single source from single manufacturer.
- B. Cementitious Materials:
1. Portland Cement: ASTM C 150/C 150M, **Type II**.
- C. Normal-Weight Aggregates: ASTM C 33/C 33M, Class 1N coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.
1. Maximum Coarse-Aggregate Size: 1 inch nominal, nor one third of the slab depth, not three-fourths of the minimum clear spacing between individual reinforcing bars or bundles of bars.
 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali incement.
 3. Do not use aggregates containing spalling causing deleterious substances.
 4. Except where specifically indicated, "Pea Gravel" concrete (concrete with a maximum aggregate size of 3/8") shall not be permitted without written permission from the Engineer.
 5. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 6. Retarding Admixture: ASTM C 494/C 494M, Type B.
 7. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 8. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 9. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 10. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- D. Water: ASTM C 94/C 94M and potable.

2.5 VAPOR RETARDERS

- A. Vapor Retarder: Plastic sheet, ASTM E 1745, Class A.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Fortifiber Building Systems Group.
 - b. Raven Industries, Inc.
 - c. Reef Industries, Inc.
 - d. Stego Industries, LLC.
 - e. W.R. Meadows, Inc.
 - f. Or Equal.

2.6 CURING MATERIALS

- A. Liquid membrane forming compound containing a fugitive dye, conforming to ASTM C309, Type I, guaranteed not to affect the bond, adhesion, or effectiveness of finishes and surface treatment specified herein to be applied to concrete.
- B. Curing compound used on exposed concrete surfaces shall be non-discoloring, fast drying and shall be conclusively demonstrated not to darken or yellow with age. Curing compound for use on concrete floors to receive adhered floor finishes shall be specially formulated for such use and shall be certified by the manufacturer not to inhibit the bonding qualities of flooring adhesives.

2.7 RELATED MATERIALS

- A. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

2.8 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8-inch and that can be feathered at edges to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C 150/C 150M, Portland cement as defined in ASTM C 219.
 - 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
 - 3. Aggregate: Well-graded, washed gravel, 1/8- to 1/4-inch or coarse sand as recommended by underlayment manufacturer.
 - 4. Compressive Strength: Not less than **3000 psi** at 28 days when tested according to ASTM C 109/C 109M.

- B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4-inch and that can be filled in over a scarified surface to match adjacent floor elevations.
1. Cement Binder: ASTM C 150/C 150M, Portland cement as defined in ASTM C 219.
 2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
 3. Aggregate: Well-graded, washed gravel, 1/8- to 1/4-inch or coarse sand as recommended by topping manufacturer.
 4. Compressive Strength: Not less than **3000 psi** at 28 days when tested according to ASTM C 109/C 109M.

2.9 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
 2. Combined Fly Ash, Pozzolans, and Silica Fume: 25 percent with fly ash or pozzolans not exceeding 15 percent and silica fume not exceeding 10 percent.
 3. Combined Fly Ash or Pozzolans, Slag Cement, and Silica Fume: 40 percent with fly ash or pozzolans not exceeding 15 percent and silica fume not exceeding 10 percent.
- B. Admixtures: Use admixtures certified by manufacturer to be compatible with other admixtures, flooring materials and adhesives. Use admixtures according to manufacturer's written instructions.

2.10 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Slabs-on-Grade: Normal-weight concrete.
1. Minimum Compressive Strength: **3000 psi** at 28 days.
 2. Maximum W/C Ratio: **0.50**.
 3. Slump Limit: 4 inches, plus or minus 1 inch.
 4. MAX shrinkage rate of 0.04% at 28 days per ASTM C157.
 5. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.

2.11 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.12 CONCRETE MIXING

- A. Mixing and delivery shall comply with ASTM C94, these Specifications, and Building Code requirements.

- B. Testing Agency shall perform check sieve analysis of the aggregates being used, check compliance with mix design and the cement being used against mix design; check that water has been removed from the drum before adding mix ingredients for the following load and shall witness the loading of mixing trucks. Testing Agency shall provide a written report of each inspection indicating compliance or non-compliance with these Specifications.
- C. In addition to the requirements of ASTM C94 section 16.1 provide the following information on delivery tickets. Provide a ticket signed by an authorized representative of the batching plant with each mixer truck of concrete delivered to the site.
 - 1. Type and brand of cement.
 - 2. Cement content per cu. yd., of concrete.
 - 3. Maximum size of aggregate.
 - 4. Total water content expressed as water/cement ratio.
- D. Deliver batch tickets to the Owner's Inspector at the site when concrete is delivered.
- E. Maintain equipment in proper operating condition, with drums cleaned before charging each batch. Schedule rate of delivery to prevent delay of placing the concrete after mixing, or holding dry-mixed materials too long in the mixer before the addition of water and admixtures.
- F. Remove all materials, including water remaining in the ready mix truck drum, completely before ingredients for the following loads are introduced in the drum.
- G. Do not use concrete which has not been placed 30 minutes after leaving the mixer, or concrete that is not placed within 60 minutes after water is introduced into the mix.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:
 - 1. Class A, 1/8-inch for smooth-formed finished surfaces.
 - 2. Class C, 1/2-inch for rough-formed finished surfaces.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-concrete

surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.

1. Install keyways, reglets, recesses, and the like, for easy removal.
 2. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- H. Chamfer exterior corners and edges of permanently exposed concrete.
- I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEM INSTALLATION

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.

3.3 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material are not acceptable for exposed surfaces. Apply new form-release agent.

- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.4 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
 - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded-wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.5 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by the Project Inspector.
- C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.
- D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
 - 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
 - 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower

layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

- E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
 - 1. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 - 2. Maintain reinforcement in position on chairs during concrete placement.
 - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
 - 4. Slope surfaces uniformly to drains where required.
 - 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

3.6 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces exposed to public view, to receive a rubbed finish, or to be covered with a coating or covering material applied directly to concrete.
- C. Rubbed Finish: Apply the following to smooth-formed-finished as-cast concrete where indicated:
 - 1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
 - 2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix 1 part Portland cement to 1-1/2 parts fine sand with a 1:1 mixture of bonding admixture and water. Add white Portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.7 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, re-straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4-inch in one direction.
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats. Re-straighten, cut down high spots, and fill low spots. Repeat float passes and re-straightening until surface is left with a uniform, smooth, granular texture.
- D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and re-straighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floorcoverings.
 - a. Specified overall values of flatness, F(F) 25; and of levelness, F(L) 20; with minimum local values of flatness, F(F) 17; and of levelness, F(L) 15.
- E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces **where ceramic or quarry tile is to be installed by either thickset or thinset method**. While concrete is still plastic, slightly scarify surface with a fine broom.
 - 1. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.

3.8 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and othersurfaces.
- E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
 - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
 - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
 - c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies does not interfere with bonding of floor covering used on Project.

3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.9 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by the District Construction Manager. Remove and replace concrete that cannot be repaired and patched to District Construction Manager's approval.

- B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part Portland cement to 2-1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2-inch in any dimension to solid concrete. Limit cut depth to 3/4-inch.

- Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
2. Repair defects on surfaces exposed to view by blending white Portland cement and standard Portland cement so that, when dry, patching mortar matches surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
 3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by the District Construction Manager.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01-inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
 2. After concrete has cured at least 14 days, correct high areas by grinding.
 3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
 4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
 5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4- inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
 6. Repair defective areas and test cores, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
 7. Cracks
 - a. Repair random cracks and single holes 1 inch or less in diameter.
 - b. General: Repair with patching mortar.
 - c. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place crack repair material before bonding agent has dried. Compact crack repair material and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

- E. Perform structural repairs of concrete, subject to District Construction Manager's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to District Construction Manager's approval.

3.10 FIELD QUALITY CONTROL

- A. Special Inspections: District will engage a **special inspector and qualified testing and inspecting agency** to perform field tests and inspections and prepare test reports.
- B. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- C. Concrete Slab Vapor Emissions Tests: Before installation of flooring finishes over interior concrete slabs, District will have concrete floor slab moisture content tests performed by an independent laboratory to determine the level of vapor transmission in the concrete slabs, slab strength, permeability, pH level and relative humidity. District will submit copies of the test results to the Architect, Project Inspector, and Contractor prior to the installation of the flooring finishes.
- D. Inspections:
 - 1. Steel reinforcement placement.
 - 2. Verification of use of required design mixture.
 - 3. Concrete placement, including conveying and depositing.
 - 4. Curing procedures and maintenance of curing temperature.
 - 5. See structural drawings for requirements.

END OF SECTION 03 30 00

SECTION 31 10 00

SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Removing above- and below-grade site improvements.
6. Disconnecting, capping or sealing, and removing site utilities or abandoning site utilities in place.
7. Temporary erosion and sedimentation control.

B. Related Requirements:

1. Section 01 50 00 "Temporary Facilities and Controls" for temporary erosion- and sedimentation-control measures.
2. Section 02 41 19 "Selective Demolition."

1.3 DEFINITIONS

- A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface and existing in-place surficial organic soil layer; the zone where plant roots grow.
- D. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 PRE-INSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site.

1.5 MATERIAL OWNERSHIP

- A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain District's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.6 INFORMATIONAL SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
 - 1. Use sufficiently detailed photographs or video recordings.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.
- B. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.7 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from District and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by District or authorities having jurisdiction.
 - 3. Maintain emergency vehicle access traffic ways at all times. If the Work impacts the emergency vehicle access traffic way, coordinate with the local Fire Marshal.
- B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining District's property will be obtained by District before award of Contract.
 - 1. Do not proceed with work on adjoining property until directed by District Construction Manager.
- C. Salvageable Improvements: Carefully remove items indicated to be salvaged and store where indicated.
- D. Utility Locator Service: Retain a professional utility locator service and have all existing underground utilities located and surface-identified before site clearing.

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- E. Do not commence site clearing operations until temporary erosion-control, sedimentation-control and plant-protection measures are in place.
- F. Tree- and Plant-Protection Zones: The following practices are prohibited within plant protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
 - 8. Do not direct vehicle or equipment exhaust toward protection zones.
 - 9. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.
- G. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.
- H. Burning: Burning is not permitted on the site.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 31 20 00 "Earth Moving."
 - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly identify trees, shrubs, and other vegetation to remain. Wrap a 1-inch blue vinyl tie tape flag around each tree trunk at 54 inches above the ground.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to District.

3.2 TREE AND PLANT PROTECTION

- A. Protect trees remaining on-site.
 - 1. Protect shrubs and other vegetation indicated to remain or be relocated.
 - 2. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by District Construction Manager.

3.3 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Coordinate with and follow all the requirements contained in Section 01 57 23 "Temporary Storm Water Pollution Control."
- C. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- D. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- E. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

3.4 EXISTING UTILITIES

- A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
 - 1. Arrange with utility companies to shut off indicated utilities.
 - 2. Protect all utilities to remain in place.
 - 3. Cap or seal utilities in accordance with the appropriate code and industry standard.
- B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by District or others, unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Construction Manager not less than five days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Construction Manager's written permission.
- C. ~~Removal of underground utilities is included in earthwork sections; in applicable fire-suppression, plumbing, HVAC, electrical, communications, electronic safety and~~

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~~security, and utilities sections; and in Section 02-41-16 "Structure Demolition" and Section 02-41-19 "Selective Demolition."~~

3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 - 2. Grind down stumps and remove roots, obstructions, and debris to a depth of 18 inches below exposed subgrade.
 - 3. Use only hand methods for grubbing within protection zones.
 - 4. Chip removed tree branches and dispose of off-site.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.
 - 1. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects larger than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
 - 1. Limit height of topsoil stockpiles to 72 inches.
 - 2. Do not stockpile topsoil within protection zones.
 - 3. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.
 - 4. Stockpile surplus topsoil to allow for re-spreading deeper topsoil.

3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.

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1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off District's property.
- B. Separate recyclable materials produced during site clearing from other non-recyclable materials. Store or stockpile without intermixing with other materials, and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 31 10 00

SECTION 31 20 00

EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Preparing subgrades for slabs-on-grade, walks, pavements, turf and grasses, plants.
2. Drainage course for concrete slabs-on-grade.
3. Subbase course for concrete walks and pavements.
4. Subbase course and base course for asphalt paving.
5. Excavating and backfilling trenches for utilities and pits for buried utility structures.

B. Related Requirements:

1. Section 01 32 01 "Construction Progress Documentation".
2. Section 01 32 33 "Photographic Documentation".
3. Section 01 45 01 "Environmental Testing of Imported Fill Materials".
4. Section 01 57 23 "Temporary Storm Water Pollution Control".
5. Section 31 10 00 "Site Clearing".
6. Section 32 84 00 "Planting Irrigation" for landscape irrigation trenching.
7. Section 32 93 00 "Plants".
8. Section 33 41 00 "Subdrainage".

1.3 UNIT PRICES

- A. Rock Measurement: Volume of rock actually removed, measured in original position, but not to exceed the following. Unit prices for rock excavation include replacement with approved materials.

1. 24 inches outside of concrete forms other than at footings.
2. 12 inches outside of concrete forms at footings.
3. 6 inches outside of minimum required dimensions of concrete cast against grade.
4. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.

5. 6 inches beneath bottom of concrete slabs-on-grade.
6. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.

1.4 DEFINITIONS

- A. Backfill: Soil, engineered material, or controlled low-strength material used to fill an excavation.
 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Pavement Structural Section: An engineered structural element typically composed of distinct thickness and / or density of rigid concrete pavement or flexible asphalt concrete pavement, base course, subbase course, and subgrade, designed to support a specific load.
- C. Base Course: Engineered aggregate material compacted to a specified density and layer thickness between pavement and the subgrade or subbase course, if applicable.
- D. Subbase Course: Engineered aggregate material compacted to a specified density and layer thickness between base course layer and subgrade.
- E. Subgrade: The bottom surface of an excavation which is to support compacted fill, backfill, or structure foundations or the upper 12 inches of compacted fill to support a pavement structural section or surface improvements.
- F. Bedding Course: A clean, granular material placed full width from the bottom of the excavated trench subgrade to above the top of the pipe to support the buried pipe within the trench.
- G. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- H. Drainage Course (Capillary Break): A clean granular material layer supporting the slab-on-grade and also mitigating the upward migration of water due to capillary action forces.

- I. Excavation: Removal of materials within specified lines and dimensions, to an indicated elevation or depth of competent bearing material, to support compacted fill, structure foundations, or pavement structural sections.
 - 1. Authorized Additional Excavation: Excavation below the indicated elevations or beyond the specified lines and dimensions as directed by Construction Manager. Authorized additional excavation and compacted fill material will be paid for according to Contract provisions for unit prices.
 - 2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
 - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Owner. Unauthorized excavation, as well as remedial work directed by District Construction Manager, shall be without additional compensation.

- J. Fill: Soil or engineered materials used to raise existing grades and support surface improvements.

- K. Controlled Low-Strength Material (CLSM): Flowable, self-leveling, self-compacting backfill or fill material consisting of a 3-sack sand / cement slurry

- L. Formational Materials / Formation: An undisturbed geologic unit of rock strata possessing similar properties and lithology.

- M. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for bulk excavation or 3/4 cu. yd. for footing, trench, that cannot be removed by rock-excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
 - 1. Equipment for Footing, Trench, and Pit Excavation: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch-maximum-width, short-tip-radius rock bucket; rated at not less than 138-hp flywheel power with bucket-curling force of not less than 28,700 lbf and stick-crowd force of not less than 18,400 lbf with extra-long reach boom.
 - 2. Equipment for Bulk Excavation: Late-model, track-mounted loader; rated at not less than 230-hp flywheel power and developing a minimum of 47,992-lbf breakout force with a general-purpose bare bucket.

- N. Structures: Footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

- O. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

- 1.5 PRE-INSTALLATION MEETINGS
 - A. Pre-installation Conference: Conduct pre-excavation conference at Project site.

