

**CITY OF SOUTH GATE  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION**



**CONTRACT DOCUMENTS AND SPECIFICATIONS FOR**

**CONSTRUCTION OF SOUTH GATE PARK FENCING  
IMPROVEMENTS**

**CITY PROJECT NO. 550-PRK**

All questions regarding this project are to be directed to:

**Steve Costley  
Project Manager  
Office: (323) 563-5494  
Email: [scostley@sogate.org](mailto:scostley@sogate.org)**



**APPROVED** \_\_\_\_\_

Steve Costley, Project Manager

Date:

**July, 2023**

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**BIDDING AND CONTRACTUAL  
DOCUMENTS**

## **INSTRUCTIONS TO BIDDERS**

### **1. FORM OF BID AND SIGNATURE**

(A) The Proposal shall be submitted on the form hereto and shall be enclosed in a sealed envelope marked and addresses as hereinafter directed.

1. The bidder shall state the lump sum amount for which he proposes to supply the labor, materials, supplies or equipment, and perform the work required by the specifications.
2. If the proposal is made by an individual, it shall be signed and his full name and his address shall be given, if it is made by a partnership firm, also sign his own name and the name and address of each partner shall be given, and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers attested by the corporate seal, and the name and titles of all officers of the corporation shall be given.

(D) The City of South Gate reserves the right to reject any and all bids or reject portions of any and all bids or waive any informality or irregularity in the bid or the bid procedure. The City shall be the sole judge of the bids received and take all bids under advisement for a period of 90 days.

### **2. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS**

If any person contemplating the submittal of a bid for the proposed contract is in doubt as to the true meaning of any requirement of the Contract Documents or he finds any discrepancies in or omissions from the Contract Documents, he may submit to the Project Manager a written request for an interpretation or correction thereof. The written request must be received at least seven (7) calendar days prior to the date fixed for opening of bids. The person making the request will be responsible for its prompt delivery. Interpretations or corrections will be made only by addenda to specifications or by dated revisions or drawings with a copy of each addition or change being furnished through the City of South Gate (herein "City") to each prospective bidder.

### **3. PREPARATION OF THE PROPOSAL**

(A) Blank spaces in the Proposal and Bid Schedule(s) shall be properly filled. The phraseology of the proposal must not be changed, and no additions shall be made to the items mentioned therein.

Unauthorized conditions, limitations or provisions attached to a proposal will render it informal and may cause its rejection. Alterations by erasure of interlineations must be explained or noted in the proposal over the signature of the bidder.

Bids will not be accepted from contractors who are not licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code of the State of California. The Contractor shall be required to possess a current "Classification A", General Engineering Contractor license or a "C-13" Fencing Contractor license for the aforementioned at the time the contract is awarded. Attention is directed to the provisions in Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

- (B) A bidder may withdraw his proposal before the hour fixed for opening bid by submitting a written request to the City for its withdrawal. On receipt of this written request, the proposal will be returned unopened.
- (C) No proposal may be withdrawn after the hour fixed for opening of bids without rendering the accompanying certified or cashier's check or bidder's bond subject to forfeiture as liquidated damages in like manner as in the case of failure to execute the contract after award, as hereinafter provided. **All bids shall be valid for a period of 120 days after City's bid opening date**, notwithstanding any award of contract by the City to another bidder.
- (D) No proposal received after the time named or at any place other than the place stated in the Notice Inviting Bids will be considered. All proposals will be opened and declared publicly. Bidders, their representatives, and others interested are invited to be present at the opening. The City reserves the right to waive any informality in any proposal, to reject any or all proposals, and to make award to the lowest responsible bidder as the interest of the City may require. The bidder shall name in his bid the surety or sureties which have agreed to furnish said bonds.

#### **4. REGISTRATION OF CONTRACTORS**

Before submitting bids, Contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California. The Contractor shall be required to possess a current "Classification A", General Engineering Contractor license or a "C-13" Fencing Contractor license for the aforementioned at the time the contract is awarded. A general building contractor also may contract for specialty work but must hold a specialty license for that work or actually have a specialty contractor do the work.

#### **5. LIST OF SUBCONTRACTORS FILED WITH BID**

In accordance with the provisions of the Sections 4100 through 4113, inclusive, of the Government Code of the State of California, each bidder shall submit with his proposal the name, location of place of business, and contractor's license information of each proposed subcontractor who will perform work or labor or

render service to the principal Contractor in an amount in excess of one half (½) of one percent (1%) of the principal Contractor's bid and shall state the portions of the work which will be done by each such subcontractor.

**6. BIDDERS INTERESTED IN MORE THAN ONE BID**

No person, firm or corporation shall make, file, or be interested in more than one proposal for the same work. A person, firm or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices of materials to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

**7. LOWEST RESPONSIBLE BIDDER**

In selecting the lowest 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 consideration, a bidder shall be required to certify that the bidder has successfully performed similar work of comparable magnitude for at least three (3) projects per the "Contractor's Qualification Statement" included herein. References will be verified by the City. Professional integrity and honesty of purpose shall be essential requirements. The bidder shall furnish the City any additional information as may be requested by the City. The City Engineer and staff shall have absolute discretion as to the evaluation of past work performance of any bidder and his decision in regards thereto shall not be subject to challenge unless completely arbitrary and capricious.

**8. BID BOND OR CHECK**

Each bidder shall submit with his bid an unconditional certified or cashier's check drawn on a solvent state or national bank, or a bidder's bond with a responsible corporate surety, on the form attached hereto subject to the provisions of the Notice Inviting Bids and the Complementary Provisions hereof. Said bid security or bidder's bond shall be in a sum not less than ten percent (10%) of the amount of the base bid, and shall be made payable to the City as a guarantee that the bidder will, if an award is made to him in accordance with the terms of his Proposal, promptly execute a contract in the required form, provide certificate for workers' compensation coverage, and furnish satisfactory Performance and Payment Bonds and proof of insurance coverage.

**9. LOCAL CONDITIONS**

(A) Bidders shall read the specifications, examine the site and make their own estimates of the existing conditions and the difficulties which attend the execution of the work called for by the proposed contract, including local conditions, uncertainty of weather, and all other contingencies.

- (B) Bidders shall satisfy themselves by personal examination of the location of the proposed work, and by such other means as they may choose as to actual conditions and requirements necessary to bid. Information derived from the specifications or drawings, or from the City Engineer or his assistants, shall not relieve the bidder of this responsibility.

**10. EXECUTION OF CONTRACT**

A bidder to whom award is made shall execute a written contract with the City on the form of agreement attached hereto, provide certificate for workers' compensation coverage, and furnish good and approved bonds as required in the following paragraph, all in accordance with the provisions hereof within ten (10) days (not including Sundays or holidays) or such additional time as may be allowed by the City Engineer from the date of mailing of a notice from the City to the bidder, according to the address given by him, of the acceptance of his proposal. If a bidder to whom award is made fails or refuses to enter into contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, the money represented by his check or bidder's bond shall become the property of the City as provided in Paragraph 8 hereof, and the award will be annulled; and at the discretion of the City, a new award may be made to the second lowest responsible bidder, and such bidder 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 shall be required, before the Contract is finally executed, to furnish evidence of its corporate existence, of its right to do business in California, and of the authority of the officer, manager, partner, or other authorized individual signing the contract and bonds for the entity.

**11. FINANCIAL CONDITION**

The City may request a complete, notarized financial statement from the contractor prior to the award of the contract, and will notify the Contractor if said statement will be required.

**12. BONDS**

All bonds shall be written and executed by a corporate surety with a Best's rating of A:V or better. In conformance with the Proposal, Part I, Bidding and Contractual Documents, a bidder to whom the contract is awarded shall, within the time mentioned in said Proposal furnish a bond with a responsible corporate surety or corporate sureties conditioned upon the faithful performance of said bidder of all covenants and stipulations in the Contract Documents. Said bond, hereinafter referred to as the Performance and Guarantee Bond, shall be on the mandatory form included as a part of these Contract Documents and shall be in accordance with the following:

- (A) Amount of Security- Contractor shall provide as security to the City.

- (1) For Performance and Guarantee: Security in an amount equal to one hundred (100) percent of the estimated total cost of the improvements. With this security the form of which shall be subject to the City's prior approval, the Contractor shall assume faithful performance of the agreement and guarantee the improvements for one year after the completion and acceptance of the last of such improvements against any defective workmanship or materials or any unsatisfactory performance. The estimated total cost of the improvements shall be subject to prior approval of the City Engineer and shall provide for (a) not less than five percent (5%) nor more than ten percent (10%) of the estimated total cost for contingencies and (b) an increase for projected inflation computed to the estimated midpoint of construction.
- (2) For Payment: Security in an amount equal to one hundred (100) percent of the estimated total cost of the improvements. With this security the form of which shall be subject to the City's prior approval, the Contractor shall guarantee payment to subcontractors, and persons renting equipment or furnishing labor or materials to them or to the Contractor.