1. Review methods and procedures related to earthmoving, including:
 - a. Personnel and equipment needed to make progress and avoid delays.
 - b. Coordination of Work with utility locator service.
 - c. Coordination of Work and equipment movement with the locations of tree- and plant-protection zones.
 - d. Extent of trenching by hand or with air spade.
 - e. Field quality control.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of the following manufactured products required:
 1. Geotextiles.
 2. Warning tapes.
 3. Vapor Barrier.
- B. Samples for Verification: For the following products, in sizes indicated below:
 1. Geotextile: 12-by-12 inches.
 2. Warning Tape: 12 inches long; of each color.
 3. Vapor Barrier: 12-by12 inches

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
 1. Classification according to ASTM D 2487.
 2. Laboratory compaction curve according to ASTM D 1557.
 3. Expansion Index per ASTM D 4829.
 4. Sand Equivalent Value per ASTM D 2419
- C. Pre-excavation Photographs or Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth-moving operations. Submit before earth moving begins.

1.8 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: The Owner will retain an accepted testing agency according to ASTM E 329 and ASTM D 3740 for testing indicated.

1.9 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
 - 3. Maintain emergency vehicle access traffic ways at all times. If the Work impacts the emergency vehicle access traffic way, coordinate with the local Fire Marshal.
- B. Utility Locator Service: Retain a professional utility locator service and have all existing underground utilities located and surface-identified before beginning earth-moving operations.
- C. Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures specified in Section 01 57 23 "Temporary Storm Water Pollution Control" and Section 31 10 00 "Site Clearing" are in place.
- D. Do not commence earth-moving operations until plant-protection measures are in place.
- E. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- F. Do not direct vehicle or equipment exhaust towards protection zones.
- G. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.
- H. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Owner and then only after arranging to provide temporary utility services according to requirements indicated.
 - 1. Notify Owner not less than five days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's written permission.
- I. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, SC and SM according to ASTM D 2487, free of rock or gravel larger than 6 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
 - 1. Expansion Index: Not more than 50 as measured by ASTM D 4829.
 - 2. Upper 18 inches of subgrade fill under landscaped areas: Soil containing not more than 10% stones or lumps larger than 1-1/2 inches.
- C. Unsatisfactory Soils: Soil Classification Groups OL, CH, MH, OH, and PT according to ASTM D 2487; Soil Classification Groups GC, CL and ML where those soils are classified as medium or highly expansive by ASTM D 4829.
 - 1. Unsatisfactory soils include soft or yielding soil materials exposed at bottom of excavations
 - 2. Unsatisfactory soils include satisfactory soils possessing a moisture content not within ± 2 percent of the optimum moisture content at time of excavation and compaction.
- D. Backfill and Fill: Satisfactory soil or engineered materials
- E. Subbase Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940/D 2940M; with at least 90 percent passing a 2-1/2-inch sieve and not more than 25 percent passing a No. 200 sieve.
 - 1. Conforms to Caltrans Standard Specifications or "Greenbook" Standard Specifications for Public Works for Class II aggregate subbase material.
 - 2. R-Value of not less than 50 according to California Test Method 301.
 - 3. Sand Equivalent Value of at least 21 per ASTM D 2419.
- F. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 294/D 2940M; with not more than 2 percent passing the No. 200 sieve
 - 1. Conforms to Caltrans Standard Specifications or "Greenbook" Standard Specifications for Public Works for Class II aggregate base material.
 - 2. R-Value of not less than 78 according to California Test Method 301.
 - 3. Sand Equivalent Value of at least 25 per ASTM D 2419.
- G. Bedding Course:

1. Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940/D 2940M; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
2. Conforms to bedding material in accordance with “Greenbook” Standard Specifications for Public Works.
3. Sand Equivalent Value of not less than 20 per ASTM D 2419.

H. Drainage Course (Capillary Break):

1. Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and no more than 2 percent passing the No. 200 sieve.
2. Conforms to Section 200-1.4 of the “Greenbook” Standard Specifications for Public Works No. 4 Concrete Aggregates.

I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and zero to 5 percent passing a No. 4 sieve.

J. Sand: ASTM C 33/C 33M; fine aggregate.

K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 GEOTEXTILES

A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: As follows:
 - a. Grab Tensile Strength: 157 lbf; ASTM D 4632.
 - b. Sewn Seam Strength: 142 lbf; ASTM D 4632.
 - c. Tear Strength: 56 lbf; ASTM D 4533.
 - d. Puncture Strength: 65 lbf; ASTM D 4833.
2. Apparent Opening Size: No. 70 sieve, maximum; ASTM D 4751.
3. Permittivity: 1.8 per second, minimum; ASTM D 4491.
4. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: As follows:

- a. Grab Tensile Strength: 247 lbf; ASTM D 4632.
 - b. Sewn Seam Strength: 222 lbf; ASTM D 4632.
 - c. Tear Strength: 90 lbf; ASTM D 4533.
 - d. Puncture Strength: 90 lbf; ASTM D 4833.
2. Apparent Opening Size: No. 60 sieve, maximum; ASTM D 4751.
 3. Permittivity: 0.02 per second, minimum; ASTM D 4491.
 4. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

2.3 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

- B. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

- 2.4 Vapor Barrier: Minimum 15-mil thick plastic membrane which complies with ASTM E 1745 and installed per ASTM E 1643.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain all storm water BMPs, including erosion and sediment controls during earth-moving operations.

3.2 EXPLOSIVES

- A. Explosives: Explosives are not approved for construction operations. Do not use explosives.

3.3 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
- B. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Geotechnical Engineer. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents. Changes in the Contract Time may be authorized for rock excavation.
 - 1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.
 - 2. Rock excavation includes removal and disposal of rock. Remove rock to lines and subgrade elevations indicated to permit installation of permanent construction without exceeding the dimensions provided elsewhere in the Section.

3.4 EXCAVATIONS AT EDGES OF TREE- AND PLANT-PROTECTION ZONES:

- 1. Excavate by hand or with an air spade to indicated lines, cross sections, elevations, and subgrades. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.

3.5 EXCAVATION FOR WALKS AND HARDSCAPE

- A. Excavate existing fill material under planned walks and hardscape to at least 24 inches below planned subgrade elevation.
- B. Extend excavation out 2 feet beyond the limits of planned walks and hardscape or up to existing improvements, whichever is less.
- C. Notify Project Inspector when excavations have reached the specified subgrade elevation. The Project Inspector will arrange for the Owner's Testing Agency to

observe the bottom of the excavation and determine if additional excavation is required.

- D. Scarify, moisture condition to within ± 2 percent of the optimum moisture content, and recompact the upper 12 inches of the excavation bottom to at least 90 percent relative compaction

3.6 EXCAVATION FOR STRUCTURAL PAVEMENTS

- A. Excavate fill material under traffic rated structural pavements to at least 24 inches below planned subgrade elevation.
- B. Extend excavation out 2 feet beyond the limits of planned structural pavement or up to existing improvements, whichever is less.
- C. Notify Project Inspector when excavations have reached the specified subgrade elevation. The Project Inspector will arrange for the Owner's Testing Agency to observe the bottom of the excavation and determine if additional excavation is required.
- D. Scarify, moisture condition to within ± 2 percent of the optimum moisture content, and recompact the upper 12 inches of the excavation bottom to at least 95 percent relative compaction.

3.7 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
 - 1. Clearance: 12 inches each side of pipe or conduit unless otherwise indicated.
- C. Trench Bottoms:
 - 1. Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 - 2. Unless indicated otherwise, excavate trenches 4 inches deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavated deeper for bells of pipe.
 - 3. Unless indicated otherwise, excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
 - 4. Notify Project Inspector when excavations have reached the specified subgrade elevation. The Project Inspector will arrange for the District's Testing Agency to

observe the bottom of the excavation and determine if additional excavation is required.

- D. Trenches in Tree- and Plant-Protection Zones:
 - 1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
 - 2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.

3.8 SUBGRADE INSPECTION

- A. Notify Project Inspector when excavations have reached the specified subgrade elevation or formational material. The Project Inspector will arrange for the Owner's Testing Agency to observe the bottom of the excavation.
- B. If Testing Agency observes that unsatisfactory soil is present, continue excavation and replace with compacted fill, compacted aggregate base, Controlled Low-Strength Material (CLSM), or as directed by the Geotechnical Engineer.
- C. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Excavate soft, unsatisfactory soils, and areas of excessive pumping or rutting, and replace with compacted fill, compacted aggregate base, Controlled Low-Strength Material (CLSM), or as directed by the Geotechnical Engineer
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Testing Agency, without additional compensation.

3.9 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.
 - 2. Obtain Owner's acceptance of stockpile locations prior to creation. If stockpile must be moved, obtain Owner's acceptance.

3.10 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
 - 2. Surveying locations of underground utilities for Record Documents.
 - 3. Testing and inspecting underground utilities.
 - 4. Removing concrete formwork.
 - 5. Removing trash and debris.
 - 6. Removing temporary shoring, bracing, and sheeting.
 - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Do not place backfill on uncompacted subgrade or surfaces that are muddy, soft, yielding, pumping, rutting, frozen, or contain frost or ice.

3.11 UTILITY TRENCH BACKFILL

- A. Place bedding course on trench bottoms and where indicated, up to 12 inches above utility lines and in accordance with Section 306-6 of the "Greenbook" Standard Specifications for Public Works Construction.
- B. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
 - 1. Unless otherwise indicated, provide pea gravel bedding for sanitary sewer and storm sewer piping.
 - 2. Clean sand may be used for bedding under piping other than sewer piping.
- C. Moisture condition backfill material to within ± 2 percent of the optimum moisture content, place in layers not more than 8 inches in loose thickness, and compact to not less than 93 percent relative compaction per ASTM D1557, except subgrade beneath structural pavements.
- D. Beneath structural pavement, moisture condition backfill material to within ± 2 percent of the optimum moisture content, place in layers not more than 8 inches in loose thickness, and compact to not less than 95 percent relative compaction per ASTM D1557.
- E. Do not place trench backfill or bedding material on uncompacted subgrade or surfaces that are muddy, soft, yielding, pumping, rutting, frozen, or contain frost or ice.
- F. Trenches under Foundations: Unless otherwise indicated, backfill trenches excavated under foundation footings and within the zone of influence beneath foundations with concrete to elevation of bottom of footings. Concrete is specified in Section 03 30 00 "Cast-in-Place Concrete."

- G. Trenches under Roadways and Driveways: Unless otherwise indicated, provide 4-inch-thick, concrete-base slab support for piping or conduit less than 30 inches below finished surface of roadways or driveways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase course (or base course if no subbase course is indicated.) Concrete is specified in Section 03 30 00 "Cast-in-Place Concrete."
- H. Backfill voids with satisfactory soil while removing shoring and bracing.
- I. Initial Backfill:
 - 1. Soil Backfill: Place and compact initial backfill of pea gravel or satisfactory soil, free of particles larger than 1-inch in any dimension, to a height of 12 inches over the pipe or conduit.
 - a. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- J. Final Backfill:
 - 1. Soil Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.
- K. Warning Tape: Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.
- L. Coordinate backfilling with utilities testing.

3.12 SOIL FILL

- A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from subgrade before placing fills.
- B. Plow, scarify, bench, or break up sloped surfaces steeper than 5 horizontal to 1 vertical so fill material will bond with existing material.
- C. Scarify, moisture condition to within ± 2 percent of the optimum moisture content, and recompact the upper 12 inches of subgrade to at least 93 percent relative compaction per ASTM D 1557.
- D. Do not place subbase course or base course on uncompacted subgrade or surfaces that are muddy, soft, yielding, pumping, rutting, frozen, or contain frost or ice.
- E. All imported soil material shall be tested and approved by Geotechnical Engineer prior to hauling on site

3.13 SOIL MOISTURE CONTROL

- A. Uniformly moisture condition or aerate subgrade and each subsequent fill or backfill layer to within ± 2 percent of optimum moisture content prior to compaction.
 - 1. Do not place fill or backfill material on uncompacted subgrade or surfaces that are muddy, soft, yielding, pumping, rutting, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and aerate, otherwise satisfactory soil material that exceeds the optimum moisture content by 2 percent or is too wet to compact to specified dry unit weight.

3.14 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose thickness for material compacted by heavy compaction equipment and not more than 4 inches in loose thickness for material compacted by hand-operated tampers up to planned elevations.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following specified percentages of maximum dry unit weight in accordance with ASTM D 1557:
 - 1. Under traffic rated structural pavements, scarify, moisture condition to within ± 2 percent of the optimum moisture content, and recompact the upper 12 inches of subgrade and each layer of fill material to at least 95 percent relative compaction.
 - 2. Under turf or unpaved areas, moisture condition backfill and fill material to within ± 2 percent of the optimum moisture content, place in layers not more than 8 inches in loose thickness, and compact to at least 90 percent relative compaction.
 - 3. For utility trenches, moisture condition backfill material to within ± 2 percent of the optimum moisture content, place in layers not more than 8 inches in loose thickness, and compact to at least 90 percent relative compaction, except for areas beneath traffic rated, structural pavements.

3.15 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
 - 1. Turf or Unpaved Areas: Plus or minus 1-inch.
 - 2. Walks: Plus or minus 1-inch.
 - 3. Pavements: Plus or minus 1/2-inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2-inch when tested with a 10-foot straightedge.

3.16 SUBSURFACE DRAINAGE

- A. Subsurface Drain: Place subsurface drainage geotextile around perimeter of subdrainage trench. Place a 6-inch course of filter material on subsurface drainage geotextile to support subdrainage pipe. Encase subdrainage pipe in a minimum of 12 inches of filter material, placed in compacted layers 6 inches thick, and wrap in subsurface drainage geotextile, overlapping sides and ends at least 6 inches.
- B. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches of final subgrade, in compacted layers 6 inches thick. If indicated on drawings, overlay drainage backfill with one layer of subsurface drainage geotextile, overlapping sides and ends at least 6 inches.

3.17 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

- A. Do not place drainage course on uncompacted subgrade or surfaces that are muddy, soft, yielding, pumping, frozen, or contain frost or ice.
- B. On prepared, compacted subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
 - 1. If subdrain textile is indicated on drawings, install subdrain geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
 - 2. Place subbase course and base course in layers of equal thickness, with no loose uncompacted layer more than 8 inches thick or less than 3 inches thick, to required grades, lines, cross sections, and thickness.
 - 3. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

3.18 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform tests and inspections.

- B. Allow testing agency to observe and test excavation bottoms, subgrades, and each fill and backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.19 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Geotechnical Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.20 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 31 20 00

**SECTION 32 12 16
ASPHALT PAVING**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Reference Standards:
 - 1. Standard Specifications for the State of California, Department of Transportation (CalTrans Standard Specifications), current edition.

1.2 SUMMARY

- A. Section Includes:
 - 1. Cold milling of existing asphalt pavement.
 - 2. Hot-mix asphalt patching.
 - 3. Hot-mix asphalt paving.
 - 4. Hot-mix asphalt overlay.
 - 5. Asphalt curbs.
 - 6. Asphalt traffic-calming devices.
 - 7. Asphalt surface treatments.
 - a. Seal Coats.
 - b. Crack Sealants.
- B. Related Requirements:
 - 1. Section 01 74 19 "Construction Waste Management and Disposal" for handling of milled asphalt material and asphalt-paving waste.
 - 2. Section 02 41 19 "Selective Demolition" for demolition and removal of existing asphalt pavement.
 - 3. Section 31 20 00 "Earth Moving" for subgrade preparation, fill material, unbound-aggregate subbase and base courses, and aggregate pavement shoulders.
 - 4. Section 32 13 73 "Concrete Paving Joint Sealants" for joint sealants and fillers at pavement terminations.
 - 5. Section 32 17 13 "Parking Bumpers" for wheel stops.
 - 6. Section 32 17 23 "Pavement Markings" for striping and signage on the pavement.