B. Reduction or Release of Security. Upon acceptance of improvements by the City, and upon request of the Contractor, the security may be reduced as follows:

- (1) Security for performance and guarantee: Unless Contractor submits new or additional warranty security in an amount equal to ten percent of the estimated total cost of the improvements, the security for performance and guarantee shall not be reduced or released in an amount greater than ninety percent of the aggregate principal amount thereof prior to the expiration of the one-year guarantee and warranty period specified in subsection a (1) of this section, nor until all claims filed or deficiencies identified during such period have been settled or corrected. New or additional warranty security shall be released upon expiration of the one-year guarantee and warranty period, provided that all claims filed or deficiencies identified during the period have been settled or corrected.
- (2) Security for payment: Security furnished to secure payment to contractors, subcontractors, and to persons providing labor, materials or equipment shall, six months after acceptance of all of the improvements, be reduced to an amount equal to the total amount claimed by all claimants for whom liens have been filed and of which notice has been given to the City plus an amount reasonably determined by the City Engineer to be required to assure the



performance of any other obligations secured by the security. The balance of the security shall be released upon settlement or release of all claims and obligations for which the security was given.

**13. INSURANCE POLICIES AND BONDS**

Attention is invited to the provisions of the Insurance Code of the State of California with reference to the writing of insurance policies and bonds covering risks located in this state, and the premiums and commissions thereon. A bidder to whom the Contract is awarded shall furnish, at the time his bond or bonds are submitted for approval, satisfactory evidence that the requirements of said code have been observed.

**14. LIABILITY INSURANCE**

Before the contract is executed on behalf of the City, a bidder to whom the Contract has been awarded shall furnish to the City a policy or certificate of protective liability insurance in which the City shall be named as an additional named insured with the bidder. The policy shall insure the City, the City of South Gate, and their officers, employees, elected officials, and agents; the bidder, his employees and his subcontractors and their employees, and their heirs, agents, and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the City.

**15. INDEMNIFICATION**

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the South Gate City), the City of South Gate, South Gate City, consultants and sub-consultants, their respective officers, agents, employees, from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury, death arising out of or connected with the Contractor's obligation to indemnify, the City of South Gate, consultants, sub-consultants, as stated hereinabove shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City of South Gate City's choice in representing the City of South Gate City, the City of South Gate, consultants and sub-consultants in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.

**16. ASSIGNMENT OF CONTRACT**

No assignment by the Contractor of any contract to be entered into in accordance with the Notice Inviting Bids and these Instructions to Bidders, or any part thereof, or of funds to be received thereunder, will be recognized by the City unless has had prior approval of the City and Surety has had notice of such assignment in writing and has given his written consent thereto. Notwithstanding the foregoing, and to the extent permitted by law, the City has the absolute right to refuse, on any grounds or no grounds, any and all assignments or attempted assignments of the Contract Documents or of any rights to payment pursuant thereto.

**17. NON-COLLUSION AFFIDAVIT**

The City reserves the right, before any award of the contract is made, to require any bidders to whom it may make an award of the principal contract, to execute a Non-Collusion Affidavit in the form attached hereto.

**18. LABOR COMPLIANCE**

- (A) The Contractor must comply with the prevailing wage rates as determined by the State of California. Pursuant to the provisions of Section 1–3 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk of the City of South Gate and copies will be made available to any interested party on request. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The provisions of Section 1810 to 1815 of the Labor Code will be compiled with.
  
- (B) All mechanics and laborers employed or working upon the site of the work in the construction or development of the project, 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 under Copeland Act 29 CFR Part 3), the full amount due at time of payment computed as wage rates not less than those contained in the above determination, regarding of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. For the purpose of this clause, contributions made or cost reasonably anticipated 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, subjected to the provisions of 29 CFR 5.5. (a) (1) (iv). Also, for the purpose of this clause, regular contributions made or cost incurred for more than a weekly period under plans, funds, or programs, but covering

the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

- (C) The Contractor shall not require nor permit any laborer or mechanic in any work week in which he is employed on such work to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week unless such laborer or mechanic compensation at a rate not less than one and one-half ( 1 ½) times basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such week, as the case may be.
- (D) The Contractor shall submit weekly a copy of all certified payroll to the City. The copy shall be accompanied by a statement signed by the employer and his agent indicating that the payroll are corrected and completed, that the wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relationship and that the classification set forth for each laborer or merchant conforms with the work he performed. The prime contractor shall be responsible for the submission of copies of payroll of all subcontractors. The Contractor will make the records required under labor standards clauses of the Contractor available for inspection by authorized representatives of the City and Department of Labor and will permit such representative to interview employees during working hours on the job. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certificate payroll submitted to the contracting agencies that their employment is pursuant to an approved program and shall identify the program. Payroll and basic records relationship thereto will be maintained by the Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work in the construction or development of the project.
- (E) The Contractor shall insert in any subcontracts the required of this section and also clause required any subcontractor to include these requirements in any lower tier subcontracts into which they may in turn be made.

## **19. SB 854 REQUIREMENTS**

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code

section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

## 20. **CARGO PREFERENCE ACT (CPA)**

This project requires compliance with all regulations pursuant to the **Cargo Preference Act (CPA) as per 46 CFR 381.7(a)-(b)**. The Contractor and subcontractor shall comply with all mandated **CPA** regulations. To learn more about Implementation of Cargo Preference Act Requirements in the Federal-Aid Highway Program, visit:

<http://www.fhwa.dot.gov/construction/cqit/cargo/151211.cfm>

In addition, all contractors must comply with Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at

<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

## CONTRACTOR'S CHECKLIST

The Contractor shall submit the following items with this proposal:

Specification	Item	Check
<b>Page No.</b>		
	Bid Schedule	<input type="checkbox"/>
20	List of Sub-Contractors	<input type="checkbox"/>
24	Contractor's Industrial Safety Record.	<input type="checkbox"/>
25	Contractor's Qualification Statement	<input type="checkbox"/>
26	Contractor's Organization Statement and Performance History	<input type="checkbox"/>
28	Additional Information and/or Comments	<input type="checkbox"/>
29	Equals	<input type="checkbox"/>
30	Certification of Non-Discrimination and Affirmative Action.	<input type="checkbox"/>
31	10% Bid Security Forms for Check or bond to accompany bid.	<input type="checkbox"/>
32	Bid bond.	<input type="checkbox"/>
33	Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Laws.	<input type="checkbox"/>
	Worker's Compensation Insurance Certificate	<input type="checkbox"/>
48	Non-Collusion Affidavit	<input type="checkbox"/>
Appendix	Federal Requirements	<input type="checkbox"/>

Contractor Name: \_\_\_\_\_

# PROPOSAL

TO THE HONORABLE MAYOR AND MEMBERS  
OF THE CITY COUNCIL OF THE  
CITY OF SOUTH GATE, CALIFORNIA

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all labor, material, equipment, transportation and other facilities required for

## **CONSTRUCTION OF SOUTH GATE PARK FENCING IMPROVEMENTS CITY PROJECT NO. 550-PRK**

together with appurtenances thereto, all as set forth in the Specifications, and other Contract Documents, and he further proposes and agrees that, if his bid is accepted, he will contract in the form and manner stipulated, to perform all work called for by the Specifications and other Contract Documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefore, the total bid amounts named in the Bid Schedule(s) forming a part hereof. **A bid bond in favor of the City of South Gate for**

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_)

which amount is not less than ten percent (10%) of the total amount of his proposal which is attached hereto and is given as a guarantee that the undersigned will execute the agreement and furnish the required bonds if awarded the Contract and in case of failure to do so within the time provided, said check or bid bond shall be forfeited to the City of South Gate. The face amount of bid bond shall be considered established.

**It is understood and agreed that:**

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Contract; namely, Notice Inviting Bids, Instructions to Bidders, Proposal Forms, the Bid Schedules, the Contractor's Industrial Safety Record, the Contractor's Qualification Statement, the Worker's Compensation Insurance Certificate, the Construction Agreement, Performance Bond, Payment Bond, Non-Collusion Affidavit, Specifications and Construction Drawings, and all Federal Documents including Section 3 Requirements, and all revisions or addenda setting forth any modifications or interpretations of any of said documents.
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 which can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of the work and has checked carefully all words and figures inserted in this bid and he further understands that the City will in no way be responsible for any errors or omissions in the preparation of this bid.
4. The undersigned will execute the agreement and furnish the required bonds and certificates of insurance within ten (10) calendar days after notice to him of acceptance of his bid by the City. The inability to execute the agreement within ten (10) days will be cause to reject the bid and award to the next low bidder.
5. The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not herein named and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding, the undersigned has not in any manner sought by collusion to secure for himself an 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 submits a bid. The award for such work shall be entirely at the discretion of the City after evaluation of the bids. In the event the bidder to whom the work is awarded fails to enter into a contract and furnish the required bonds therefore within the time provided, the bidder will be liable for forfeiture of ten percent (10%) of the total bid amount to the City, even though such amount may be less than the face amount of the bid security, check or bond posted with the bid.