TECHNICAL SPECIFICATIONS

CITY OF CARSON JAMES ANDESON PARK- LIMITED ACCESSIBILITY UPGRADES

1.3 SYSTEM DESCRIPTION

- A. Provide hot-mix asphalt pavement according to the materials, workmanship, and other applicable requirements of the standard specifications of the State.
 - 1. Standard Specification: CalTrans.
 - 2. Manual of Tests: CalTrans.
 - 3. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.4 PRE-INSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to hot-mix asphalt paving, including:
 - a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
 - b. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include technical data and tested physical and performance properties.
 - 2. Job-Mix Designs: For each job mix proposed for the Work.
- B. Samples for Verification: For the following product, in manufacturer's standard sizes unless otherwise indicated:
 - 1. Paving Fabric: 12-by-12 inches minimum.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For each manufacturer.
- B. Material Certificates: For each paving material. Submit certificate for each paving material, signed by manufacturer certifying that each material complies with requirements. Include statement that mixes containing recycled materials will perform equal to mixes produced from all new materials.
- C. Material Test Reports: For each paving material, by a qualified testing agency.

1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by the California Department of Transportation (CalTrans).

TECHNICAL SPECIFICATIONS

CITY OF CARSON JAMES ANDESON PARK- LIMITED ACCESSIBILITY UPGRADES

- B. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of the California Department of Transportation (CalTrans) for asphalt paving work.
 - 1. Comply with requirements of local jurisdictions where more stringent than CalTrans requirements.
 - 2. Measurement and payment provisions and safety program submittals included in CalTrans standard specifications do not apply to this Section.
 - 3. Comply with the applicable standards of the San Diego County Air Pollution Control District for quantities of volatile organic compounds (VOC's) used in all materials.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.
- B. Store pavement-marking materials in a clean, dry, protected location within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.9 FIELD CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
 - 1. Tack Coat: Minimum surface temperature of 60 deg F.
 - 2. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
 - 3. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.
 - 4. Seal coat: At time of placement, minimum ambient temperature 55 deg F, minimum surface temperature 60 deg F.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Base Coarse Aggregate: Class 2 Aggregate Base mineral aggregate, 3/4-inch maximum size, as specified in CalTrans Standard Specifications.

TECHNICAL SPECIFICATIONS

CITY OF CARSON JAMES ANDESON PARK- LIMITED ACCESSIBILITY UPGRADES

- C. Asphalt Aggregate: Type B Aggregate, as specified in CalTrans Standard Specifications.
 - 1. 3/4-inch maximum size for base course.
 - 2. 1/2-inch maximum size for surface course.
 - 3. 3/8-inch Fine for surface course for playgrounds and similar areas.

2.2 ASPHALT MATERIALS

- A. Asphalt Binder: Steam Refined, material. PG 64-10 conforming to CalTrans Standard Specifications.
- B. Tack Coat: ASTM D 977 emulsified asphalt, or ASTM D 2397 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.
- C. Seal Coat: Emulsified asphalt with a minimum 2 percent to 3 percent latex or copolymer added with 2 to 4 lbs of grade #30 silica sand added per gallon and mechanically agitated.
- D. Water: Potable.

2.3 AUXILIARY MATERIALS

- A. Recycled Materials for Hot-Mix Asphalt Mixes: Reclaimed asphalt pavement from sources and gradations that have performed satisfactorily in previous installations, equal to performance of required hot-mix asphalt paving produced from all new materials.
- B. Herbicide: Commercial chemical for weed control, registered by the Environmental Protection Agency (EPA), and not classified as "restricted use" for locations and conditions of application. Provide in granular, liquid, or wettable powder form.
- C. Sand: ASTM D 1073 or AASHTO M 29, Grade No. 2 or No. 3.
- D. Crack Sealer: Rubberized joint sealant complying with Federal Standards ASTM D 5329 Parking Lot Crack Sealer.

2.4 MIXES

- A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes; designed according to procedures in AI MS-2, "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types"; and complying with the following requirements:
 - 1. Comply with CalTrans Standard Specifications.
 - 2. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
- B. Base Course: Comply with CalTrans Standard Specifications.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Ensure that any air handling system that is likely to ingest fumes is protected and that windows near paving operations are closed.
- B. Verify that subgrade is dry and in suitable condition to begin paving.
- C. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
 - 2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Geotechnical Testing Agency, and replace with compacted backfill or fill as directed.
- D. Notify Construction Manager in writing of any unsatisfactory conditions. Proceed with paving only after unsatisfactory conditions have been corrected.
- E. Verify that utilities, traffic loop detectors, and other items requiring a cut and installation beneath the asphalt surface have been completed and that asphalt surface has been repaired flush with adjacent asphalt prior to beginning installation of imprinted asphalt.

3.2 COLD MILLING

- A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades and cross sections indicated.
 - 1. Mill to a uniform finished surface free of excessive gouges, grooves, and ridges.
 - 2. Control rate of milling to prevent tearing of existing asphalt course.
 - 3. Repair or replace curbs, manholes, and other construction damaged during cold milling.
 - 4. Excavate and trim unbound-aggregate base course, if encountered, and keep material separate from milled hot-mix asphalt.
 - 5. Handle milled asphalt material according to approved waste management plan.
 - 6. Keep milled pavement surface free of loose material and dust.
 - 7. Do not allow milled materials to accumulate on-site.

3.3 PATCHING

- A. Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Scarify and recompact the upper 12 inches of subgrade to 95% of maximum density. Excavate rectangular or trapezoidal patches, extending 12 inches into perimeter of adjacent sound pavement, unless otherwise

indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.

- B. Portland Cement Concrete Pavement: Break cracked slabs and roll as required to reseal concrete pieces firmly.
 - 1. Remove disintegrated or badly cracked pavement. Excavate rectangular or trapezoidal patches, extending into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Recompact existing unbound-aggregate base course to form new subgrade.
- C. Tack Coat: Before placing patch material, apply tack coat uniformly to vertical asphalt surfaces abutting the patch. Apply at a rate of 0.05 to 0.15 gal./sq. yd.
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- D. Patching, Single Asphalt Course: Fill excavated pavement areas with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.
- E. Patching, Separate Asphalt Courses: Partially fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

3.4 REPAIRS

- A. Leveling Course: Install and compact leveling course consisting of hot-mix asphalt surface course to level sags and fill depressions deeper than 1-inch in existing pavements.
 - 1. Install leveling wedges in compacted lifts not exceeding 3 inches thick.
- B. Crack and Joint Filling: Remove existing joint filler material from cracks or joints to a depth of 1/4-inch.
 - 1. Clean cracks and joints in existing hot-mix asphalt pavement.
 - 2. Use emulsified-asphalt slurry to seal cracks and joints less than 1/4-inch wide. Fill flush with surface of existing pavement and remove excess.
 - 3. Use hot-applied joint sealant to seal cracks and joints more than 1/4-inch wide. Fill flush with surface of existing pavement and remove excess.

3.5 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.

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1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.
- B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
- C. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.
 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.6 PLACING BASE COURSE

- A. Place base course as follows:
 1. Compact base courses at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.
 2. Shape base to required crown elevations and cross-slope grades.
 3. When thickness of compacted base course is 6 inches or less, place materials in a single layer.
 4. When thickness of compacted base course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches or less than 3 inches thick when compacted.

3.7 PLACING HOT-MIX ASPHALT

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 1. When thickness of asphalt course is 4 inches or less, place materials in a single layer.
 2. When thickness of asphalt course exceeds 4 inches, place material in equal layers, with no layer more than 4 inches or less than 2 inches thick when compacted.
 3. Spread mix at a minimum temperature of 250 deg F.
 4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
 5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.

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1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Overlap mix placement about 1 to 1-1/2 inches from strip to strip to ensure proper compaction of mix along longitudinal joints.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.8 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
 1. Clean contact surfaces and apply tack coat to joints.
 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."
 5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
 6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.9 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
 1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Use a vibratory roller with dynamic force of 93,000 lbs, or weighing 21,000 lbs. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Repair surfaces by loosening displaced material, filling with hot-mix asphalt, and rerolling to required elevations. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 1. Average Density (Marshall Test Method): 96 percent of reference laboratory density according to ASTM D 6927 or AASHTO T 245, but not less than 94 percent or greater than 100 percent.

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2. Average Density (Rice Test Method): 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.
 - D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
 - E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
 - F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
 - G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
 - H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.
- 3.10 ASPHALT CURBS
- A. Construct hot-mix asphalt curbs over compacted pavement surfaces. Apply a light tack coat unless pavement surface is still tacky and free from dust. Spread mix at a minimum temperature of 250 deg F.
 1. Asphalt Mix: Same as pavement surface-course mix.
 - B. Place hot-mix asphalt to curb cross section indicated or, if not indicated, to local standard shapes, by machine or by hand in wood or metal forms. Tamp hand-placed materials and screed to smooth finish. Remove forms after hot-mix asphalt has cooled.
- 3.11 INSTALLATION TOLERANCES
- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 1. Base Course: Plus or minus 1/2-inch.
 2. Surface Course: Plus 1/4-inch, no minus.
 - B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
 1. Base Course: 1/4-inch.
 2. Surface Course: 1/8-inch.
 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4-inch.

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- C. Asphalt Speed Bumps: Compact and form asphalt to produce the contour indicated and within a tolerance of plus or minus 1/8-inch of height indicated above pavement surface.

3.12 CRACK REPAIR

- A. Remove vegetation and treat with herbicide acceptable to District.
- B. Rout cracks in accordance with SHRP H348 and H349.
- C. Fill cracks with hot-applied joint sealant. Apply with a wand from a double jacketed melter.
 - 1. Over-fill cracks and squeegee level with pavement

3.13 SURFACE TREATMENTS

- A. Seal Coat: Apply first coat at rate of 0.125 to 0.185 gal./sq. yd. After first coat has dried, apply second coat at rate of 0.100 to 0.185 gal./sq. yd.
 - 1. Seal coating new pavements should be delayed 30 days after installation or as recommended by manufacturer.
 - 2. Preparation: All area shall be power-swept, vacuumed and cleared of loose material.
 - 3. Standing water shall be spread out and allowed to dry. Do not apply seal coat to wet or damp surfaces.
 - 4. Oil spots shall be manually scraped and cleaned with a mild detergent. Apply primer over highly saturated petroleum areas.
 - 5. Cover and protect items within paved area that are not to be coated, such as valve boxes, manholes and concrete.

3.14 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections and to prepare test reports.
- B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- D. Asphalt Speed Bumps: Finished height of traffic-calming devices above pavement will be measured for compliance with tolerances.
- E. Replace and compact hot-mix asphalt where core tests were taken.

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- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.15 WASTE HANDLING

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow milled materials to accumulate on-site.

END OF SECTION 32 12 16

SECTION 32 13 13
CONCRETE PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes Concrete Paving including the following:
 - 1. Parking lots.
 - 2. Curbs and gutters.
 - 3. Walks.
- B. Related Requirements:
 - 1. Section 03 30 00 "Cast-in-Place Concrete" for general building applications of concrete.
 - 2. Section 32 13 73 "Concrete Paving Joint Sealants" for joint sealants in expansion and contraction joints within concrete paving and in joints between concrete paving and asphalt paving or adjacent construction.
 - 3. Section 32 17 23 "Pavement Markings."
 - 4. Section 32 17 26 "Tactile Warning Surfacing" for detectable warning mats.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash, slag cement, and other pozzolans.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.4 PRE-INSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to concrete paving, including:
 - a. Concrete mixture design.
 - b. Quality control of concrete materials and concrete paving construction practices.
 - 2. Require representatives of each entity directly concerned with concrete paving to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixtures.
 - c. Ready-mix concrete manufacturer.
 - d. Concrete paving Subcontractor.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Initial Selection: For each type of product, ingredient, or admixture requiring color selection.
- C. Samples for Verification: For each type of product or exposed finish, prepared as Samples of size indicated below:
 - 1. Colored Concrete: 3" x 3" samples. Provide two samples of each color.
- D. Design Mixes: For each concrete paving mix. Include alternate design mixes when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
 - 1. Mix designs are subject to approval of the testing laboratory of record for compliance with requirements.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Material Certificates: For the following, from manufacturer:
 - 1. Cementitious materials.
 - 2. Steel reinforcement and reinforcement accessories.
 - 3. Fiber reinforcement.
 - 4. Admixtures.
 - 5. Curing compounds.
 - 6. Applied finish materials.

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7. Bonding agent or epoxy adhesive.
8. Joint fillers.

1.7 QUALITY ASSURANCE

- A. Codes and Standards: Comply with local governing regulations if more stringent than herein specified.
- B. Comply with applicable provisions of the following, except as otherwise indicated:
 1. Applicable portions of the CBC.
 2. The U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities.
 3. Conform to applicable City codes for paving work on public property.
- C. Continuous surfaces, including walks and sidewalks, shall have a continuous common surface, not interrupted by abrupt changes in level exceeding 1/2-inch
- D. All concrete paving with a slope less than 5 percent shall have a medium broom finish, and all concrete paving with a slope equal to or greater than 5 percent shall have a slip resistant heavy broom finish.
- E. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.
- F. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by the requirements of the Contract Documents.
- G. Concrete Testing Service: Engage a qualified independent testing agency to design concrete mixes.
 1. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
 2. Qualification requirements are in addition to those specified in Section 01 40 02 "Quality Requirements / Contractor Laboratory."
- H. Mockups: Cast mockups of full-size sections of concrete pavement to demonstrate typical joints, surface finish, texture, color, and standard of workmanship.
 1. Build mockup panels not less than 3'x3' for each different integrally colored concrete paving and finish. Locate on site as directed by the Construction Manager.
 2. Notify Construction Manager seven days in advance of dates and times when mockups will be constructed.
 3. Obtain Construction Manager's approval of mockups before starting construction.
 4. Maintain approved mockups during construction in an undisturbed condition as a standard for judging the completed pavement.
 5. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless District Construction Manager specifically approves such deviations in writing.

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6. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
7. Demolish and remove non-approved mockups from the site.

1.8 FIELD CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.
- B. Hot-Weather Concrete Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
 1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with ACI 301 unless otherwise indicated.

2.2 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
 1. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.3 STEEL REINFORCEMENT

- A. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, fabricated from as-drawn steel wire into flat sheets.
- B. Epoxy-Coated Welded-Wire Reinforcement: ASTM A 884/A 884M, Class A, plain steel.
- C. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.

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- D. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M or ASTM A 934/A 934M; with ASTM A 615/A 615M, Grade 60 deformed bars.
- E. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60 deformed bars; assembled with clips.
- F. Plain-Steel Wire: ASTM A 1064/A 1064M, as drawn.
- G. Deformed-Steel Wire: ASTM A 1064/A 1064M.
- H. Epoxy-Coated-Steel Wire: ASTM A 884/A 884M, Class A; coated, plain.
- I. Epoxy-Coated, Joint Dowel Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60 plain-steel bars.
- J. Tie Bars: ASTM A 615/A 615M, Grade 60; deformed.
- K. Hook Bolts: ASTM A 307, Grade A, internally and externally threaded. Design hook-bolt joint assembly to hold coupling against paving form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.
- L. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded-wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, precast concrete, or fiber-reinforced concrete of greater compressive strength than concrete specified, and as follows:
 - 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
 - 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.
- M. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating, compatible with epoxy coating on reinforcement.
- N. Zinc Repair Material: ASTM A 780/A 780M.

2.4 CONCRETE MATERIALS

- A. Cementitious Materials: Use the following cementitious materials, of same type, brand, and source throughout Project:
 - 1. Portland Cement: ASTM C 150/C 150M, gray Portland cement Type II, low alkali.
 - 2. Fly Ash: ASTM C 618, Class N or Class F.
- B. Aggregate: ASTM C 33/C 33M, uniformly graded, from a single source.
 - 1. Fine Aggregate: Minimum sand equivalent (ASTM D 2419) is 80.
 - 2. Coarse Aggregate: Minimum cleanness value (CalTrans Test cv 227) is 80.