**Note:** All amounts and totals given in the Bid Schedule(s) will be subject to verification by the City. In case of variation between the unit price and totals shown by bidder, the unit prices will be considered to be his bid. In case of variation between unit prices written in words and unit prices given in numerals, those written in words shall be considered to be the correct prices.

Addenda No(s). Received

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The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

\_\_\_\_\_  
Signature

By \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

By \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Title

---

License No. \_\_\_\_\_ Classification License Expiration Date \_\_\_\_\_

\* Surety to be utilized for Contract Bonds (Performance Bond and Payment Bond)

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Name of Local Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

Best Key Rating

\_\_\_\_\_  
Grade

\_\_\_\_\_  
Class

**\*Note:** Surety information is required as part of this proposal, failure to provide such information will cause this bid to be informal and subject to rejection.



**CONSTRUCTION OF SOUTH GATE PARK FENCING IMPROVEMENTS  
CITY PROJECT NO. 550-PRK**

Contractor's Name \_\_\_\_\_

Honorable Mayor and City Council \_\_\_\_\_, 20\_\_\_\_  
South Gate, California:

In accordance with Notice Inviting Bids for

**CONSTRUCTION OF SOUTH GATE PARK FENCING IMPROVEMENTS**

The undersigned declares that he/she has carefully examined Plans and Specification for this project and read notice to bidders, and is familiar with the requirements therein contained, and proposes to furnish all labor, material, and supplies necessary to accomplish the work outlined therein at the following prices:

**Section 3-2.2.1 of the Standard Specifications is hereby amended by addition of the following: If a bid item is deleted in its entirety and that bid item has no direct effect on performance of any other bid items, no adjustment in bid prices for any items will be provided.**

**BASE BID**

***South Gate Park Fencing Improvements Bid Schedule:***

Item No.	Item Description	Estimated Quantity	Unit	Item price	Total
1	MOBILIZATION	1	LS	\$	\$
2	Fencing Improvements at FIELD'S 9 & 10 as described on FENCING PLAN F.1	1	LS	\$	\$
3	Fencing Improvements at HORSESHOE PITS & TENNIS COURTS as described on FENCING PLAN F.2	1	LS	\$	\$
4	Fencing Improvements at SPORTS & AQUATIC CENTER as described on FENCING PLAN F.3	1	LS	\$	\$
5	Fencing Improvements at FIELDS 7 & 8 as described on FENCING PLAN F.4	1	LS	\$	\$
6	Fencing Improvements at FIELDS 5 & 6 as described on FENCING PLAN F.5	1	LS	\$	\$
7	Fencing Improvements at FIELDS 3 & 4 as described on FENCING PLAN F.6	1	LS	\$	\$
8	Fencing Improvements at FIELD'S 1 & 2 as described on FENCING PLAN F.7	1	LS	\$	\$
9	Fencing Improvements at CITY YARD & PARKING LOT as described on FENCING PLAN F.8	1	LS	\$	\$

**TOTAL BASE BID \$**

**TOTAL BASE BID AMOUNT OF SOUTH GATE PARK FENCING IMPROVEMENTS, IN NUMBERS:**

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**TOTAL BASE BID AMOUNT OF SOUTH GATE PARK FENCING IMPROVEMENTS, IN WORDS:**

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The City of South Gate reserves the right to reject any and all bids, or delete portions of any and all bids or waive any informality or irregularity in the bid or the bid procedures and shall be the sole judge of the bids received.

The undersigned has carefully checked all of the above figures and understands that the City of South Gate, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid. In case words and figures stated here in do not agree, the words shall govern and the figures shall be disregarded. In case the unit price and the total amount stated for any item are not in agreement, the unit price shall govern and the amount shall be corrected to conform thereto. In case of any discrepancy between Item Total Prices and Total Base Bid, the Item Total Prices shall prevail and the Total Base Bid shall be adjusted to conform to the Item Total Prices. The Contract shall then be awarded to the lowest qualified bidder based on the **Combined** Total Base Bid.

**The Contract will be awarded based on the TOTAL BASE BID of South Gate Park Fencing Improvements.**

Contractor:

---

License No: \_\_\_\_\_

Expiration date: \_\_\_\_\_

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration No:

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Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**CONSTRUCTION OF SOUTH GATE PARK FENCING IMPROVEMENTS  
CITY PROJECT NO. 550-PRK**

NAME OF BIDDER \_\_\_\_\_

**LIST OF SUBCONTRACTORS**

In accordance with Division 2, Part I, Chapter 4 of the Public Contract Code, the prime contractor shall submit with his bid a list of subcontractors who will perform work in excess of one-half of 1 percent of the prime contractor's total bid.

Subcontractors listed must be properly licensed for the type of work they are to perform and their license numbers must be indicated below. Do not list alternate subcontractors for the same work.

Name & Address of Subcontractor                      Specific Description of Subcontract

1.    Name \_\_\_\_\_  
      Address \_\_\_\_\_  
      License No. \_\_\_\_\_  
      Classification \_\_\_\_\_

**Department of Industrial Relations Public Works Contract (D.I.R.P.W.C)**  
**Registration No:** \_\_\_\_\_

2.    Name \_\_\_\_\_  
      Address \_\_\_\_\_  
      License No. \_\_\_\_\_  
      Classification \_\_\_\_\_

**Department of Industrial Relations Public Works Contract (D.I.R.P.W.C)**  
**Registration No:** \_\_\_\_\_

3. Name \_\_\_\_\_  
Address \_\_\_\_\_  
License No. \_\_\_\_\_  
Classification \_\_\_\_\_

**Department of Industrial Relations Public Works Contract (D.I.R.P.W.C)**  
**Registration No:** \_\_\_\_\_

4. Name \_\_\_\_\_  
Address \_\_\_\_\_  
License No. \_\_\_\_\_  
Classification \_\_\_\_\_

D.I.R.P.W.C. Registration No: \_\_\_\_\_

5. Name \_\_\_\_\_  
Address \_\_\_\_\_  
License No. \_\_\_\_\_  
Classification \_\_\_\_\_

**Department of Industrial Relations Public Works Contract (D.I.R.P.W.C)**  
**Registration No:** \_\_\_\_\_

6. Name \_\_\_\_\_  
Address \_\_\_\_\_  
License No. \_\_\_\_\_  
Classification \_\_\_\_\_

**Department of Industrial Relations Public Works Contract (D.I.R.P.W.C)**  
**Registration No:** \_\_\_\_\_

7. Name \_\_\_\_\_  
Address \_\_\_\_\_  
License No. \_\_\_\_\_  
Classification \_\_\_\_\_

**Department of Industrial Relations Public Works Contract (D.I.R.P.W.C)**  
**Registration No:** \_\_\_\_\_

Project: **CONSTRUCTION OF SOUTH GATE PARK FENCING IMPROVEMENTS**  
**CITY PROJECT No. 550-PRK**

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated as a principal or owner for the last five calendar years and current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The bidder may attach any additional information or explanation of data, which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

**CONTRACTOR'S INDUSTRIAL SAFETY RECORD**  
**5 Calendar Years Prior to Current Year**

Year	2018	2019	2020	2021	2022	TOTAL	Current Year
1. No. of Contracts							
2. Total dollar amount of contracts (in thousands of \$)							
* 3. No. of fatalities							
* 4. No. of lost workday cases							
* 5. No. of lost workday cases involving permanent transfer to another job or termination of employment							
* 6. No. of lost workdays							

The information required for these items is the same as required for column 3 to 6, Code 10, Occupational Injuries, Summary Occupational Injuries and illnesses. OSHA No. 102

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

\_\_\_\_\_  
 Name of Bidder (print)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 State Contractors' License. No. & Classification

\_\_\_\_\_  
 City

\_\_\_\_\_  
 Zip Code

\_\_\_\_\_  
 Telephone





## CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

The term "Owner" shall refer to any private firm or public agency to which the Contractor has submitted a bid to, or contracted with, for any construction contract.

Submitted By: \_\_\_\_\_  
*Name must correspond with the Contractor's License*

\_\_\_\_\_ Corporation    \_\_\_\_\_ Partnership    \_\_\_\_\_ Individual    \_\_\_\_\_ Joint Venture

If a corporation, under the laws of what State is it organized? \_\_\_\_\_

California Regional Office (s): \_\_\_\_\_

Use the form titled "Additional Information and/or Comments" for providing requested or additional information for each of the following questions to which you answer "yes" or for any comments.