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- C. Exposed Aggregate: Selected, hard, and durable; washed; free of materials with deleterious reactivity to cement or that cause staining; from a single source, with gap-graded coarse aggregate as follows:
 - 1. Aggregate Sizes: 3/8- to 5/8-inch nominal.
 - 2. Aggregate Source, Shape, and Color: Shall be Stadium Conglomerate from Santee Batch plants.
- D. Water: Potable and complying with ASTM C 94/C 94M.

2.5 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260/C 260M.
- B. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
- C. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
- D. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
- E. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
- F. Water-Reducing and Accelerating Admixture: ASTM C 494/C 494M, Type E.
- G. Color Pigment: ASTM C 979/C 979M, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, nonfading, and resistant to lime and other alkalis.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Davis Colors.
 - b. Scofield, L. M. Company.
 - c. SureCrete Design Products.
 - d. Or Equal.
 - 2. Color: As selected by Architect from manufacturer's full range.

2.6 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.

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- D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. ChemMasters, Inc.
 - b. Euclid Chemical Company (The); an RPM company.
 - c. L&M Construction Chemicals, Inc.
 - d. Or Equal.

- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. ChemMasters, Inc.
 - b. Dayton Superior.
 - c. L&M Construction Chemicals, Inc.
 - d. Or Equal.

2.7 RELATED MATERIALS

- A. Joint Fillers: ASTM D 1751, asphalt-saturated cellulosic fiber in preformed strips.

- B. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery aggregate containing not less than 50 percent aluminum oxide and not less than 25 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.

- C. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

- D. Epoxy-Bonding Adhesive: ASTM C 881/C 881M, two-component epoxy resin capable of humid curing and bonding to damp surfaces; of class suitable for application temperature, of grade complying with requirements, and of the following types:
 - 1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

- E. Chemical Surface Retarder: Water-soluble, liquid, set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of 1/8- to 1/4-inch.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. ChemMasters, Inc.
 - b. Scofield, L. M. Company.

- c. Sika Corporation.
- d. Or Equal.

2.8 CONCRETE MIXES

- A. Prepare design mixtures, proportioned according to ACI 211.1 and ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience. Mix designs are subject to approval of the District's testing laboratory.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method. Do not use District's field quality control testing agency for this purpose.
 - 2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that comply with or exceed requirements.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than Portland cement in concrete as follows:
 - 1. Fly Ash or Pozzolan: 15 percent.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content of 2.0 to 4.0 percent.
- D. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
- F. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved sample.
- G. Concrete Mixtures: Normal-weight concrete.
 - 1. Compressive Strength (28 Days): 3000 psi.
 - 2. Minimum cementitious content: 564 lbs Portland cement per Cu. Yd.
 - 3. Maximum W/C Ratio at Point of Placement: 0.50.
 - 4. Slump Limit: 4 inches.
 - a. Slump Limit for Concrete Containing High-Range Water-Reducing Admixture: Not more than 8 inches after adding admixture to plant- or site-verified 2- to 3-inch slump.

2.9 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M. Furnish batch certificates for each batch discharged and used in the Work.

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1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
 1. For concrete batches of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
 2. For concrete batches larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd.
 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.

3.2 PREPARATION

- A. Proof-roll prepared subbase surface to check for unstable areas and verify need for additional compaction.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

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- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded-wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- E. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M.
- F. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap of adjacent mats.

3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
 - 1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
 - 1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
 - 2. Provide tie bars at sides of paving strips where indicated.
 - 3. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
 - 1. Locate expansion joints at maximum intervals of 50 feet unless otherwise indicated.
 - 2. Extend joint fillers full width and depth of joint.
 - 3. Terminate joint filler not less than 1/2-inch or more than 1-inch below finished surface if joint sealant is indicated.

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4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Control Joints: Form weakened-plane control joints, sectioning concrete into areas as indicated. Construct control joints for a depth equal to at least one-fourth of the concrete thickness, as follows:
1. Grooved Joints: Form control joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch radius. Repeat grooving of control joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces.
- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with requirements and with recommendations of ACI 301 for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation.

Consolidate with care to prevent dislocating reinforcement, dowels and joint devices.

- H. Screed paving surface with a straightedge and strike off.
- I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- J. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing. If results are not approved, remove and replace with formed concrete.

3.7 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 - 1. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface, perpendicular to line of traffic, to provide a uniform, fine-line texture.
 - 2. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16- to 1/8-inch deep with a stiff-bristled broom, perpendicular to line of traffic.

3.8 SPECIAL FINISHES

- A. Monolithic Exposed-Aggregate Finish: Expose coarse aggregate in paving surface as follows:
 - 1. Immediately after float finishing, spray-apply chemical surface retarder to paving according to manufacturer's written instructions.
 - 2. Cover paving surface with plastic sheeting, sealing laps with tape, and remove when ready to continue finishing operations.
 - 3. Without dislodging aggregate, remove mortar concealing the aggregate by lightly brushing surface with a stiff, nylon-bristle broom. Do not expose more than one-third of the average diameter of the aggregate and not more than one-half of the diameter of the smallest aggregate.
 - 4. Fine-spray surface with water and brush. Repeat cycle of water flushing and brushing until cement film is removed from aggregate surfaces to depth required.

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- B. Seeded Exposed-Aggregate Finish: Immediately after initial floating, spread a single layer of aggregate uniformly on paving surface. Tamp aggregate into plastic concrete and float finish to entirely embed aggregate with mortar cover of 1/16 inch.
1. Spray-apply chemical surface retarder to paving according to manufacturer's written instructions.
 2. Cover paving surface with plastic sheeting, sealing laps with tape, and remove sheeting when ready to continue finishing operations.
 3. Without dislodging aggregate, remove mortar concealing the aggregate by lightly brushing surface with a stiff, nylon-bristle broom. Do not expose more than one-third of the average diameter of the aggregate and not more than one-half of the diameter of the smallest aggregate.
 4. Fine-spray surface with water and brush. Repeat cycle of water flushing and brushing until cement film is removed from aggregate surfaces to depth required.
- C. Slip-Resistive Aggregate Finish: Before final floating, spread slip-resistive aggregate finish on paving surface according to manufacturer's written instructions and as follows:
1. Uniformly spread 25 lb/100 sq. ft. of dampened, slip-resistive aggregate over paving surface in two applications. Tamp aggregate flush with surface using a steel trowel, but do not force below surface.
 2. Uniformly distribute approximately two-thirds of slip-resistive aggregate over paving surface with mechanical spreader, allow to absorb moisture, and embed by power floating. Follow power floating with a second slip-resistive aggregate application, uniformly distributing remainder of material at right angles to first application to ensure uniform coverage, and embed by power floating.
 3. Cure concrete with curing compound recommended by slip-resistive aggregate manufacturer. Apply curing compound immediately after final finishing.
 4. After curing, lightly work surface with a steel-wire brush or abrasive stone and water to expose nonslip aggregate.

3.9 DETECTABLE WARNING INSTALLATION

- A. Blockouts: Form blockouts in concrete for installation of detectable paving units specified in Section 32 17 26 "Tactile Warning Surfacing."
1. Tolerance for Opening Size: Plus 1/4-inch, no minus.
- B. Cast-in-Place Detectable Warning Tiles: Form blockouts in concrete for installation of tiles specified in Section 32 17 26 "Tactile Warning Surfacing." Screed surface of concrete where tiles are to be installed to elevation, so that edges of installed tiles will be flush with surrounding concrete paving. Embed tiles in fresh concrete to comply with Section 32 17 26 "Tactile Warning Surfacing" immediately after screeding concrete surface.

3.10 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive hot temperatures.

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- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound where allowed, or a combination of these, as follows:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period, using cover material and waterproof tape.
 - 3. Curing Compound (Allowed only where other materials will not be applied over concrete): Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

3.11 PAVING TOLERANCES

- A. Comply with tolerances in ACI 117 and as follows:
 - 1. Elevation: 1/4-inch.
 - 2. Thickness: Plus 3/8-inch, minus 1/4-inch.
 - 3. Surface: Gap below 10 feet-long; unlevelled straightedge not to exceed 1/4-inch.
 - 4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2-inch per 12 inches of tie bar.
 - 5. Lateral Alignment and Spacing of Dowels: 1-inch.
 - 6. Vertical Alignment of Dowels: 1/4-inch.
 - 7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4-inch per 12 inches of dowel.
 - 8. Joint Spacing: 3 inches.
 - 9. Contraction Joint Depth: Plus 1/4-inch, no minus.
 - 10. Joint Width: Plus 1/8-inch, no minus.

3.12 FIELD QUALITY CONTROL

- A. Testing Agency: The Owner will engage a qualified testing and inspection agency to sample materials, perform tests, and submit test reports during concrete placement. Sampling and testing for quality control may include those specified in this Article.
- B. Testing Services: Testing will be performed according to the following requirements:
 - 1. Sampling Fresh Concrete: Representative samples of fresh concrete will be obtained according to ASTM C 172, except modified for slump to comply with ASTM C 94.
 - 2. Slump: ASTM C 143; one test at point of placement for each compressive-strength test, but not less than one test for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.
 - 3. Air Content: ASTM C 231, pressure method; one test for each compressive-strength test, but not less than one test for each day's pour of each type of air-entrained concrete.
 - 4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each set of compressive-strength specimens.
 - 5. Compression Test Specimens: ASTM C 31/C 31M; one set of three standard cylinders for each compressive-strength test, unless otherwise indicated. Cylinders will be molded and stored for laboratory-cured test specimens.
 - 6. Compressive-Strength Tests: ASTM C 39; one set for each day's pour of each concrete class exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. One specimen will be tested at 7 days and two specimens at 28 days.
- C. Test results will be reported in writing to Architect, Project Inspector, Construction Manager, concrete manufacturer, and Contractor within 24 hours of testing. Reports of compressive-strength tests will contain Project identification name and number, date of concrete placement, name of concrete testing agency, concrete type and class, location of concrete batch in pavement, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- D. Additional Tests: Testing and inspecting agency will make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by the Construction Manager.
- E. Concrete paving will be considered defective if it does not pass tests and inspections.
- F. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.13 REPAIR AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Construction Manager.

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- B. Drill test cores where directed by Construction Manager, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with Portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 32 13 13

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SECTION 32 13 73

CONCRETE PAVING JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Expansion and contraction joints within Portland cement concrete pavement.
 - 2. Cold-applied joint sealants.
 - 3. Joint-sealant backer materials.
 - 4. Primers.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of joint sealant and accessory.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials to comply with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.6 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:

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1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range for this characteristic.

2.2 COLD-APPLIED JOINT SEALANTS

- A. Single-Component, Nonsag, Low-Modulus, Neutral-Curing, Silicone Joint Sealant for Concrete: ASTM D 5893/D 5893M, Type NS.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Roadsaver Silicone-SL; Crafcoc Inc.
 - b. 888; Dow Corning Corporation.
 - c. Pecora Corporation.
 - d. Or Equal.

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- B. Multicomponent, Pourable, Urethane, Chemically Curing Elastomeric Formulation Jet-Fuel-Resistant Joint Sealant for Concrete: ASTM C 920; Type M; Grade P; Class 12-1/2; for Uses T, M, and, as applicable to joint substrates indicated, O.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Vulkem 202; Mameco International.
 - b. Urexpan NR-300; Pecora Corporation.
 - c. Sealtight Gardox; W. R. Meadows, Inc.
 - d. Or Equal.

2.3 JOINT-SEALANT BACKER MATERIALS

- A. Joint-Sealant Backer Materials: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by joint-sealant manufacturer, based on field experience and laboratory testing.
- B. Round Backer Rods for Cold-Applied Joint Sealants: ASTM D 5249, Type 3, of diameter and density required to control joint-sealant depth and prevent bottom-side adhesion of sealant.
- C. Backer Strips for Cold-Applied Joint Sealants: ASTM D 5249; Type 2; of thickness and width required to control joint-sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.

2.4 PRIMERS

- A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from pre-installation joint-sealant-substrate tests and field tests.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
- B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer, based on pre-installation joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

3.3 INSTALLATION OF JOINT SEALANTS

- A. Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.
- B. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions.
- C. Install joint-sealant backings to support joint sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 1. Do not leave gaps between ends of joint-sealant backings.
 2. Do not stretch, twist, puncture, or tear joint-sealant backings.
 3. Remove absorbent joint-sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install joint sealants immediately following backing installation, using proven techniques that comply with the following:
 1. Place joint sealants so they fully contact joint substrates.
 2. Completely fill recesses in each joint configuration.
 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

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- E. Tooling of Nonsag Joint Sealants: Immediately after joint-sealant application and before skinning or curing begins, tool sealants according to the following requirements to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint:
 - 1. Remove excess joint sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- F. Provide joint configuration to comply with joint-sealant manufacturer's written instructions unless otherwise indicated.

3.4 CLEANING AND PROTECTION

- A. Clean off excess joint sealant as the Work progresses, by methods and with cleaning materials approved in writing by joint-sealant manufacturers.
- B. Protect joint sealants, during and after curing period, from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations in repaired areas are indistinguishable from the original work.

END OF SECTION 32 13 73

SECTION 32 17 23
PAVEMENT MARKINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes painted markings applied to asphalt and concrete pavement.

1.3 PRE-INSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to marking pavement including, but not limited to, the following:
 - a. Pavement aging period before application of pavement markings.
 - b. Review requirements for protecting pavement markings, including restriction of traffic during installation period.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include technical data and tested physical and performance properties.

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of CBC Title 24 for pavement-marking work.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.

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- B. Store pavement-marking materials in a clean, dry, protected location within temperature range required by the manufacturer. Protect stored materials from direct sunlight.

1.7 FIELD CONDITIONS

- A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for alkyd materials 55 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Dunn-Edwards Corporation.
 - 2. Frazee Paint; Comex Group.
 - 3. Sherwin-Williams Company (The).
 - 4. Or Equal.

2.2 PAVEMENT-MARKING PAINT

- A. Pavement-Marking Paint: Alkyd traffic-marking paint.
 - 1. Color: As indicated.
- B. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952E, Type II, with drying time of less than three minutes.
 - 1. Color: As indicated.
- C. Pavement-Marking Paint: Latex traffic-marking paint.
 - 1. Color: As indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that pavement is dry and in suitable condition to begin pavement marking according to manufacturer's written instructions.

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- B. Proceed with pavement marking only after unsatisfactory conditions have been corrected.

3.2 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with the District Project Manager and District Construction Manager.
- B. Allow paving to age for a minimum of 30 days before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.
 - 1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to pavement. Mask an extended area beyond edges of each stencil to prevent paint application beyond the stencil. Apply paint so that it cannot run beneath the stencil.

3.3 PROTECTING AND CLEANING

- A. Protect pavement markings from damage and wear during remainder of construction period.
- B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 32 17 23

SECTION 32 17 26

TACTILE WARNING SURFACING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Cast-in-place detectable warning tiles.
 - 2. Detectable warning unit pavers.
- B. Related Requirements:
 - 1. Section 32 13 13 "Concrete Paving" for concrete walkways serving as substrates for tactile warning tiles or pavers.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Verification: For each type of tactile warning surface, in manufacturer's standard sizes unless otherwise indicated, showing edge condition, truncated-dome pattern, texture, color, and cross section; with fasteners and anchors.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For tactile warning surfacing, to include in maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Surface-applied detectable warning tiles or mats are not permitted.
- B. Tactile Warning Surfacing shall have a coefficient of friction of 0.6 minimum when tested in accordance with ASTM C 1028.

1.6 PROJECT CONDITIONS

- A. Weather Limitations for Mortar and Grout:
 - 1. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602. Provide artificial shade and windbreaks, and use cooled materials as required. Do not apply mortar to substrates with temperatures of 100 deg F and higher.
 - a. When ambient temperature exceeds 100 deg F, or when wind velocity exceeds 8 mph and ambient temperature exceeds 90 deg F, set unit pavers within 1 minute of spreading setting-bed mortar.