A. How many years experience in construction work under current organization?

(a) As a General Contractor? \_\_\_\_\_ From \_\_\_\_ to 20\_\_

(b) As a Subcontractor? \_\_\_\_\_ From \_\_\_\_ to 20\_\_

B. Provide the following information as to contract experience with public entities or governmental agencies only, within the past ten (10) years. If none, write "NONE" on the chart.

TITLE OF PROJECT	COMPLETION DATE	NAME OF AGENCY, TELEPHONE No. AND NAME OF PERSON TO CONTACT

C. Have you or your company, or any officer or partner thereof, failed to complete a contract for an Owner? YES \_\_\_\_ NO \_\_\_\_\_. If so indicate the name of each agency, dates, and the circumstances.

D. Have you or your company been denied an award of an Owner contract not withstanding submission of the lowest responsive bid? YES \_\_\_\_ NO \_\_\_\_\_. If so, as to each such denial, state the name of the Owner, the date of the denial,

the title and number of the contract bid, and the grounds on which the Owner based the denial of award.

- E. Has your company been assessed liquidated damages by any Owner? YES \_\_\_\_ NO \_\_\_\_ . If so, as to each assessment of liquidated damages, state the name of the Owner, the date of the assessment, the title and number of the contract, and the grounds on which the Owner based the assessment of liquidated damages.
- F. Has your company been the subject of any inquiry by any Owner as to whether your company is a non-responsible bidder or non-responsible contractor? YES \_\_\_\_ NO \_\_\_\_ . If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.
- G. Has your company been the subject of any inquiry by any Owner as to whether your company has made any false claim or other material misrepresentation? YES \_\_\_\_ NO \_\_\_\_ . If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.
- H. Has your company made any false claim or misrepresentation in the submittal of any claim pertaining to any construction contractor with an Owner? YES \_\_\_\_ NO \_\_\_\_ . If so, state the circumstances, including the reason for submittal of false material.
- I. Is your company currently asserting against any Owner any construction claim (s) in excess of \$100,000.00, or has your company made such claim (s) against any Owner? YES \_\_\_\_ NO \_\_\_\_ . If so, as to each such claim, state the name of the Owner, the date of the claim, the grounds of the claim, the amount of such claim, the present status of such claim, the date of resolution of such claim if resolved, and the amount and method by which such claim was resolved, if resolved.
- J. Is your company currently a party against any Owner in any litigation pertaining to any construction project, or has your company been a party to such litigation? YES \_\_\_\_ NO \_\_\_\_ . If so, as to each such litigation, state the name of the Owner, case number, the court and jurisdiction in which said litigation is pending or was brought, the nature of the litigation, the amount at issue in the litigation, the present status of such litigation, the date of resolution of such litigation if resolved, and the amount and method by which such litigation was resolved, if resolved.





**CERTIFICATION OF NONDISCRIMINATION  
AND AFFIRMATIVE ACTION**

As suppliers of goods or services to the City of South Gate, the firm listed below certifies that it does not discriminate in its employment with regard to race, medical condition, color, marital status, religion, sex, handicap, or national origin; that is in compliance with all federal, state and local directives and executive orders regarding nondiscrimination in employment: and that it agrees to demonstrate positively aggressively in 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 servicing minority communities and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

\_\_\_\_\_

Firm

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONSTRUCTION OF SOUTH GATE PARK FENCING IMPROVEMENTS  
CITY PROJECT NO. 550-PRK**

**BID SECURITY FORMS  
FOR  
CHECK OR BOND TO ACCOMPANY BID**

NOTE: The following form shall be used in case check accompanies bid.

Accompanying this proposal is \*certified/cashier's check payable to the order of the City of South Gate for:

\_\_\_\_\_ Dollars

(\$\_\_\_\_\_)

thus amount being not less than ten percent (10%) of the total amount of the Base Bid plus "Additional Bid Items." The proceeds of this check shall become the property of the City of South Gate provided this proposal shall be accepted by the City of South Gate through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required bonds within the stipulated time; otherwise, the check shall be returned to the undersigned.

\_\_\_\_\_  
\_\_\_\_\_

\*Delete the inapplicable word

---

NOTE: If the bidder desires to use a bond instead of a check, the following form shall be executed. The sum of this bond shall not be less than ten percent (10%) of the total amount of the base bid plus "Additional Bid Items."

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS

That we \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of South Gate in the sum of: \_\_\_\_\_, (words) Dollars (\$ \_\_\_\_\_), to be paid to the City of South Gate, its successors and assigns, for which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH:**

That if the certain proposal of the above bonded \_\_\_\_\_ for the **CONSTRUCTION OF SOUTH GATE PARK FENCING IMPROVEMENTS, CITY PROJECT NO. 550-PRK.**

in strict accordance with the Specifications on file at the office of the City of South Gate is accepted by the City of South Gate through action of its legally constituted contracting authorities and if the above bonded \_\_\_\_\_, his heirs, executors, administrators, successors and assigns shall duly enter into and execute a contract for such removal and shall execute and deliver the required Performance Bond, Payment Bond and proof of insurance within ten (10) working days after the date of notification by and from said City of South Gate that said contract is ready for execution, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Title

NOTE: The standard printed bid bond form of any bonding company acceptable to the City of South Gate may be used in lieu of the foregoing approved sample bond form, provided the security stipulations protecting the City of South Gate are not in any way reduced by use of the Surety Company's printed standard form.

**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES  
CONCERNING THE CONTRACTORS' LICENSING LAWS**

[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 or 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 order to engage in the business or act in the capacity of a contractor with in 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 20104 [now § 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 or her individual licensure.
  
- d. This section shall not affect the right or liability 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 forgoing 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, a contractor who is not licensed pursuant to this chapter is void.**

- f. Any compliance or non-compliance 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 official 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 purpose 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 agency 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 agency 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.**

License No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration date: \_\_\_\_\_

Date: \_\_\_\_\_ Signature \_\_\_\_\_

**Department of Industrial Relations Public Works Contract (D.I.R.P.W.C)**

**Registration No:** \_\_\_\_\_

**CONTRACT DOCUMENTS**

**To be Submitted  
AFTER  
Notice of Award of Contract**

**AGREEMENT**

**CONSTRUCTION OF SOUTH GATE PARK FENCING IMPROVEMENTS  
CITY PROJECT 550-PRK**

THIS AGREEMENT is made and entered into by and between the Owner, the South Gate City, and \_\_\_\_\_, hereinafter called the Contractor.

The Owner and the Contractor mutually agree as follows:

**ARTICLE I**

**THE PROJECT**

For and in consideration of the mutual promises set forth herein, Contractor agrees with Owner to perform and complete in good and workmanlike manner all work required by the Contract Documents for City **Contract No.** \_\_\_\_\_, which involves the following project:

**CONSTRUCTION OF SOUTH GATE PARK FENCING IMPROVEMENTS  
CITY PROJECT 550-PRK**

Said work shall be performed in accordance with the Contract Documents, which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefore, except such labor, materials, equipment and services as are specified in the Contract Documents to be furnished by Owner.

**ARTICLE II**

**CONTRACT SUM AND PAYMENT**

For performing and completing the work in accordance with the Contract Documents, Owner shall pay Contractor, in full compensation therefore, the contract sum \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, delivery, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. Owner shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

**ARTICLE III**

## CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are enumerated as follows: the Notice Inviting Bids, the Bid Schedule(s), the Bid Security Forms for Check or Bond, this Agreement, Worker's Compensation Insurance Certificate, the Non-Collusion Affidavit, the Specifications, and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

### **ARTICLE IV**

#### INDEMNIFICATION

The Supplier shall indemnify, hold harmless and defend (with counsel selected by the City of South Gate), the City of South Gate, its consultants and sub-consultants, their respective officers, agents, and employees, from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury, death arising out of or connected with the Contract. Supplier's obligation to indemnify, defend and save harmless the City of South Gate, its consultants and sub-consultants, and their respective officers, agents and employees, as stated hereinabove shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City of South Gate's choice in representing the City of South Gate, its consultants and sub-consultants and their respective officers, agents, and employees, in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES AND DELIVERY OF MATERIALS TO BE PROVIDED UNDER THIS AGREEMENT.

### **ARTICLE V**

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. CONTRACTOR further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract.

### **ARTICLE VI**

## FEDERAL REQUIREMENTS

The Contractor shall comply with all applicable state and local codes, ordinances and other applicable laws, all applicable CITY CDBG program requirements and any amendments hereafter to CITY CDBG program guidelines and requirements. The Contractor agrees to comply with all applicable federal laws and regulations and to any amendments hereafter including, but not limited to, the following:

- A. **COMMUNITY DEVELOPMENT BLOCK GRANT REGULATIONS.** The CDBG Regulations, 24 CFR Part 570, and any amendments hereafter thereto; and
- B. **NONDISCRIMINATION.** No person or entity shall discriminate in the employment of persons in the performance of this Contract by CONTRACTOR or under any subcontract executed by CONTRACTOR in the furtherance of CONTRACTOR's performance under this Contract because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the Government Code. This Contract is also subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990. CONTRACTOR and any subcontractor of CONTRACTOR who violates the provisions of Section 1735 of the Labor Code shall be subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the Labor Code; and
- C. **NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR part 1, prohibiting discrimination upon the basis of race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, or national origin; and
- D. **HOUSING AND COMMUNITY DEVELOPMENT ACT.** Section 109 of the Housing and Community Development Act requiring that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act; and
- E. **REHABILITATION ACT OF 1973.** Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with all applicable implementing regulations. Any contract in excess of \$10,000 entered into by any Federal department or agency for the procurement of personal property and non-personal services (including construction) for the United States shall contain a provision requiring that the party contracting with the United States shall take affirmative action to employ and advance in employment qualified individuals with disabilities. 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.
- F. **AGE DISCRIMINATION ACT OF 1975.** The Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR, Part 146, which prohibit discrimination because of age in programs and activities receiving Federal financial assistance; and
- G. **EQUAL EMPLOYMENT AND CONTRACTING OPPORTUNITY - Equal Employment Opportunity,** as amended, and regulations of Executive Order 11246, amended by Executive orders 11375,

11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264); and

- H. DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS. The requirements set forth in 24 CFR part 5 and Executive Orders 12549 and 12689, prohibiting the use of debarred, suspended or ineligible contractors or subcontractors; and
- I. MINORITY AND WOMEN-OWNED BUSINESSES (W/MBE). Executive Orders 11625, 12432, and 12138, which state that recipients of federal assistance shall take affirmative action to encourage participation by minority and women-owned business enterprises. In accordance with 2 CFR § 200.321 all 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. As used in this Contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women; and
- J. CONFLICT OF INTEREST. The conflict of interest provisions, as applicable, in accordance with 2 CFR Part 200.112, 24 CFR Part 92.356, and 24 CFR Part 570.611; and
- K. PURCHASE OF U.S. MADE GOODS, PRODUCTS AND MATERIALS. The Build America, Buy America Act (the Act), enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- L. LOBBYING REGULATION. Neither contractor nor any subcontractor may use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractors and subcontractors must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- M. COMPLIANCE WITH FEDERAL AIR AND WATER STATUTES. 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.
- N. LABOR STANDARDS. CONTRACTOR and all subcontractors, engaged in contracts in excess of \$2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this Contract are subject to the federal labor standards provisions, Davis Bacon and Related Acts as amended (40 USC 3141-

5144 and 3146-3148), which govern the payment of wages and the ratio of apprentices and trainees to journey-workers. Under the terms of the Davis-Bacon Act, as supplemented by 29 CFR Part 5, amended, the contractor and subcontractors are required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with and subject to the provision of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708), and the CITY shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act (40 USC 3145). Federal Wage Determination Number CA20220022 is attached and incorporated herein by this reference as though set forth in full. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the CITY of its obligation, if any, to require payment of the higher rates. In the event of any conflict or inconsistency between the provisions of Federal statutes and regulations under this paragraph and the provision of any other applicable State or local prevailing wage requirements described elsewhere in the Contract Documents, the provisions affording broader protections or higher wage requirements shall govern and control but only to the extent of the conflict or inconsistency and no further.

#### **ARTICLE VII**

##### **HOUSING AND URBAN DEVELOPMENT ACT OF 1968 SECTION 3**

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 HUD assistance of 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. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual obligation or other impediment that would prevent them from complying with Part 75 of the regulations.

The Contractor agrees to send each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under Section 3, 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, shall set forth the minimum number and job titles subject to hire, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

#### **ARTICLE VIII**

##### **TERMINATION FOR CAUSE AND FOR CONVENIENCE**

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. 2 CFR PART 200



ARTICLE IX

EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the parties, whether Owner or Contractor, executes said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized.

Attest:

OWNER

By: \_\_\_\_\_  
Yodit Glaze, City Clerk

By: \_\_\_\_\_  
Maria Pilar Avalos, Mayor

Dated: \_\_\_\_\_

SEAL  
APPROVED AS TO FORM:

By: \_\_\_\_\_  
Raul Salinas, City Attorney

CONTRACTOR \_\_\_\_\_  
Name of individual/entity

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

Title \_\_\_\_\_

Date \_\_\_\_\_

**WORKER'S COMPENSATION INSURANCE CERTIFICATE**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 AND 1861.

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 the Contract.

DATED \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

ATTEST:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

The following requirements must be met when submitting insurance certificates to the South Gate City in connection with Public Works and other projects:

1. The insurance certificate must be issued to the South Gate City, 8650 California Avenue, South Gate, CA 90280, attention of the City Engineer.
2. The South Gate City, City of South Gate, South Gate Housing Authority, and their officers, employees, elected officials, and agents must be shown as additional insured per ISO CG 20 10 11 85, and separate endorsement signed by an authorized representative of the insurance company is required.
3. The City has the right to request a copy of complete insurance policy including all endorsements and certificates.
4. The Certificate must include cross liability coverage either included in the Commercial General Liability coverage, and so indicate on the face of the Certificate under that heading or by separate endorsement.
5. The Certificate should also indicate that the insurance covers "All Operations" or should specify the particular services to be provided.
6. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

### Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss. Earthquake and flood insurance is not required to be furnished by the Contractor.

### Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

### Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention 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.

### Other Insurance Provisions

The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insurers with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, or modified, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

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

#### Acceptability of Insurers

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

#### Verification of Coverage

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

#### Subcontractors

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

#### Indemnification

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the South Gate City), the City of South Gate, South Gate City, the City of South Gate Housing Authority, consultants and sub-consultants, their respective officers, agents, employees, from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury, death

arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the South Gate City, the City of South Gate, consultants, sub-consultants, as stated hereinabove shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City of South Gate City's choice in representing the City of South Gate City, the City of South Gate, the City of South Gate Housing Authority, consultants and sub-consultants in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.

**CONSTRUCTION OF SOUTH GATE PARK FENCING IMPROVEMENTS  
CITY PROJECT 550-PRK**

**FAITHFUL PERFORMANCE BOND  
100% OF CONTRACT AMOUNT**

KNOW ALL MEN BY THESE PRESENTS:

**WHEREAS**, the South Gate City ("City" herein) has awarded to \_\_\_\_\_ ("Contractor" herein) a contract for **CONSTRUCTION OF SOUTH GATE PARK FENCING IMPROVEMENTS, CITY PROJECT NO. 550-PRK**; and

**WHEREAS**, said Contract is incorporated herein by this reference; and

**WHEREAS**, said Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

**NOW, THEREFORE**, we, Contractor and \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications that accompany the Contract shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the contract, the work, or the specifications.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

\_\_\_\_\_  
(Type name of Contractor)

\_\_\_\_\_

\_\_\_\_\_  
(Type address of Contractor)

By: \_\_\_\_\_  
(Signature of authorized officer)

\_\_\_\_\_  
(Title of officer)

\_\_\_\_\_  
(Type name of Surety)

\_\_\_\_\_

\_\_\_\_\_  
(Type address of Surety)

By: \_\_\_\_\_  
(Signature of authorized officer)

\_\_\_\_\_  
(Title of officer)

APPROVED AS TO FORM:

\_\_\_\_\_  
Authority Counsel



**CONSTRUCTION OF SOUTH GATE PARK FENCING IMPROVEMENTS  
CITY PROJECT NO. 550-PRK**

**100% PAYMENT BOND**

**WHEREAS**, the City of South Gate, California ("City" herein), has awarded to , ("Contractor" herein) a Contract for the work described as follows:

**TITLE OF PROJECT:**

**CONSTRUCTION OF SOUTH GATE PARK FENCING IMPROVEMENTS  
CITY PROJECT NO. 550-PRK**

**WHEREAS**, said Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material suppliers and other persons, as provided by law;

**NOW, THEREFORE**, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT**, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 9100(a), or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. If suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to the plaintiff(s) and the City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100(a) as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

**IN WITNESS WHEREOF**, this instrument has been duly executed by the above-named Contractor and Surety on \_\_\_\_\_, 20\_\_\_\_.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

\_\_\_\_\_  
(Type name of Contractor)

\_\_\_\_\_

\_\_\_\_\_  
(Type address of Contractor)

By: \_\_\_\_\_  
(Signature of authorized officer)

\_\_\_\_\_  
(Title of officer)

\_\_\_\_\_  
(Type name of Surety)

\_\_\_\_\_

\_\_\_\_\_  
(Type address of Surety)

By: \_\_\_\_\_  
(Signature of authorized officer)

\_\_\_\_\_  
(Title of officer)

APPROVED AS TO FORM:

\_\_\_\_\_  
Raul Salinas, City Attorney



STATE OF CALIFORNIA                    )  
  )  
COUNTY OF LOS ANGELES            )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, 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.