1.7 WARRANTY

- A. Manufacturer's certification that indicates compliance with the architectural access standards as published in the current edition of the CBC.
- B. Special Warranty: Manufacturer agrees to repair or replace components of tactile warning surfaces that fail in materials or workmanship within specified warranty period.
 - 1. Failures include:
 - a. Deterioration of finishes beyond normal weathering and wear.
 - b. Deterioration of durability criteria as listed below.
 - c. Separation or delamination of materials and components.
 - 2. Warranty Period: Provide a minimum five year warranty from date of Substantial Completion of durability criteria, including shape, color fastness, confirmation, sound-on-cane acoustic quality, resilience and attachment, per DSA Bulletin 10/31/02 revised 4/9/08.

PART 2 - PRODUCTS

2.1 TACTILE WARNING SURFACING, GENERAL

- A. Accessibility Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities, and the CBC for tactile warning surfaces.
 - 1. For tactile warning surfaces composed of multiple units, provide units that when installed provide consistent side-to-side and end-to-end dome spacing that complies with requirements.
- B. Source Limitations: Obtain each type of tactile warning surfacing, joint material, setting material, anchor, and fasteners from single source with resources to provide materials and products of consistent quality in appearance and physical properties.

2.2 DETECTABLE WARNING TILES

- A. Cast-in-Place Detectable Warning Tiles: Accessible truncated-dome detectable warning tiles with replaceable surface configured for setting flush in new concrete walkway surfaces, with slip-resistant surface treatment on domes and field of tile.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Armorcast Products Company.
 - b. Detectable Warning Systems, Inc.
 - c. StrongGo Industries, LLC.
 - d. Or Equal.
 2. Material: Cast-fiber-reinforced polymer concrete tile.
 3. Color: Safety yellow.
 - a. Color No. 33538 per Federal Standard 595C.
 - b. Color must be integral throughout the tile and not surface applied.
 4. Sizes:
 - a. Rectangular panel, 36-by-width shown on plans.
 5. Dome Spacing and Configuration:
 - a. 2.35-inch center-to-center spacing in all directions and across adjacent tiles.
 - b. Round truncated dome configuration, 0.9" (22 mm) diameter at base and 0.45" (11 mm) diameter at top.
 - c. Truncated dome height: 0.2" (5 mm).
 - d. Layout: Square layout within the tile and square to the direction of travel.
 6. Mounting:
 - a. Permanently embedded detectable warning tile wet-set into freshly poured concrete.
 - b. Detectable warning tile set into formed recess in concrete and adhered with mortar.
 - c. Replaceable detectable warning tile wet-set into freshly poured concrete and surface-fastened to permanently embedded anchors.

2.3 DETECTABLE WARNING UNIT PAVERS

- A. Detectable Warning Concrete Unit Pavers: Solid paving units, made from normal-weight concrete with a compressive strength of not less than 5000 psi, water absorption of not more than 5 percent according to ASTM C 140, and no breakage and not more than 1 percent mass loss when tested for freeze-thaw resistance according to ASTM C 67, with accessible detectable warning truncated domes on exposed surface of units.

TECHNICAL SPECIFICATIONS

CITY OF CARSON JAMES ANDERSON PARK – LIMITED ACCESSIBILITY UPGRADES

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Hanover Architectural Products.
 - b. Stepstone, Inc.
 - c. Tile-Tech Pavers.
 - d. Or Equal.
2. Sizes:
 - a. Thickness: 2 inches at field of tile.
 - b. Face Size: Nominal 12-by-12 inches.
3. Dome Spacing and Configuration:
 - a. 2.35-inch center-to-center spacing in all directions and across adjacent tiles.
 - b. Round truncated dome configuration, 0.9" (22 mm) diameter at base and 0.45" (11 mm) diameter at top.
 - c. Truncated dome height: 0.2" (5 mm).
 - d. Layout: Square layout within the tile and square to the direction of travel.
4. Color: Safety Yellow:
 - a. Color No. 33538 per Federal Standard 595B.
 - b. Color must be integral throughout the paver and not surface applied.

B. Setting Bed: Comply with requirements in Section 32 14 00 "Unit Paving."

C. Mortar Setting Bed:

1. Portland Cement: ASTM C 150/C 150M, Type I or Type II.
2. Sand: ASTM C 33/C 33M.
3. Latex Additive: Manufacturer's standard water emulsion, serving as replacement for part or all of gaging water, of type specifically recommended by latex-additive manufacturer for use with field-mixed Portland cement and aggregate mortar bed, and not containing a retarder.
4. Thinset Mortar: Latex-modified Portland cement mortar complying with ANSI A118.4.
5. Water: Potable.

2.4 ACCESSORIES

A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of tactile warning surfaces, noncorrosive and compatible with each material joined, and complying with the following:

1. Furnish Type 304 stainless-steel fasteners for exterior use.
2. Fastener Heads: For nonstructural connections, use only flush, oval countersunk screws and bolts with tamper-resistant heads, colored to match tile.

TECHNICAL SPECIFICATIONS

CITY OF CARSON JAMES ANDERSON PARK – LIMITED ACCESSIBILITY UPGRADES

- B. Adhesive: As recommended by manufacturer for adhering tactile warning surfacing unit to pavement.
- C. Sealant: As recommended by manufacturer for sealing perimeter of tactile warning surfacing unit.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that pavement is in suitable condition to begin installation according to manufacturer's written instructions. Verify that installation of tactile warning surfacing will comply with accessibility requirements upon completion.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF TACTILE WARNING SURFACING

- A. General: Prepare substrate and install tactile warning surfacing according to manufacturer's written instructions unless otherwise indicated.
- B. Place tactile warning surfacing units in dimensions and orientation indicated.
- C. Provide expansion joints around perimeter of precast concrete tiles and at 8' on center maximum in both directions.
- D. Installation must comply with the architectural access standards as published in the current edition of the CBC.

3.3 INSTALLATION OF DETECTABLE WARNING TILES

- A. Cast-in-Place Detectable Warning Tiles:
 - 1. Concrete Paving Installation: Comply with installation requirements in Section 32 13 13 "Concrete Paving." Mix, place, and finish concrete to conditions complying with detectable warning tile manufacturer's written requirements for satisfactory embedment of tile.
 - 2. Set each detectable warning tile accurately and firmly in place and completely seat tile back and embedments in wet concrete by tamping or vibrating. If necessary, temporarily apply weight to tiles to ensure full contact with concrete.
 - 3. Set surface of tile flush with surrounding concrete and adjacent tiles, with variations between tiles and between concrete and tiles not exceeding plus or minus 1/8-inch from flush.
 - 4. Protect exposed surfaces of installed tiles from contact with wet concrete. Complete finishing of concrete paving surrounding tiles. Remove concrete from tile surfaces.
 - 5. Clean tiles using methods recommended in writing by manufacturer.

B. Removable Cast-in-Place Detectable Warning Tiles:

1. Concrete Paving Installation: Comply with installation requirements in Section 32 13 13 "Concrete Paving." Mix, place, and finish concrete to conditions complying with detectable warning tile manufacturer's written requirements for satisfactory embedment of removable tile.
2. Set each detectable warning tile accurately and firmly in place with embedding anchors and fasteners attached, and firmly seat tile back in wet concrete by tamping or vibrating. If necessary, temporarily apply weight to tiles to ensure full contact with concrete.
3. Set surface of tile flush with surrounding concrete and adjacent tiles, with variations between tiles and between concrete and tiles not exceeding plus or minus 1/8-inch from flush.
4. Protect exposed surfaces of installed tiles from contact with wet concrete. Complete finishing of concrete paving surrounding tiles. Remove concrete from tile surfaces.
5. Clean tiles using methods recommended in writing by manufacturer.

3.4 INSTALLATION OF DETECTABLE WARNING UNIT PAVERS**A. Unit Paver Installation, General:**

1. Setting-Bed and Unit Paver Installation: Comply with installation requirements in Section 32 14 00 "Unit Paving."
2. Use full units without cutting.
3. Tolerances: Do not exceed indicated slope in direction of travel, or 2% cross-slope for finished surface of paving.

B. Mortar Setting-Bed Applications:

1. Saturate concrete subbase with clean water several hours before placing setting bed. Remove surface water about one hour before placing setting bed.
2. Apply mortar-bed bond coat over surface of concrete subbase about 15 minutes before placing mortar bed. Limit area of bond coat to avoid its drying out before placing setting bed. Do not exceed 1/16-inch thickness for bond coat.
3. Apply mortar bed over bond coat; spread and screed mortar bed to uniform thickness at subgrade elevations required for accurate setting of pavers to finished grades indicated.
4. Mix and place only that amount of mortar bed that can be covered with pavers before initial set. Before placing pavers, cut back, bevel edge, and remove and discard setting-bed material that has reached initial set.
5. Place pavers before initial set of cement occurs. Immediately before placing pavers on mortar bed, apply uniform 1/16-inch-thick bond coat to mortar bed or to back of each paver with a flat trowel.
6. Tamp or beat pavers with a wooden block or rubber mallet to obtain full contact with setting bed and to bring finished surfaces within indicated tolerances. Set each paver in a single operation before initial set of mortar; do not return to areas already set or disturb pavers for purposes of realigning finished surfaces or adjusting joints.

TECHNICAL SPECIFICATIONS

CITY OF CARSON JAMES ANDERSON PARK – LIMITED ACCESSIBILITY UPGRADES

7. Spaced Joint Widths: Provide 3/8-inch nominal joint width with variations not exceeding plus or minus 1/16-inch.
8. Grouted Joints: Grout paver joints complying with ANSI A108.10. Grout joints as soon as possible after initial set of setting bed.
 - a. Force grout into joints, taking care not to smear grout on adjoining surfaces.
 - b. Tool exposed joints slightly concave when thumbprint hard.
 - c. Cure grout by maintaining in a damp condition for seven days unless otherwise recommended by grout or liquid-latex manufacturer.
 - d. Grout color must match adjacent tactile warning surfacing color. Safety yellow, Color No. 33538 per Federal Standard 595B.
9. Remove excess grout from exposed paver surfaces; wash and scrub clean.
10. Protect installation from traffic until grout has set.

3.5 CLEANING AND PROTECTION

- A. Remove and replace tactile warning surfacing that is broken or damaged or does not comply with requirements in this Section. Remove in complete sections from joint to joint. Replace using tactile warning surfacing installation methods acceptable to District Construction Manager.
- B. Protect tactile warning surfacing from damage and maintain free of stains, discoloration, dirt, and other foreign material.

END OF SECTION 32 17 26

**Federally Assisted Project
U.S. Department of Housing and Urban Development**

Exhibit 1	Summary of Contract Provisions for Inclusion in the Notice Inviting Bids
Exhibit 2	Federal Labor Standards Provisions – HUD-4010
Exhibit 3	Federal Equal Employment Opportunity / Affirmative Action Provisions
Exhibit 4	Contracting With Small Business, Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms
Exhibit 5	Compliance with Clean Air and Water Acts
Exhibit 6	Worker's Compensation Certification
Exhibit 7	List of Proposed Subcontractors or Sub-Tier Contractors
Exhibit 8	Certification of Understanding and Authorization
Exhibit 9	Request for Additional Classification and Rate
Exhibit 10	Non-Segregated Facilities Certification
Exhibit 11	Past Performance Certification
Exhibit 12	Notice of Equal Employment Opportunity
Exhibit 13	Minority and Women's Business Enterprise Tiered Compliance Plan
Exhibit 14	Federal Lobbyist Certification
Exhibit 15	Section 3 Bid Document Package
Exhibit 16	Federal Wage Decision

EXHIBIT 1

Summary of Contract Provisions for Inclusion in the Notice Inviting Bids

Prevailing Wage Statement: This contract will be funded in whole or in part with federal housing and community development funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. A copy of the Federal Wage Decision applicable to this project is included in the Bid Document.

This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. The State Wage Decision is on file at the City Clerk's office, and is also available online at <http://www.dir.ca.gov/dlsr/>.

Apprenticeship Program: Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

Minority and Women Owned Business: Bidders will be required to document their status as a Minority Business Enterprise (MBE), a Women-owned Business Enterprise (WBE) or a non-MBE/WBE firm. Bidders that are not MBE/WBE firms will be required to make a good faith effort, and to document their efforts to include firms as part of the contract bid.

Section 3 Statement: This is a HUD Section 3 construction contract. Contractors and subcontractors must address the Section 3 employment work hours benchmarks for Section 3 Workers and Targeted Section 3 Workers as established by the U.S. Department of Housing and Urban Development at 24 CFR Part 75.

Conflict of Interest: In the procurement of supplies, equipment, construction, and services, the conflict of interest provisions in 2 CFR 200.318 shall apply. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

EXHIBIT 2

Federal Labor Standards Provisions

(Next Page)

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT 3

Federal Equal Employment Opportunity / Affirmative Action Provisions

1. **EQUAL OPPORTUNITY CLAUSE.** During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of

the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY** (Executive Order 11246)

- a. The Offeror's or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregated work force in each trade on all construction work in the covered area, are as follows:

Timetables

Location of Work by Standard Metropolitan Statistical Area (SMSA)	Goals for Minority Participation in Each Trade	Goals for Female Participation in Each Trade
0360 Anaheim-Santa Ana-Garden Grove, CA	11.9%	6.9%
4480 Los Angeles-Long Beach, CA	28.3%	6.9%
6000 Oxnard-Simi Valley-Ventura, CA	21.5%	6.9%
6780 Riverside-San Bernardino-Ontario, CA	19.0%	6.9%
7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7%	6.9%
7320 San Diego, CA	16.9%	6.9%
6920 Sacramento, CA	16.1%	6.9%
8520 Tucson, Pima AZ	24.1%	6.9%
6200 Phoenix, Maricopa AZ	15.8%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmation action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41

CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

3. **STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS** (Executive Order 11246).

- a. As used in these specifications:
 - (1) Covered area means the geographical area described in the solicitation from which this contract resulted;
 - (2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - (3) Employer Identification Number (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.
 - (4) Minority includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
 - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the

notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

- c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonable be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.
- g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- (1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- (3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
- (4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3g (2) above.
- (6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on- site supervisory

personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- (8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- (9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, Uniform Guidelines on Employee Selection Procedures.
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- (14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1) through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3g(1) through (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
- i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- j. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).

- n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
 - o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
 - p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.
4. **SPECIFIC EEO REQUIREMENTS.** For a federally assisted construction contract in excess of \$10,000, the contractor/subcontractor shall:
- a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.
 - b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitutional Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of \$10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting date and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
 - c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.
 - d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.

- e. For contracts in excess of \$10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.
 - f. Upon commencement of construction work and until the work is completed, forward the Monthly Employment Utilization Report (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the Contractor's List of Federal and Non-Federal Work in Bid Condition Area to the monthly report.
5. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
7. **THE AGE DISCRIMINATION ACT OF 1975.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
8. **REHABILITATION ACT OF 1973.** No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.

EXHIBIT 4

Minority and Women's Business Enterprise Reporting

Background: The Awarding Agency is a recipient of federal housing and community development assistance through the U.S. Department of Housing and Urban Development (HUD). As part of its commitment in use of these federal funds, the Awarding Agency is required to submit a report to HUD pertaining to the Awarding Agency's Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) contracting and subcontracting activity generated through the expenditure of HUD funds. As a potential awarded contractor for this project, the Awarding Agency requires all bidders to comply with federal regulations at 2 CFR Part 200.321 "Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms" and to make every effort to obtain MBE/WBE participation on this project per the identified instructions below.

Policy/Instructions: In accordance with federal regulations at 2 CFR Part 200.321 cited above, the bidder shall supply information about the utilization of MBE/WBE firms as part of this contracting opportunity through:

- A. Using qualified small and minority businesses and women's business enterprises on solicitation lists.
- B. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- C. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business and women's business enterprises participation.
- D. Where the requirement permits, establishing delivery schedules, which will encourage participation by small and minority businesses and women's business enterprises.
- E. Using the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce.