\_\_\_\_\_  
Notary Public

## **PART II**

# **STANDARD SPECIFICATIONS AND DRAWINGS**

## PART II

### STANDARD SPECIFICATIONS AND DRAWINGS

The work to be done under this Contract requires the completion of all work in accordance with the General Conditions and the Special Provisions herein, and the following Standard Specifications and Standard Drawings and Exhibits, as modified herein. In the case of conflict between the Standard Specifications and Standard Drawings and the Special Provisions and Construction Drawings, the Special Provisions and Construction Drawings shall take precedence over all of the following referenced Standard Specifications and Standard Drawings, in all areas, and said referenced Standard Specifications and Standard Drawings shall take precedence in the following order:

1. **"Standard Plans and Specifications"** City of South Gate, Engineering Department. Said "Standard Plans and Specifications" latest edition, are incorporated herein by this reference. A selection of Standard Drawings and Exhibits directly relating to this project are included in the Appendix of these specifications for the Contractor's reference.
2. **"Standard Specifications for Public Works Construction,"** (Green Book) latest edition. Said "Standard Specifications" are incorporated herein by this reference. Copies may be purchased from Building News, Inc., 990 Park Center Drive, Suite E, Vista, California 92081, telephone (760) 734-1113.
3. **"Standard Plans for Public Works Construction,"** latest edition. Said "Standard Plans" are incorporated herein by this reference. Copies may be purchased from Building News, Inc., 990 Park Center Drive, Suite E, Vista, California 92081, telephone (760) 734-1113.
4. State of California Department of Transportation (CALTRANS) **California Manual of Uniform Traffic Control Devices** (CMUTCD), Standard Specifications and Standard Plans, latest edition.
5. American Water Works Association Standards, latest revisions.

California Building, Plumbing, Electrical, and Mechanical Codes, latest editions

**PART III**  
**GENERAL PROVISIONS**

**PART III  
GENERAL PROVISIONS**

**Section 1     Description of Work**

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Specifications and Contract Documents. The general items of work include replacement of chain link fence fabric, installation of new chain-link and tube steel fencing, backstops, concrete bands, dug outs, concrete flatwork, ac paving, gates and other related items that are required by the Contract Documents at the following locations at South Gate Park: Fields 1-10, Horseshoe Pits, Tennis Courts, Sports and Aquatic Center, City Yard and Parking Lot

**Section 2     Location of Work**

The project is located at 4900 Southern Ave, South Gate, CA 90280.

**Section 3     Time of Completion**

The Contractor has **100 working days, not including scheduled holidays (approximately 5 months)** to complete all work from the date of the City's Notice to Proceed.

**Section 4     Definitions**

**4.1     Agency** - Pursuant to supplemental conditions, " Agency," as used in the *Standard Specifications for Public Works Construction*, shall be synonymous with "City" or "City of South Gate."

**4.2     Alterations and Additions** - The City may, if it deems it necessary, make alterations and modifications to the Specifications and plans for the work, covering any portion under such altered or modified work shall be agreed upon in writing endorsed upon the original Contract and signed by the proper parties to the Contract. It is expressly understood and agreed that such alterations, additions, modifications or omissions shall not in any way violate or annul the contract, and the Contractor shall agree not to claim or bring suit for any damages whether for loss of profits or otherwise, on account of said changes. Whenever, during the progress of work, any additional work or change or modification in the work contracted for is agreed upon as aforesaid, such additional work or modification shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original Contract.

**4.3     Baseline Schedule** - The approved final schedule from which all Contract



performance will be measured. It cannot be changed without the written consent of the City.

- 4.4 Bid Price** - The unit or lump sum amount shown in the Bid Schedule(s) for the work to be performed.
- 4.5 CALTRANS Specifications** - The current specifications of the *Standard Specifications of the State of California*, Department of Transportation (CALTRANS).
- 4.6 City** - City of South Gate, California.
- 4.7 Conferences and Meetings** - When and as directed by the City, the Contractor shall attend all conferences and meetings which the City deems necessary for the proper progress of work under this contract. The Contractor shall coordinate and meet the requirements of the Cities of South Gate and Lynwood. All costs associated with coordination shall be included in the various unit prices and no additional payment will be made therefor.
- 4.8 Contract Documents** - All data provided by the City associated with the Work, including but not limited to, Bid Instructions, General Provisions, Supplemental Provisions, Addenda, Plans, Specifications, and all other data as may be referred to under the Terms and Conditions of the Contract Agreement between the City and the CONTRACTOR.
- 4.9 CONTRACTOR** - As defined by the *Standard Specifications for Public Works Construction*.
- 4.10 CONTRACTOR Move-in** - The move-in action whereby the CONTRACTOR at the direction of the ENGINEER was ordered to cease work and remove all men and equipment from the project site vicinity indefinitely and then at a later time determined by the ENGINEER the CONTRACTOR was directed to re-mobilize his men and equipment to complete the project. The ENGINEER shall have sole discretion to specify the awarding of move-in cost. The CONTRACTOR shall not be entitled to additional compensation for complying with contract construction schedule.
- 4.11 Construction** - All, labor, material, equipment, supplies, and other effort required or incidental to the accomplishment of a defined scope of work in accordance with all applicable drawings, specifications, codes, ordinances, industry standards, and other such rules and regulations.
- 4.12 Days** - Calendar days, unless otherwise indicated.
- 4.13 Deliverable** - Any item that may be required to start a work activity, i.e. approved design documents, shop drawings, utility clearance, environmental report, materials, specialty work crews, equipment, etc.

- 4.14 **ENGINEER** - The City Engineer of the City of South Gate or a designated representative.
- 4.15 **Final Pay Quantity - "Final Pay"** items designated by a (F) following the quantity unit in the Bid Schedule shall be the final quantities for which payment for such specific portion of the work shall be considered as approximate only and no guarantee is made that the quantities which can be determined by computations, based on the details and land dimension shown on the plan will equal the estimated quantities. No allowance will be made in the event that the quantities which can be determined by computations based on the details and land dimensions shown on the plan will equal the estimated quantities. Final pay quantities will be adjusted to reflect any change order extra work or additional quantities authorized by the ENGINEER.
- 4.16 **Normal Working Hours (working days) - 7:30 A.M. to 4:30 P.M. Monday through Friday.** Additional hours or days may be scheduled with approval of the ENGINEER.
- Night and weekend hours may be authorized at the sole discretion of the CITY ENGINEER with no additional compensation made therefore.
- 4.17 **Notice To Proceed (NTP)** - A written notice given by the City to the CONTRACTOR establishing the date on which the Contract time will start. A Notice to Proceed will not be issued until a construction schedule is submitted to and approved by the City Engineer.
- 4.18 **Water Division** - City of South Gate Public Works Department.
- 4.19 **Work Plan** - A comprehensive outline describing how the CONTRACTOR intends to perform the Scope of Work as defined under the Contract Documents. A Notice to Proceed will not be issued until a Work Plan is submitted to and approved by the City Engineer.
- 4.20 **Temporary Suspension of Work** – The City shall have the authority to suspend the work wholly or in part, for such a period as it may deem necessary, due to the unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as it may deem convenient due to failure on the part of the Contractor to carry out orders given or to perform any provisions of the work. The Contractor shall immediately obey such order and shall not resume the work until so ordered in writing by the City.

**Section 5 Pre-Work Conference**

Prior to commencement of the project, but after award of the Contract, the City will contact the contractor for a pre-construction meeting. The prime contractor may also contact the Project Manager, Mr. Steve Costley at scostley@sogate.org after the award of contract at to set up such meeting. All sub-contractors shall attend the pre-construction meeting unless otherwise approved by the City Engineer.

**Section 6      Liability Insurance**

The insurance limits specified in Subsection 7-3 of the Standard Specifications shall be amended as follows:

Contractor shall provide a combined single limit liability policy with aggregate limits for Bodily Injury and Property Damage in an amount not less than one million dollars (\$1,000,000).

**Section 7      Permits and Contracts Correspondence**

- 7.1      The Contractor shall obtain and pay all costs for permits made necessary by his operations prior to commencing the work. No fee will be charged for any permit issued by the City of South Gate. Contractor will need to obtain a permit from Building and Safety Division and an additional permit from the Public Works Department.
- 7.2      All correspondence relating to this Contract shall be between the Contractor and the Engineer. The Engineer and the Contractor shall serialize each item of correspondence consecutively starting with 001.

**Section 8      Scheduling of Work**

- 8.1      No work, services, material or equipment shall be performed or finished until a Notice to Proceed has been given in writing to the Contractor by the City. Prior to the start of any work a pre-work conference shall be arranged by the Contractor between his job foreman, the Contractor, the Engineer and any other parties that may be deemed necessary by the City.
- 8.2      The Contractor shall so conduct his operations as to have under contract no greater amount of work than he can prosecute properly. Prior to starting any phase of the work, the Contractor shall be prepared and shall have sufficient equipment and labor on hand to prosecute the work to its completion.
- 8.3      The Contractor shall at all times have a copy of the Safety Plan, Contract Documents, Specifications, and permits at the job site to which the Engineer shall be given access at all times.