Where a bidder is not a MBE/WBE firm based on completion of Part 1 of the Minority and Women's Business Enterprise Reporting form on the following page, the bidder shall provide information concerning each subcontract or sub-tier contract to be awarded to MBE/WBE firms (Part 2 of the Minority and Women's Business Enterprise Reporting form). Where no MBE/WBE firms are proposed to participate, the bidder shall provide evidence that at least three (3) of the outreach efforts listed in Part 3 were implemented.

Definitions

MBE/WBE: Minority and women business enterprises are defined as any financial institution, business, service, contracting business which is solely owned and operated by a minority group member or women or that is more than 50% owned by minority group members or women. If the enterprise is publicly owned, the minority/women members or stockholders must have at least 51% interest and possess control over management, capital and earnings.

Minority Group Member:

- Black: A person with origins in any of the black racial groups of Africa.
- Hispanic: A person of Mexican, Puerto Rican, Cuban, Central or South American descent and Spanish culture. Portuguese are excluded from the Hispanic category and are classified according to their race.

- Asian or Pacific Islander: A person having origins in the Far East, Southeast Asia, Indian subcontinent or Pacific Islands.
- American Indian or Alaskan Native: A person with origins in original peoples of North America, and who maintain cultural identifications through tribal affiliation or community recognition.
- Women: Female gender.

EXHIBIT 5

Compliance with Clean Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall *furnish* to the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any non-exempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

EXHIBIT 6

Worker's Compensation Certification

DATE

PROJECT NAME

PROJECT NUMBER

COMPANY NAME

PHONE

COMPANY ADDRESS

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

AUTHORIZED OFFICIAL NAME

AUTHORIZED OFFICIAL TITLE/CAPACITY

AUTHORIZED OFFICIAL SIGNATURE

DATE

EXHIBIT 7

List of Proposed Subcontractors or Sub-Tier Contractors

PROJECT NAME _____

PROJECT NUMBER _____

AWARDING AGENCY _____

COMPANY NAME _____

BID/CONTRACT/SUBCONTRACT DOLLAR AMOUNT _____

PHONE NUMBER _____

COMPANY ADDRESS _____

FAX NUMBER _____

LICENSE NUMBER _____

EMPLOYER IDENTIFICATION NUMBER _____

DUNS NUMBER _____

E-MAIL _____

Contractor must list all subcontracts or sub-tier contracts involving labor at the site of construction, regardless of dollar amount or percentage of bid.

Sub or Sub-tier Contractor's: Name, Address, and Telephone Number	Contractor License Number	Employer Identification Number	DUNS Number	Contract Amount	Estimated Start Date	Estimated Completion Date	Trade(s) to be Used

AUTHORIZED OFFICIAL NAME

AUTHORIZED OFFICIAL TITLE/CAPACITY

AUTHORIZED OFFICIAL SIGNATURE

DATE

EXHIBIT 8

Certification of Understanding and Authorization

PROJECT NAME/NUMBER _____

AWARDING AGENCY _____

COMPANY NAME _____

COMPANY ADDRESS _____

LICENSE NUMBER _____

EMPLOYER IDENTIFICATION NUMBER _____

DUNS NUMBER _____

This is to certify that the principal(s), and the authorized payroll officer listed below, have read the "Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction" and the Federal Labor Standards Provisions (HUD-4010 form) and that both parties understand these requirements.

The following person is designated as the payroll officer for the company and is authorized to sign the Statement of Compliance that will accompany each weekly Certified Payroll Report for the project:

PAYROLL OFFICER: (Individual Responsible for Signing Statements of Compliance)

NAME _____

TITLE _____

SIGNATURE _____

DATE _____

PRINCIPAL OWNER / GENERAL PARTNER: (Listed on CSLB Personnel List)

NAME _____

TITLE _____

SIGNATURE _____

DATE _____

EXHIBIT 9

Request for Additional Classification and Rate

(Next Page)

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE**

HUD FORM 4230A

OMB Approval Number 2501-0011
(Exp. 8/31/2022)

1. FROM (name and address of requesting agency)		2. PROJECT NAME AND NUMBER	
4. BRIEF DESCRIPTION OF PROJECT		3. LOCATION OF PROJECT (City, County and State)	
5. CHARACTER OF CONSTRUCTION Building Residential Heavy Other (specify) Highway		6. WAGE DECISION NO. (include modification number, if any) DATE of WAGE DECISION :	
7. WAGE DECISION EFFECTIVE DATE (LOCK-IN):		COPY ATTACHED	
8. WORK CLASSIFICATION(S)		HOURLY WAGE RATES BASIC WAGE FRINGE BENEFIT(9) (If any)	
9. PRIME CONTRACTOR (name, address)		9a. @ Agree @ Disagree	
9b. SIGNATURE DATE		10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)	

Check All That App

- The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- The proposed classification is utilized in the area by the construction industry.
- The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- Supporting documentation attached, including applicable wage decision.

Check One

- D Approved, meets all criteria. DOL confirmation requested.
- D One or more classifications fall to meet all criteria. DOL decision requested.

<p style="text-align: center;">_____ Agency Representative <i>(Typed name and signature)</i></p>	<p style="text-align: center;">_____ Date</p>	<p>FOR HUD USE ONLY LR2000:</p> <p>Log In:</p> <p>Log out:</p>
<p>_____ Phone Number</p>		

EXHIBIT 10

Non-Segregated Facilities Certification

PROJECT NAME _____

PROJECT NUMBER _____

BID/CONTRACT DOLLAR AMOUNT _____

COMPANY NAME _____

COMPANY ADDRESS _____

LICENSE NUMBER _____

EMPLOYER IDENTIFICATION NUMBER _____

DUNS NUMBER _____

The federally-assisted construction contractor certifies that he/she does not and will not:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, 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, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

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

AUTHORIZED OFFICIAL NAME _____

AUTHORIZED OFFICIAL TITLE/CAPACITY _____

AUTHORIZED OFFICIAL SIGNATURE _____

DATE _____

EXHIBIT 11

Past Performance Certification

PROJECT NAME PROJECT NUMBER NUMBER OF EMPLOYEES

COMPANY NAME

COMPANY ADDRESS

LICENSE NUMBER EMPLOYER IDENTIFICATION NUMBER DUNS NUMBER

The bidder, proposed sub-contractor, hereby certifies that he/she has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she has, has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

AUTHORIZED OFFICIAL NAME AUTHORIZED OFFICIAL TITLE/CAPACITY

AUTHORIZED OFFICIAL SIGNATURE DATE

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt). Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

- (A) All private employers who are:
(1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
(2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.
(B) All federal contractors (private employers), who:
(1) Are not exempt as provided for by 41 CFR 60-1.5
(2) Have 50 or more employees, and
a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
b. Serve as a depository of Government funds in any amount, or
c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

EXHIBIT 12

Notice of Equal Employment Opportunity

TO: _____
NAME OF LABOR UNION, WORKERS REPRESENTATIVE, ETC.

ADDRESS

PROJECT NAME _____ PROJECT NUMBER _____ BID/CONTRACT DOLLAR AMOUNT _____

COMPANY NAME

COMPANY ADDRESS

LICENSE NUMBER _____ EMPLOYER IDENTIFICATION NUMBER _____ DUNS NUMBER _____

The Undersigned currently holds a contract with _____ involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

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

AUTHORIZED OFFICIAL NAME

AUTHORIZED OFFICIAL TITLE/CAPACITY

AUTHORIZED OFFICIAL SIGNATURE

DATE

EXHIBIT 13

Minority and Women's Business Enterprise Reporting

THIS REPORT MUST BE SUBMITTED WITH YOUR BID FOR THIS FEDERALLY-FUNDED CONTRACT OPPORTUNITY

PART 1- BUSINESS INFORMATION FOR CONTRACTOR

DATE _____ PROJECT NAME _____ PROJECT NUMBER _____

FIRM NAME _____ PHONE _____

BUSINESS ADDRESS _____

TYPE OF FIRM:

(Check One and Provide Information)

- Individual Name of Owner _____
- Corporation State of Incorporation: _____
- Partnership Indicate General "G", Limited "L": _____
- Name of Partners: _____
- Joint Venture Joint Venture Participants: _____

Number of year(s) firm has been in business under present ownership: _____

OWNERSHIP DEMOGRAPHICS:

(Provide the number of owners by race or gender category and the percentage of ownership interest of those individuals)

	Black	Hispanic	Alaskan Native/ American Indian	Asian/ Pacific Islander	White	Women
Number						
% of Assets Owned						

OWNERSHIP INFORMATION:

(List each owner of the firm that has 5 percent or more of the shares in the firm)

Name	Race	Sex	Years of Ownership	Ownership Percentage	Voting Percentage

I certify that the information provided herein is true and correct.

Federal EIN: _____

License Number: _____

DUNS Number: _____

SIGNATURE

DATE

IF LESS THAN 50% MINORITY OR WOMEN OWNED, PROCEED TO PART 2

AND PROVIDE INFORMATION ON SUBCONTRACTS OR SUB-TIER CONTRACTING WITH MBE/WBE FIRMS.

PART 2

MBE AND WBE SUBCONTRACTING

DATE _____

PROJECT NAME _____

PROJECT NUMBER _____

FIRM NAME _____

PHONE _____

BID DATE _____

BID/CONTRACT AMOUNT _____

Provide information on each subcontract or sub-tier contract to be awarded to MBE/WBE firms.
Attach a completed copy of Part 1 (previous page) from each MBE/WBE firm listed below.

Subcontractor Firm Name	Scope of Work / Supplies to be Provided	Check One		Dollar amount contract:
		MBE	WBE	

I certify that the information provided herein is true and correct.

Subcontract Type	Dollar Amount	Percentage of Total Bid
MBE:	\$ _____	_____ %
WBE:	\$ _____	_____ %

SIGNATURE _____

DATE _____

**IF BIDDER / CONTRACTOR IS LESS THAN 50% MINORITY OR WOMEN OWNED (Part 1) AND IF MBE AND WBE FIRMS ARE NOT SUBCONTRACTED (Part 2),
PROCEED TO PART 3 AND COMPLETE THE CONTRACTING / GOOD FAITH EFFORT CERTIFICATION**

PART 3

CONTRACTING/GOOD-FAITH EFFORT CERTIFICATION

This certification must be signed and submitted with your bid or proposal when the bidder is not an MBE or WBE (Part 1) or does not subcontract with MBE or WBE firms (Part 2).

Please initial where indicated that you have read and complied with at least three (3) of the Good Faith Efforts listed below. You must attach documentation to demonstrate that at least three (3) good-faith efforts were made to secure MBE/WBE participation in this contracting opportunity. Your good-faith effort will be evaluated in accordance with the criteria listed below.

Good Faith Efforts Implemented (Minimum of 3)	Initial here if true and correct
1. The Bidder/Firm attended a pre-bid meeting hosted by the awarding agency to gain knowledge of the project requirements and goals (if a pre-bid meeting was offered).	_____
2. The Bidder/Firm advertised the availability of subcontracting or supply opportunities for MBE/WBE firms in connection with this project. If so, complete the following: Media where advertised: _____ Media contact information: _____ _____ Date(s) of advertisement: _____ Attach copies of the advertisement(s) to this form and submit with bid. <i>Note: Electronic advertisements are acceptable.</i>	_____
3. The Bidder/Firm provided interested potential MBE/WBE subcontractors with the project plans and specifications. <i>Attach a list of MBE/WBE firms that received project plans and specifications. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.</i>	_____
4. The Bidder/Firm provided potential MBE/WBE subcontractors with technical assistance or advised that technical assistance was available from the bidder to facilitate understanding of the contract requirements and to complete the paperwork necessary to participate in this contract. <i>Attach a list of MBE/WBE firms that your company provided assistance to. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, and a description of the technical assistance provided.</i>	_____
5. The Bidder/Firm made follow-up contacts with potential MBE/WBE firms which expressed an interest in the project. <i>Attach a list of MBE/WBE firms that your company followed-up with. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.</i>	_____

Good Faith Efforts Implemented (Minimum of 3)

**Initial here
if true and
correct**

6. The Bidder/Firm requested assistance from organizations which identify potential MBE/WBE firms.

Attach a list of organizations consulted to include the name of the organization, address, city, state, zip code, contact person, time and dates contracted, method contacted, and results.

7. The Bidder/Firm contacted potential MBE/WBE firms and negotiation was made in good faith.

Attach a list of MBE/WBE firms that your company negotiated with. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, whether MBE or WBE, if plans or specifications were provided to the other party, and the results of your negotiations. Also attach copies of any internal documents that will evidence the same and submit with bid.

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief.

Under the penalty of perjury, I certify that the above information is true and correct.

SIGNATURE

DATE

TITLE

PHONE

EXHIBIT 14

Federal Lobbyist Certification

PROJECT NAME _____

PROJECT NUMBER _____

BID/CONTRACT DOLLAR AMOUNT _____

COMPANY NAME _____

COMPANY ADDRESS _____

LICENSE NUMBER _____

EMPLOYER IDENTIFICATION NUMBER _____

DUNS NUMBER _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the body awarding this federally assisted construction contract:

1. No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
3. The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person whofails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

AUTHORIZED OFFICIAL NAME _____

AUTHORIZED OFFICIAL TITLE/CAPACITY _____

AUTHORIZED OFFICIAL SIGNATURE _____

DATE _____

EXHIBIT 15

Section 3 Bid Package

ITEM

PURPOSE

Section 3 Clause:

This is a Section 3 Covered housing rehabilitation, housing construction or other public construction project. The provisions of 24 CFR Part 75 apply to all contracts and subcontracts.

**Sample Section 3
Pre-Bid Meeting Checklist**

This document is for informational purposes only.

Business Certification:

Used to document the status of a bidder or subcontractor as a Section 3 Business or as a business that is making a written commitment to meet the Section 3 benchmarks.

Sample Qualitative Outreach Efforts:

Sample Qualitative Outreach Efforts for contractors seeking to hire Section 3 Workers and Targeted Section 3 Workers by directing employment and training opportunities toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, may use any combination of outreach efforts to meet the Section 3 commitment made when a Statement of Section 3 Qualifications is submitted.

Statement of Section 3 Qualifications:

The Statement of Section 3 Qualifications Form is used to document the bidder's past performance on Section 3-covered projects and outlines the commitments the bidder makes to meet the Section 3 Worker and Targeted Section 3 Worker labor hour obligations (benchmarks).

Section 3 Worker Certification Forms:

The Section 3 Worker and Targeted Section 3 Worker Certification Forms are used to document each individual claimed as a Section 3 Worker or Targeted Section 3 Worker.

Summary Labor Report:

Contractors and subcontractors are required to submit a Summary Labor Report on July 1st of each year and with their final Certified Payroll Report to document compliance with the Section 3 benchmarks.

Section 3 Clause
Federal Contract Provision
24 CFR Part 75

- a. This is a Section 3 covered project. Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
- b. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- c. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- d. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
- e. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.
- f. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- g. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- h. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section 3 requirements of 24 CFR Part 75.

Sample Section 3 Pre-Bid Meeting Checklist

_____		_____	
Project Name		Project Number	

Date	Time	Location	

This presentation will familiarize you with the federal requirements applicable to this contract because it is funded in whole or in part with federal housing and community development assistance administered by the U.S. Department of Housing and Urban Development (HUD). Please be sure to ask me any questions you may have about these requirements before you leave today's meeting.

SECTION 3 EMPLOYMENT, CONTRACTING, AND TRAINING OPPORTUNITY PROGRAM

- Section 3 of the Housing and Community Development Act of 1968 requires that the local contracting agency implement an employment, contracting and training opportunity program in connection with its HUD-funded housing construction, housing rehabilitation, or other public construction contracts. The goal of Section 3 is to provide employment and training opportunities to individuals that qualify as "Section 3 Residents."
- This is a Section 3 covered project. Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
- The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
- A Section 3 Worker is a worker who currently fits or when hired within the past five years (as documented) fits at least one of the following categories:
 - a. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
 - b. The worker is employed by a Section 3 business concern.
 - c. The worker is a Youth Build participant.
- For Housing and Community Development Financial Assistance – A Targeted Section 3 Worker is:
 - a. A worker employed by a Section 3 business concern; or
 - b. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project, which is defined as an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census; or

(ii) A Youth Build participant.

- A Section 3 Business is a business concern meeting at least one of the following criteria, documented within the last six-month period:
 - a. is at least 51 percent owned and controlled by low- or very low-income persons;
 - b. over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - c. is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- The local contracting agency is required by HUD to implement Section 3 to the greatest extent feasible, which means that the local contracting agency and its subrecipients, contractors and subcontractors must undertake all reasonable measures to meet the established HUD Labor Hour Benchmarks for Section 3 Workers and Targeted Section 3 Workers. The current HUD Section 3 minimum labor hour benchmarks are as follows:

Labor Hour Standard	Ratio Formula	Minimum %
Section 3 Workers	Section 3 Workers ÷ Total Labor Hours	25%
Targeted Section 3 Workers	Targeted Section 3 Workers ÷ Total Labor Hours	5%

Note that the Section 3 Labor Hours Worked reflected above should also include the Total Labor Hours worked for Targeted Section 3 Workers.

- Upon completion of the contract, the successful bidder will be required to provide the Contractor's Section 3 Labor Report Summary, a document summarizing labor hour accomplishments and detailing all efforts made to create contracting, employment and training opportunities for low-income residents in connection with this project. This form is also included in the bid document; however, it is to be submitted on July 1st or with your final Certified Payroll Report, whichever occurs first.

CONTRACTOR ELIGIBILITY

- All contractors' license status will be verified by the local contracting agency with the Contractors State License Board.
- The local contracting agency will verify the debarment status of all contractors through the U.S. General Services Administration's System for Award Management (SAM).
- The local contracting agency will verify that all contractors have appropriate insurance in conformance with contract requirements.

FEDERAL PREVAILING WAGE: APPLICABLE NOT APPLICABLE TO THIS PROJECT

- This is a federally assisted construction contract. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail.
- The Federal Labor Standards Provisions, "HUD-4010 form," included in the Bid Document as a part of the prime contract, details the federal prevailing wage requirements applicable to this contract.
- The applicable Federal wage decision will lock-in 10-calendar days prior to the physical bid opening date.

- The hourly rate to be paid to each worker, as listed in the wage decision, may be higher than wages paid for private work.
- The hourly Fringe Benefit rate listed in the wage decision must be added to and paid as part of the workers hourly rate, or paid into an approved plan, as documented on the "Fringe Benefit Statement" form.
- The wage decision and notices must be posted at the job site in a place that is accessible to all employees.
- The "Public Works Payroll Report" form (WH-347 form or similar format) must be submitted on a weekly-basis.
- A "Statement of Compliance" form (WH-348 form or similar format) must be attached to each payroll report.
- All work classifications used in the "Weekly Certified Payroll Report" (CPR) must be listed in the wage decision.
- Classifications and rates used, but not listed in the wage decision must be approved in advance by HUD.
- "OTHER" deductions must be "Authorized" by the employee. A copy of this documentation must be attached to the first CPR where an "OTHER" deduction appears for an employee.

EQUAL EMPLOYMENT OPPORTUNITY

- Contractor(s) [\$10,000 or more] must implement the requirements outlined in the "EEO Clause" of your contract.
- Notification will be made by the local contracting agency to the DOL Office of Federal Contract Compliance Programs of all contracts and subcontracts of \$10,000 or more.

EXHIBIT 3

Section 3 Business Certification Form

Federal Compliance Form – To be submitted with Bid to be Responsive to Section 3

Project Name, Project Number, Bid/Contract Amount, Business Name, Business Address, Telephone Number, Contractor's License Number, Federal Employer Identification Number, DUNS Number

1. The above-named business is a Section 3 Business Concern based on the following qualifications:

51 percent owned and controlled by low- or very low-income persons

Number of Low- or Very Low-income Owners ÷ Number of Owners = %

(Attach Section 3 Worker and Targeted Section 3 Worker Certifications for all Section 3 owners claimed and a list of all other non-income eligible owners)

Over 75 percent of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers

a. Total Number of Labor Hours for the prior three-month period
b. Number of Labor Hours for the prior three-month period performed by Section 3 Workers
c. b ÷ a = %

(Attach Summary Labor Report Form for the prior three-month period)

At least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

Number of Section 3 Resident Owners ÷ Number of Owners = %

(Attach Section 3 Worker and Targeted Section 3 Worker Certification for all Section 3 owners claimed)

2. The above-named business is not a Section 3 Business Concern, but commits to meeting the Section 3 goal on this project by:

Making a Written Commitment

Our company declares its intention to incorporate Section 3 into our normal hiring practices beginning with all openings effective on or after the date of contract award, with the goal of becoming a Section 3 Business Concern; and comply with the employment and training and contracting prioritization efforts of 24 CFR 75.19. On this project, our company and its subcontractors will collectively meet the following Section 3 minimum labor hour benchmarks:

Table with 3 columns: Labor Hour Standard, Ratio Formula, Minimum %. Rows include Section 3 Workers and Targeted Section 3 Workers.

We have attached the Statement of Section 3 Qualifications, and Business Certifications for all subcontracts claimed; and agree to conduct and document outreach efforts to hire Section 3 Workers and Targeted Section 3 Workers and collect Section 3 Worker and Section 3 Targeted Worker Certifications, and document their labor hours as well as total labor hours throughout the duration of the project.

The undersigned declares that the above information is complete and correct.

Printed Owner/Principal Name, Owner/Principal Signature, Date

Sample Qualitative Outreach Efforts for Contractors Seeking to Hire Section 3 Workers and Targeted Section 3 Workers

A Section 3 responsive bidder who commits to hire Section 3 Workers and Targeted Section 3 Workers by directing employment and training opportunities toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, may use any combination of outreach efforts to meet the Section 3 commitment made when a Statement of Section 3 Qualifications is submitted.

REMEMBER: All employees of a business/firm that work on a Section 3 Project count toward meeting your Section 3 goals—Section 3 New Hires do not have to be construction workers, they just have to work on the Section 3 Project.

The following represent sample measures that can be undertaken to expand your Section 3 Worker and Targeted Section 3 Worker hiring;

- Engage in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- Provide training or apprenticeship opportunities.
- Provide technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Provide or connect Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Hold one or more job fairs.
- Provide or refer Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
- Provide assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assist Section 3 workers in obtaining financial literacy training and/or coaching.
- Engage in outreach efforts to identify and secure bids from Section 3 business concerns.
- Provide technical assistance to help Section 3 business concerns understand and bid on contracts.
- Divide contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promote the use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

Remember to document all of your efforts for retention within your project files and for submission to the local contracting agency.

Statement of Section 3 Qualifications

Contractor name and address		Project number:	Dollar amount of contract:
		Contact person and title:	
		Contact person email address:	
Phone: (include area code)	Contractor's license number and class:	Federal EIN:	Date report submitted:
Date(s) covered:		Do you currently qualify as a Section 3 Business Concern? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Part I: Past Performance under Section 3 Projects

Has your firm previously performed work on Section 3 projects? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please complete the attached spreadsheet detailing your Section 3 accomplishments for the last year
--

Part II: Efforts to Meet Section 3 Worker and Targeted Work Labor Hour Obligations

Please specify the commitments that you have made to meet your Section 3 Worker and Targeted Work Labor Hour Obligations
<input type="checkbox"/> We have a sufficient number of verifiable Section 3 Workers and Targeted Section 3 Workers currently employed, which based on the labor hour projections for this project, will meet or exceed both of the HUD Minimum Labor Hour Thresholds of 25% for Section Workers and 5% for Targeted Section 3 Workers.
<input type="checkbox"/> We have contractual commitments with Section 3 Business Concerns, which when combined with labor hour projections for our staff and those of the Section 3 Business Concerns for this project, will meet or exceed both of the HUD Minimum Labor Hour Thresholds of 25% for Section Workers and 5% for Targeted Section 3 Workers.
<input type="checkbox"/> We will engage in outreach efforts to identify and secure bids from Section 3 Business Concerns, which when combined with labor hour projections for our staff and those of the Section 3 Business Concerns for this project, will meet or exceed both of the HUD Minimum Labor Hour Thresholds of 25% for Section Workers and 5% for Targeted Section 3 Workers.

Statement of Section 3 Qualifications continued on the next page.

We commit to performing the following targeted outreach activities to expand the number of Section 3 Workers and Targeted Section 3 Workers to a level which based on the labor hour projections for this project, will meet or exceed both of the HUD Minimum Labor Hour Thresholds of 25% for Section Workers and 5% for Targeted Section 3 Workers (list all outreach activities to be performed):

We commit to performing the following measures designed to ensure that the labor hours performed by Section 3 Workers and Targeted Section 3 Workers for this project, will meet or exceed both of the HUD Minimum Labor Hour Thresholds of 25% for Section Workers and 5% for Targeted Section 3 Workers (provide a detailed description of the measures to be implemented):

Statement of Section 3 Qualifications continued on the next page.

Part III: Labor Utilization Projections for Section 3 Workers and Targeted Section 3 Workers

Please complete the following information for the project for which this bid proposal is being submitted:

Current Staffing	
Total Number of Personnel that will be working on this Project	
Number of currently employed Section 3 Workers that will be working on this Project	
Number of currently employed Targeted Section 3 Workers that will be working on this Project	

Projected Labor Utilization Includes Current and New Hires, Subcontractors, and Work performed by Section 3 Business Concerns	
a. Total Projected Labor Hours for all Project Personnel	
b. Total Projected Labor Hours for Section 3 Workers	
c. Total Projected Labor Hours for Targeted Section 3 Workers	
Projected Labor Hours by Section 3 Workers as a percentage of Total Labor Hours (b ÷ a)	%
Projected Labor Hours by Targeted Section 3 Workers as a percentage of Total Labor Hours (c ÷ a)	%

Part IV: Efforts performed to generate economic opportunities and assist in meeting Section 3 Labor Hour Requirements

Please indicate which of the following measure have been completed prior to the submission of this bid:	
<input type="checkbox"/>	Trained and/or Employed _____ Section 3 Workers and _____ Targeted Section 3 Workers (attach Section 3 Worker Certifications and Targeted Section 3 Worker Certifications)
<input type="checkbox"/>	Awarded subcontracts to ___ Section 3 Business Concern(s). (attach Section 3 Business Concern Certifications)
<input type="checkbox"/>	Attempted to recruit Section 3 Workers through: <ul style="list-style-type: none"> <input type="checkbox"/> Advertising through local media, television, radio, newspaper (attach copy of advertisement) <input type="checkbox"/> Signs prominently displayed at the project site <input type="checkbox"/> Contacts with Community Organizations (attach correspondence) <input type="checkbox"/> Contacted management to notify residents of job availability and posted or distributed flyers at public housing authority (Attach list)
<input type="checkbox"/>	Participated in a HUD program or other program which promotes the training or employment of low-income individuals (attach supporting documentation)
<input type="checkbox"/>	Participated in a HUD program or other program which promotes the award of contracts to Section 3 Business Concerns
<input type="checkbox"/>	Contacted agencies administering HUD Youth-Build programs. (Attach correspondence documentation)
<input type="checkbox"/>	Maintained a file of eligible qualified low-income Residents and qualified Section 3 Business Concerns for future employment
<input type="checkbox"/>	OTHER: (Describe and attach supporting documentation)

Statement of Section 3 Qualifications continued on the next page.

Section 3 Accomplishments (Please include all Section 3 Projects in which you participated during the last 12 months)				
Project Name	Construction Dates	Funding Entity	Funding Entity Contact Information (Name, Phone and email)	Were All Section 3 Obligations Met for this Project?
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

Title 18, Section 1001 of the U.S. Code provides that it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein and in its respective attachments are true and correct to the best of my knowledge and belief.

Under the penalty of perjury, I certify that the above information is true and correct.

_____ Printed Name

_____ Title

_____ Signature

_____ Date

**SECTION 3 WORKER and TARGETED SECTION 3 WORKER CERTIFICATION
COMMUNITY DEVELOPMENT FINANCIAL ASSISTANCE**

Employee Residing in Los Angeles County

Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

Employee Name

Date Hired (Month/Date/Year)

Employee Address

I hereby certify that I am a Section 3 Worker based on currently meeting, or meeting when hired within the past five years at least one of the following qualification(s) - check all that apply:

1. I am a low-income resident of the metropolitan area and:

For new hires:

<input type="checkbox"/> My current annual income is \$66,250 or less	2021 Income Limit
---	-------------------

For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income):

Year Hired	Applicable Income Limit	Income Standard
2020	<input type="checkbox"/> My annual income for 2019 was \$58,450 or less	2019 Income Limit
2019	<input type="checkbox"/> My annual income for 2018 was \$54,250 or less	2018 Income Limit
2018	<input type="checkbox"/> My annual income for 2017 was \$50,500 or less	2017 Income Limit
2017	<input type="checkbox"/> My annual income for 2016 was \$48,650 or less	2016 Income Limit
2016	<input type="checkbox"/> My annual income for 2015 was \$46,500 or less	2015 income Limit

2. I am a Youth Build participant.
3. I am a Public Housing Resident.
4. I live in Section 8 Assisted Housing.

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

Employee Signature

Date

EMPLOYER CERTIFICATION

Employee Name: _____

Company Name: _____

Our company: is a Section 3 Business Concern, or is not a Section 3 Business Concern

The above-named employee was hired on: _____

The above-named employee's job title is: _____

If the company is not a Section 3 Business Concern and the specified employee does not meet any of the above criteria for designation as a Section 3 Worker, please complete the following:

SECTION 3 WORKER:

- The worker's income from our company is below the income limit when based on a projection of the worker's wage rate annualized on a full-time basis, or
- The worker's income from our company exceeds the income limit when based on a projection of the worker's wage rate annualized on a full-time basis.

TARGETED SECTION 3 WORKER:

- The above specified employee lives within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.)

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Employer Certification:

Printed Name

Title

Signature

Date

FOR OFFICE USE ONLY

To be determined eligible as a Section 3 Worker, the worker must currently fit or when hired within the past five years fit at least one of the following categories, as documented:

- a. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- b. The worker is employed by a Section 3 business concern.
- c. The worker is a Youth Build participant.

To be determined eligible as a Targeted Section 3 Worker, the worker must meet one the following criteria:

- a. Be employed by a Section 3 business concern; or
- b. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project [within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.); or
 - (ii) A Youth Build participant.

Based on the information contained herein, the worker identified in this certification qualifies as:

- a Section 3 Worker
- a Targeted Section 3 Worker
- Does not qualify as either a Section 3 Worker or a Targeted Section 3 Worker

**SECTION 3 WORKER and TARGETED SECTION 3 WORKER CERTIFICATION
COMMUNITY DEVELOPMENT FINANCIAL ASSISTANCE**

Employee Residing in San Bernardino or Riverside County

Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

Employee Name

Date Hired (Month/Date/Year)

Employee Address

I hereby certify that I am a Section 3 Worker based on currently meeting, or meeting when hired within the past five years at least one of the following qualification(s) - check all that apply:

1. I am a low-income resident of the metropolitan area and:

For new hires:

<input type="checkbox"/> My current annual income is \$44,250 or less	2021 Income Limit
---	-------------------

For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income):

Year Hired	Applicable Income Limit	Income Standard
2020	<input type="checkbox"/> My annual income for 2019 was \$40,250 or less	2019 Income Limit
2019	<input type="checkbox"/> My annual income for 2018 was \$37,750 or less	2018 Income Limit
2018	<input type="checkbox"/> My annual income for 2017 was \$36,150 or less	2017 Income Limit
2017	<input type="checkbox"/> My annual income for 2016 was \$35,800 or less	2016 Income Limit
2016	<input type="checkbox"/> My annual income for 2015 was \$34,800 or less	2015 Income Limit

2. I am a Youth Build participant.
3. I am a Public Housing Resident.
4. I live in Section 8 Assisted Housing.

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

Employee Signature

Date

EMPLOYER CERTIFICATION

Employee Name: _____

Company Name: _____

Our company: is a Section 3 Business Concern, or is not a Section 3 Business Concern

The above-named employee was hired on: _____

The above-named employee's job title is: _____

If the company is not a Section 3 Business Concern and the specified employee does not meet any of the above criteria for designation as a Section 3 Worker, please complete the following:

SECTION 3 WORKER:

- The worker's income from our company is below the income limit when based on a projection of the worker's wage rate annualized on a full-time basis, or
- The worker's income from our company exceeds the income limit when based on a projection of the worker's wage rate annualized on a full-time basis.