- 8.4 The Contractor shall submit to the Project Manager, City of South Gate Public Works, and Police Department emergency telephone number listing where the Contractor can be reached day or night, including weekends and holidays.

## **Section 9 General Guarantee**

- 9.1 Unless otherwise provided in these Specifications, the Contractor shall guarantee for a period of one year after Acceptance of Contract by the City, that all equipment, materials, and workmanship furnished under these Specifications shall be free from defects. He shall repair or replace all such defective equipment, materials, or workmanship. Guarantee bond provisions are included in the Instruction to Bidders, Section 12, Bonds.
- 9.2 In emergencies demanding immediate attention, the City shall have the right to remedy or contract for the remedy of, the hazard, defect. or damage and charge the Contractor with the cost of labor, equipment, and material required.

## **Section 10 Progress Payments**

- 10.1 The Contractor shall, on or before the 20th day of each calendar month after actual work is started, except in case of final estimate hereinafter provided, cause an estimate to be made in writing of the value of the total amount of the work done and materials furnished by the Contractor and incorporated into the work completed up to and including the 15th day of the month in which the estimate is made for review and approval by the Engineer. **The City shall process the Contractor's request for progress payment within thirty (30) days from the date of submittal of the corrected invoice.**
- 10.2 The Contractor shall submit an updated copy of his schedule with each invoice. In reviewing the Contractor's estimate, the Engineer may take into consideration, along with other facts and conditions deemed by him to be proper, the ratio of the difficulty of the work done to the probable difficulties of the work yet to be done. The Engineer shall submit in writing to the City with a copy to the Contractor his evaluation of the amount of the Contractor's estimate, which the Engineer considers as approved for payment by the City. The City shall retain five percent (5%) of such estimated value as partial security for the fulfillment of the contract by the Contractor. In addition, 125% of the amount of outstanding "Stop Notices" shall be withheld. From the balance remaining all previous payments and all sums to be excepted, or retained under the terms of the contract shall be deducted and the remainder will be paid to the Contractor within 60 days from the receipt of the invoice. Contractor must submit certified payrolls

with each progress payment invoice. Contractor must utilize **City** format. No portion of any retention payment shall be released until 40 days after the project is completed and accepted by the City unless specified in Section 9-3.2 of the Standard Specifications for Public Works Construction "Greenbook".

- 10.3 Should Contractor find it necessary to work overtime or weekends to complete the project, the Contractor shall be responsible to reimburse the City or to cover any and all cost associated with overtime inspection. The cost for this shall be included in the total contract price for this work or shall be deducted by the Contractor when billing the City. The amount shall be specified within the progress payment.
- 10.4 Should Contractor find it necessary to work overtime or weekends to complete the project, the Contractor shall be responsible to pay the Construction Manager assigned to this project by the City.

**Section 11 City's Right to Withhold Certain Amounts and Make Application Thereof**

In addition to the amount which the City may retain under the above section on the progress payments, the City may withhold a sufficient amount or amounts or any payment otherwise due to the Contractor as in its judgment may be necessary to cover:

- (1) Amounts claimed by the City as liquidated damages or other offset.
- (2) Costs incurred by the City:
  - a. In providing services which the Contractor is unable to provide in a timely manner to either correct a hazardous condition or maintain the work in a safe condition, such as but not limited to, repairing, filling or covering of trenches, placing of barricades, a directing or detouring of traffic.  

A base charge of \$700 will be assessed for each incident and the cost of all time and materials used will be charged in addition to this fee.
  - b. As a result of the Contractor failing to pay his bills in a timely manner, including legal and attorney costs relating to processing "Stop Notices" and/or settlement of related litigation.
- (3) Estimated or actual costs for correcting defective work not remedied.

- (4) Deficient labor compliance, or federal compliance documentation.

**Section 12 Final Estimate and Payment**

- 12.1 The Engineer, after the completion of the Contract, shall make a final estimate of the amount of work done thereunder and the value of such work, and the City shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All partial payments and estimates shall be subject to correction in the final estimate and payment. The final retention payment shall not be due and payable until the expiration of forty (40) calendar days from the date of filing a Notice of Completion of the work by the City and correction of record.
- 12.2 It is mutually agreed between the parties to the Contract that no certificate given or payment under the contract shall be conclusive evidence of performance of the Contract and no payment shall be construed to be an acceptance of a defective work or improper materials.
- 12.3 The Contractor further agrees that the payment of the final amount due under the Contract shall release the City, the City's representative, the Engineer and their consultant from any and all claims or liability on amount of work performed under the Contract.

**Section 13 Progress Charts - Project Schedule**

General

The Contractor shall at least 7 days prior to the commencement of work, prepare and submit to the City Engineer for approval a progress schedule, showing the order in which, the Contractor proposes to carry on the work, the date on which he will start and contemplated dates for completing the same. The schedule shall be currently maintained with each submittal.

The Contractor shall submit an updated copy of his schedule with each invoice, and when required by major changes in the work.

**Section 14 Site Conditions and Restrictions**

All construction activities shall be limited to the hours as indicated in Section 4.16 of this section.

**Section 15 Coordination With Utilities**

15.1 The Contractor's attention is directed to the potential existence of HAZARDOUS services and underground utilities and pipelines within the project areas which include, but are not limited to, electrical and natural gas. The Contractor shall be responsible for notifying the following utility companies in advance of any work in order that they can coordinate removal of their facilities to accommodate this project. The City believes (but makes no representations) that the following utilities can be reached at the following numbers:

Verizon Telephone Co.	(562) 903-7914
Chevron Pipeline Co.	(714) 228-1530
Exxon Mobil	(323) 586-5300
Pacific Pipeline Systems	(562) 728-2800
Southern California Gas Company (W/710)	(310) 687-2032
Southern California Gas Company (E/710)	(310) 687-2032
Southern California Edison Company	(310) 608-5041
City of South Gate Water Division	(323) 563-5790
AT&T	(626) 256-7334
Golden State Water Company	(562) 907-9200
BP Pipeline (ARCO)	(323) 277-2832
Time Warner Cable	(714) 414-1420
Red Flex Traffic Systems, Inc.	(310) 642-0470
Los Angeles County Sanitation District	(562) 699-7411
Metropolitan Water District	(323) 276-7623
Walnut Park Mutual Water Company	(323) 585-7321

15.2 Utility owners, contractors of the City, or contractors authorized by the City responsible for facilities located within the limits of work shall have the right to enter upon the limits of work and upon any structure therein for the purpose of making new installations, changes, or repairs, and the Contractor shall so conduct his operations as to provide the time needed for such work to be accomplished during the progress of the improvements made by those other parties.

15.3 At least two (2) working days prior to starting work, the Contractor shall contact Underground Service Alert at 1-800-422-4133 and Red Flex. Contractor shall submit to Underground Service Alert a complete list of Thomas Brothers Map Book Pages and Grids encompassing the area of work. Contractor shall notify the Underground Service Alert of any changes as they occur to the area of work.

15.4 The following entities shall be notified at least **72 hours** in advance of any street closure or restriction to access by the Contractor. Coordination of established service schedules will be available to the Contractor at the pre-construction meeting.

	<u>Phone #</u>
1. City Engineer	(323) 563-9578
2. Post Office	(800) 275-8777
3. LA CO. Fire Department	(323) 890-4235
4. South Gate Police Department	(323) 563-5436
5. Waste Management	(800) 225-0175
6. City of Huntington Park	(323) 582-6161
7. City of Lynwood	(310) 603-0220
8. MTA (Bus Routes)	(213) 922-6000
9. Residents and business adjacent to project site.	
10. South Gate schools adjacent to project site.	

And any others that are determined by the City designates.

**Section 16 Protection of the Work, the Public and Emergency Response**

Whenever, in the opinion of the Engineer, an emergency exists, against which the Contractor has not taken sufficient precaution for the public safety protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this Contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition.

If the Contractor fails to act on the situation within a reasonable time period, the City will provide suitable protection of said interests by causing such work to be done and material to be furnished as may seem reasonable and necessary at the expense of the Contractor.

**Section 17 Claim Notification**

If the Contractor should claim that any instruction, request, drawing specification, action, condition, omission, default, or other situation obligates the City to pay additional compensation to the Contractor or to grant an extension of time for the completion of the contract, he shall notify the Engineer, in writing, of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Engineer within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the City.

**Section 18 Specification Changes**

No changes, additions or deletions will be made to these specifications and plans unless directed by the City Engineer.