TARGETED SECTION 3 WORKER:

- The above specified employee lives within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.)

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Employer Certification:

Printed Name Title

Signature Date

FOR OFFICE USE ONLY

To be determined eligible as a Section 3 Worker, the worker must currently fit or when hired within the past five years fit at least one of the following categories, as documented:

- 2. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- 3. The worker is employed by a Section 3 business concern.
- 4. The worker is a Youth Build participant.

To be determined eligible as a Targeted Section 3 Worker, the worker must meet one the following criteria:

- c. Be employed by a Section 3 business concern; or
- d. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project [within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.); or
 - (ii) A Youth Build participant.

Based on the information contained herein, the worker identified in this certification qualifies as:

- a Section 3 Worker
- a Targeted Section 3 Worker
- Does not qualify as either a Section 3 Worker or a Targeted Section 3 Worker

**SECTION 3 WORKER and TARGETED SECTION 3 WORKER CERTIFICATION
COMMUNITY DEVELOPMENT FINANCIAL ASSISTANCE**

Employee Residing in Orange County

Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

Employee Name Date Hired (Month/Date/Year)

Employee Address

I hereby certify that I am a Section 3 Worker based on currently meeting, or meeting when hired within the past five years at least one of the following qualification(s) - check all that apply:

1. I am a low-income resident of the metropolitan area and:

For new hires:

<input type="checkbox"/> My current annual income is \$73,500 or less	2021 Income Limit
---	-------------------

For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income):

Year Hired	Applicable Income Limit	Income Standard
2020	<input type="checkbox"/> My annual income for 2019 was \$66,500 or less	2019 Income Limit
2019	<input type="checkbox"/> My annual income for 2018 was \$61,250 or less	2018 Income Limit
2018	<input type="checkbox"/> My annual income for 2017 was \$58,450 or less	2017 Income Limit
2017	<input type="checkbox"/> My annual income for 2016 was \$54,600 or less	2016 Income Limit
2016	<input type="checkbox"/> My annual income for 2015 was \$52,500 or less	2015 Income Limit

2. I am a Youth Build participant.
3. I am a Public Housing Resident.
4. I live in Section 8 Assisted Housing.

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

Employee Signature Date

EMPLOYER CERTIFICATION

Employee Name: _____

Company Name: _____

Our company: is a Section 3 Business Concern, or is not a Section 3 Business Concern

The above-named employee was hired on: _____

The above-named employee's job title is: _____

If the company is not a Section 3 Business Concern and the specified employee does not meet any of the above criteria for designation as a Section 3 Worker, please complete the following:

SECTION 3 WORKER:

- The worker's income from our company is below the income limit when based on a projection of the worker's wage rate annualized on a full-time basis, or
- The worker's income from our company exceeds the income limit when based on a projection of the worker's wage rate annualized on a full-time basis.

TARGETED SECTION 3 WORKER:

- The above specified employee lives within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.)

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Employer Certification:

Printed Name Title

Signature Date

FOR OFFICE USE ONLY

To be determined eligible as a Section 3 Worker, the worker must currently fit or when hired within the past five years fit at least one of the following categories, as documented:

- d. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- e. The worker is employed by a Section 3 business concern.
- f. The worker is a YouthBuild participant.

To be determined eligible as a Targeted Section 3 Worker, the worker must meet one the following criteria:

- e. Be employed by a Section 3 business concern; or
- f. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project [within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.); or
 - (ii) A YouthBuild participant.

Based on the information contained herein, the worker identified in this certification qualifies as:

- a Section 3 Worker
- a Targeted Section 3 Worker
- Does not qualify as either a Section 3 Worker or a Targeted Section 3 Worker

**SECTION 3 WORKER and TARGETED SECTION 3 WORKER CERTIFICATION
COMMUNITY DEVELOPMENT FINANCIAL ASSISTANCE**

Employee Residing in San Diego County

Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

Employee Name

Date Hired (Month/Date/Year)

Employee Address

I hereby certify that I am a Section 3 Worker based on currently meeting, or meeting when hired within the past five years at least one of the following qualification(s) - check all that apply:

1. I am a low-income resident of the metropolitan area and:

For new hires:

<input type="checkbox"/> My current annual income is \$67,900 or less	2021 Income Limit
---	-------------------

For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income):

Year Hired	Applicable Income Limit	Income Standard
2020	<input type="checkbox"/> My annual income for 2019 was \$59,950 or less	2019 Income Limit
2019	<input type="checkbox"/> My annual income for 2018 was \$54,500 or less	2018 Income Limit
2018	<input type="checkbox"/> My annual income for 2017 was \$50,950 or less	2017 Income Limit
2017	<input type="checkbox"/> My annual income for 2016 was \$47,600 or less	2016 Income Limit
2016	<input type="checkbox"/> My annual income for 2015 was \$45,400 or less	2015 Income Limit

2. I am a Youth Build participant.
3. I am a Public Housing Resident.
4. I live in Section 8 Assisted Housing.

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

Employee Signature

Date

EMPLOYER CERTIFICATION

Employee Name: _____

Company Name: _____

Our company: is a Section 3 Business Concern, or is not a Section 3 Business Concern

The above-named employee was hired on: _____

The above-named employee's job title is: _____

If the company is not a Section 3 Business Concern and the specified employee does not meet any of the above criteria for designation as a Section 3 Worker, please complete the following:

SECTION 3 WORKER:

- The worker's income from our company is below the income limit when based on a projection of the worker's wage rate annualized on a full-time basis, or
- The worker's income from our company exceeds the income limit when based on a projection of the worker's wage rate annualized on a full-time basis.

TARGETED SECTION 3 WORKER:

- The above specified employee lives within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.)

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Employer Certification:

Printed Name

Title

Signature

Date

FOR OFFICE USE ONLY

To be determined eligible as a Section 3 Worker, the worker must currently fit or when hired within the past five years fit at least one of the following categories, as documented:

- 3. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- 4. The worker is employed by a Section 3 business concern.
- 5. The worker is a YouthBuild participant.

To be determined eligible as a Targeted Section 3 Worker, the worker must meet one the following criteria:

- g. Be employed by a Section 3 business concern; or
- h. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project [within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.); or
 - (ii) A YouthBuild participant.

Based on the information contained herein, the worker identified in this certification qualifies as:

- a Section 3 Worker
- a Targeted Section 3 Worker
- Does not qualify as either a Section 3 Worker or a Targeted Section 3 Worker

**SECTION 3 WORKER and TARGETED SECTION 3 WORKER CERTIFICATION
COMMUNITY DEVELOPMENT FINANCIAL ASSISTANCE**

Employee Residing in Ventura County

Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

Employee Name

Date Hired (Month/Date/Year)

Employee Address

I hereby certify that I am a Section 3 Worker based on currently meeting, or meeting when hired within the past five years at least one of the following qualification(s) - check all that apply:

1. I am a low-income resident of the metropolitan area and:

For new hires:

<input type="checkbox"/> My current annual income is \$62,800 or less	2021 Income Limit
---	-------------------

For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income):

Year Hired	Applicable Income Limit	Income Standard
2020	<input type="checkbox"/> My annual income for 2019 was \$58,600 or less	2019 Income Limit
2019	<input type="checkbox"/> My annual income for 2018 was \$56,800 or less	2018 Income Limit
2018	<input type="checkbox"/> My annual income for 2017 was \$55,950 or less	2017 Income Limit
2017	<input type="checkbox"/> My annual income for 2016 was \$52,300 or less	2016 Income Limit
2016	<input type="checkbox"/> My annual income for 2015 was \$50,750 or less	2015 Income Limit

2. I am a Youth Build participant.
3. I am a Public Housing Resident.
4. I live in Section 8 Assisted Housing.

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

Employee Signature

Date

EMPLOYER CERTIFICATION

Employee Name: _____

Company Name: _____

Our company: is a Section 3 Business Concern, or is not a Section 3 Business Concern

The above-named employee was hired on: _____

The above-named employee's job title is: _____

If the company is not a Section 3 Business Concern and the specified employee does not meet any of the above criteria for designation as a Section 3 Worker, please complete the following:

SECTION 3 WORKER:

- The worker's income from our company is below the income limit when based on a projection of the worker's wage rate annualized on a full-time basis, or
- The worker's income from our company exceeds the income limit when based on a projection of the worker's wage rate annualized on a full-time basis.

TARGETED SECTION 3 WORKER:

- The above specified employee lives within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.)

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Employer Certification:

_____	_____
Printed Name	Title
_____	_____
Signature	Date

FOR OFFICE USE ONLY

To be determined eligible as a Section 3 Worker, the worker must currently fit or when hired within the past five years fit at least one of the following categories, as documented:

- g. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- h. The worker is employed by a Section 3 business concern.
- i. The worker is a YouthBuild participant.

To be determined eligible as a Targeted Section 3 Worker, the worker must meet one the following criteria:

- i. Be employed by a Section 3 business concern; or
- j. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project [within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.); or
 - (ii) A YouthBuild participant.

Based on the information contained herein, the worker identified in this certification qualifies as:

- a Section 3 Worker
- a Targeted Section 3 Worker
- Does not qualify as either a Section 3 Worker or a Targeted Section 3 Worker

**SECTION 3 WORKER and TARGETED SECTION 3 WORKER CERTIFICATION
COMMUNITY DEVELOPMENT FINANCIAL ASSISTANCE**

Employee Residing in Kern County

Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

Employee Name

Date Hired (Month/Date/Year)

Employee Address

I hereby certify that I am a Section 3 Worker based on currently meeting, or meeting when hired within the past five years at least one of the following qualification(s) - check all that apply:

1. I am a low-income resident of the metropolitan area and:

For new hires:

<input type="checkbox"/> My current annual income is \$39,050 or less	2021 Income Limit
---	-------------------

For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income):

Year Hired	Applicable Income Limit	Income Standard
2020	<input type="checkbox"/> My annual income for 2019 was \$36,300 or less	2019 Income Limit
2019	<input type="checkbox"/> My annual income for 2018 was \$33,450 or less	2018 Income Limit
2018	<input type="checkbox"/> My annual income for 2017 was \$33,550 or less	2017 Income Limit
2017	<input type="checkbox"/> My annual income for 2016 was \$33,000 or less	2016 Income Limit
2016	<input type="checkbox"/> My annual income for 2015 was \$31,850 or less	2015 Income Limit

2. I am a Youth Build participant.
3. I am a Public Housing Resident.
4. I live in Section 8 Assisted Housing.

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

Employee Signature

Date

EMPLOYER CERTIFICATION

Employee Name: _____

Company Name: _____

Our company: is a Section 3 Business Concern, or is not a Section 3 Business Concern

The above-named employee was hired on: _____

The above-named employee's job title is: _____

If the company is not a Section 3 Business Concern and the specified employee does not meet any of the above criteria for designation as a Section 3 Worker, please complete the following:

SECTION 3 WORKER:

- The worker's income from our company is below the income limit when based on a projection of the worker's wage rate annualized on a full-time basis, or
- The worker's income from our company exceeds the income limit when based on a projection of the worker's wage rate annualized on a full-time basis.

TARGETED SECTION 3 WORKER:

- The above specified employee lives within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.)

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Employer Certification:

_____	_____
Printed Name	Title
_____	_____
Signature	Date

FOR OFFICE USE ONLY

To be determined eligible as a Section 3 Worker, the worker must currently fit or when hired within the past five years fit at least one of the following categories, as documented:

- 5. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- 6. The worker is employed by a Section 3 business concern.
- 7. The worker is a Youth Build participant.

To be determined eligible as a Targeted Section 3 Worker, the worker must meet one the following criteria:

- k. Be employed by a Section 3 business concern; or
- l. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project [within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.); or
 - (ii) A Youth Build participant.

Based on the information contained herein, the worker identified in this certification qualifies as:

- a Section 3 Worker
- a Targeted Section 3 Worker
- Does not qualify as either a Section 3 Worker or a Targeted Section 3 Worker

Section 3 Summary Labor Report

Submit with Final Certified Payroll Report or on July 1st, whichever occurs first.

Project Name

The labor hours reported in this table must include the total number of labor hours worked with Housing and Community Development financial assistance for the above specified project, including labor hours worked by any contractors and subcontractors.

Labor hours for Section 3 Workers and Targeted Section 3 Workers that are classified as professional services are to be reported within their respective columns; however the total professional services labor hours are not to be included in the "All Workers Total Labor Hours Worked" Column.

Labor Hours Report for the Project funded with Community Development Financial Assistance			
Contractors and Subcontractors <small>List the names of all contractors and subcontractors performing work on the above specified project. (attach additional pages, if required)</small>	All Workers Total Labor Hours Worked	Section 3 Workers Total Labor Hours Worked*	Targeted Section 3 Workers Total Labor Hours Worked
Totals			

*** Please note that the Section 3 Labor Hours Worked reflected above should also include the Total Labor Hours worked for Targeted Section 3 Workers. This also applies to the Labor Hours Calculation table below for determining compliance with HUD Benchmarks minimums.**

Section 3 Summary Labor Report continued on the next page.

Section 3 Labor Hour Calculations

Based on your entries above, please calculate the following labor hour standards for your Housing and Community Development project:

Labor Hour Calculations			
Labor Hour Standard	Ratio Formula	%	2021 HUD Benchmark Minimums
Section 3 Workers	$\text{Section 3 Worker's Labor Hours} \div \text{Total Labor Hours}$		25%
Targeted Section 3 Workers	$\text{Targeted Section 3 Worker's Labor Hours} \div \text{Total Labor Hours}$		5%

Prioritization of Employment and Training, and Contracting

Employment and training

- I certify that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, that we have ensured that employment and training opportunities arising in connection with this Section 3 project are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
- I certify that where feasible, priority for opportunities and training described in the above paragraph were given to:
 - a. Section 3 workers residing within the service area or the neighborhood of the project, and
 - b. Participants in Youth Build programs.

Contracting

- I certify that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, that we have ensured that contracts for work awarded in connection with this Section 3 project were provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
- I certify that where feasible, priority for contracting opportunities described in the above paragraph were given to:
 - a. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
 - b. Youth Build programs.

Section 3 Summary Labor Report continued on the next page.

If both of your labor hour percentage calculations for Section 3 Workers and Targeted Section 3 Workers are below the respective 2021 HUD Section 3 Benchmarks and you have met all of the prioritization of employment and training, and contracting requirements, please sign the certification below for the information entered above, and complete Section 2 of this form below.

If both of your labor calculation percentages for Section 3 Workers and Targeted Section 3 Workers meet or exceed the 2021 HUD Benchmark minimums, then please sign the certification below:

Under the penalty of perjury, I certify that the above information is true and correct.

_____	_____
Printed Name	Title
_____	_____
Signature	Date

Section 3 Summary Labor Report continued on the next page.

SECTION 2

Please indicate which of the following qualitative Section 3 compliance activities that you or your subcontractors performed have:

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers
- Provided training or apprenticeship opportunities
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services
- Held one or more job fairs
- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care)
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training
- Assisted Section 3 workers to obtain financial literacy training and/or coaching
- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts
- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act
- Other (please specify): _____

- Other (please specify): _____

Section 3 Summary Labor Report continued on the next page.

PLEASE attach documentation that supports the performance of the above specified measures by contractors and subcontractors, and sign the certification below:

Under the penalty of perjury, I certify that the above information is true and correct.

Printed Name

Title

Signature

Date

EXHIBIT 16

Federal Wage Decision

(Next Page)