**Section 19 Liquidated Damages**



The liquidated damages, as described in Section 6-9 of the Standard Specifications for Public Works construction are changed to **\$1,000** per working day.

**Section 20 Change Orders/Extra Work Format**

Contractor shall utilize format provided by City for change orders/extra work.

Section 3-3.1 of the Standard Specifications for Public Works Construction. Shall include the following to paragraph 1:

Any Extra Work performed by the Contractor without an approved Contract Change Order from the Engineer shall be at the Contractor's risk and the Contractor shall not be entitled to payment without an approved Change Order. All Extra Work shall be adjusted daily upon report sheets furnished by the Contractor, reviewed by the Engineer and signed by both parties. The daily report shall be considered thereafter as the true record of Extra Work done. New and unforeseen work will be classed as Extra Work only when said work is not covered and cannot be paid for under any of the various items or combination of items for which a bid price appears in the Bid Forms.

Section 3-3.2.1 of the Standard Specifications for Public Works Construction. Replace the first sentence with the following:

When the cost and time for Extra Work cannot be agreed upon, the City will pay for Extra Work based on the accumulation of costs as provided herein and grant additional time to the Contract duration. Extra Work shall be paid for under a written Change Order, approved by the City, in accordance with the terms therein provided. Generally, payment for Extra Work will be made at the unit price or lump sum previously agreed upon between the Contractor and the City.

Section 3-3.2.2.1 of the Standard Specifications for Public Works Construction.

The first paragraph shall be deleted and replaced with the following paragraph:

The cost of labor shall be the base hourly rates of workers performing the extra work plus a 30% Labor Surcharge added to the base hourly rates. The Labor Surcharge of 30% is also applicable to overtime base hourly rates. The Labor surcharge shall include Employer Payments of Fringe benefits, Payroll Taxes (including FICA, FUTA, SUTA, SDI and State Training), Workers Compensation Insurance, General Liability Insurance, Umbrella Insurance, Health and Welfare, Pension, Vacation, Holiday, Dues, Apprenticeship Funds, and any other cost and benefit not indicated herein. No additional compensation will be allowed.

Section 3-3.2.2.3 of the Standard Specifications for Public Works Construction.

Replace the second paragraph in its entirety with the following:

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates found in the most recent published “Caltrans Labor Surcharge and Equipment Rental Rates” from the time the Extra Work is being performed. The link to the Latest “Labor Surcharge and Equipment Rental Rates” is as follows:

[www.dot.ca.gov/hq/construc/equipmnt.html](http://www.dot.ca.gov/hq/construc/equipmnt.html)

Section 3-3.2.3.1 of the Standard Specifications for Public Works Construction.

Replace the entire paragraph with the following:

The following percentages shall be added to the Contractor’s costs and shall constitute the markup for all overhead, insurance of any type and profits on extra work performed by the Contractor:

- (1) Labor ..... 15%
- (2) Materials ..... 10%
- (3) Equipment Rental ..... 10%
- (4) Other Items and Expenditures ..... 5%

To the sum of the costs and markups provided for this subsection, one percent shall be added as compensation for bonding.

Section 3-3.2.3.2 of the Standard Specifications for Public Works Construction.

Delete the entire subsection and replace with the following:

When a subcontractor performs all or any part of the extra work, the markup established in subsection 3-3.2.3.1 shall be applied to the subcontractor’s actual cost of such work, and shall constitute its only payment for all overhead, insurance of any type and profits. The Contractor shall receive an additional markup, not to exceed five (5) percent, for all its overhead, insurance of any type and profit on the “extra work” performed by the Subcontractor.

**Section 21 Site Supervision**

The Contractor shall provide an on-site supervisor at all times when work is in progress. This supervisor shall be qualified in public works construction and site safety. The site supervisor shall be named in writing and changed only on approval of the Engineer.

**Section 22 Site Security**

The Contractor shall assume the responsibility for security of each site. This responsibility includes applicability of insurance along with indemnification of the City and loss due to vandalism, theft or illegal dumping.

**Section 23 Examination of Specifications and Site of Work**

The bidder is required to carefully examine the site, the bid proposal, exhibits, plans, specifications, and contract forms for the work to be completed. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered as to the character, type, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the Plans and Specifications, the Special Provisions and the Contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination. It should be noted that the examination shall include the type of existing pavements.

**Section 24 Water**

Contractor may utilize City water without charge from the adjacent City fire hydrants for dust control. Contractor shall utilize a City fire hydrant meter whenever he uses water, to record water use. Contractor shall be fully responsible for the City fire hydrant meter.

**Section 25 Taxes**

Bidders shall include any and all taxes in their bids. Upon request, the City will furnish manufacturer's excise tax exemption certificate to the successful bidder, as may be applicable under existing laws. It shall be the sole responsibility of the bidder to determine the applicability of any and all taxes which may or may not be due under the provisions of these specifications.

**Section 26 Other Requirements**

The Contractor is required to maintain fencing, barricades, signs, restrooms and construction equipment at the construction site free of graffiti at all times.

Upon completion of work in any specific street or location, the Contractor shall remove any survey, site or reference markings that have been painted or inked into any curb, street, sidewalk or any other permanent feature on site.

During construction, the Contractor shall maintain landscaping, sidewalks, and parkways in and around the project site in a proper manner. If pedestrian or vehicular access is obstructed, alternate paths of travel shall be provided, maintained and identified.

All costs involved in complying with all or any one for the above requirements shall be included in the unit price for the various related items of work and no additional compensation will be made, therefore.

The Contractor is to distribute two (2) “Public Notice” in English and Spanish to each resident and business affected by the project. The first notice shall be distributed ten (10) calendar days prior to the start of any work. The second notice shall be distributed at least seventy-two (72) hours prior to the start of work. A sample copy of the notice must be approved by the City. Said notice shall be attached to a red information hanger provided by the Contractor and hung on the front doorknob. The Contractor shall also coordinate with the bus services to ensure the safe operation of buses and access to bus stops in the construction area.

The Contractor shall also coordinate with the trash disposal and postal services agencies to ensure the safe operation of their vehicle and access in the construction area.

### **Section 27**     **Fire Department Requirements**

The Contractor shall provide continuous clear access to existing fire hydrants along the construction site with a minimum 20-foot space required for fire apparatus hook-up hydrants.

### **Section 28**     **Paramedics**

The Contractor shall notify the Police Department Watch Commander or Dispatcher at 323-563-5457, the LA. County Fire Department at 323-567-8580, and the MTA, South East Area at 213-922-2825, on a daily basis during the entire period construction is in progress whenever the roadways are reduced in width or blocked.

### **Section 29**     **Requirements of the Clean Air and Clean Water Acts**

**All Contractors shall be responsible for and implement Best Management Practices (BMPs) to:** (1) Retain sediments generated from the project onsite; (2) Avoid spills and discharges of construction-related materials, construction wastes, and residues to streets, draining facilities and adjacent properties; (3) Prevent non-storm water discharges such as washing construction vehicles from leaving the site, (4) Minimize erosion from slopes and channels.

The CONTRACTOR shall implement an effective combination of erosion and sediment control BMPs from Tables 12, 13, 14, 15 and 16 of Order No. R4-2012-0175 (the City’s MS4 Permit) or applicable tables from amended or successor MS4 permits to prevent erosion and sediment loss and the discharge of construction waste. BMPs must include: Erosion Controls, Sediment Controls, Non-Stormwater Management and Waste Management. BMPs must be to standards contained within the most recent versions of the *California BMP Handbook, Construction* or *Caltrans Storm water Quality Handbooks, Construction Site Best Management Practices (BMPs) Manual*. The CONTRACTOR shall inspect the construction site on an as needed basis, but no less than weekly while the project is active, to ensure

the BMPs are properly installed and maintained.

### **Section 30 Spill Prevention Plan**

The Contractor shall develop and submit within 30 days of receiving the Notice to Proceed a Spill Prevention Plan for City approval. The plan shall address implementation of measures to prevent sewage spills, procedures for spill control and containment, notifications, emergency response, cleanup, and spill and damage reporting. The Contractor shall then implement the final approved Spill Prevention Plan.

The Work of this Section will be paid for in the unit price for the various items of work and no additional compensation will be made therefore.

### **Precedence of Contract Documents.**

In resolving disputes resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

- a) Permits
- b) Change Orders or Work Change Directives
- c) Contract/Agreement
- d) Addenda
- e) Bid/Proposal
- f) Special Provisions
- g) General Provisions
- h) Project Plans and Construction Drawings
- i) Additions and Amendments to Standard Plans
- j) City of South Gate Standard Plans
- k) Other Specified Standard Plans
- l) Notice Inviting Bids
- m) Instructions to Bidders
- n) Standard Specifications for Public Works Construction
- o) Standard Plans for Public Works Construction
- p) Caltrans Standard Plans and Standard Specifications

With reference to the Drawings, the order of precedence, from highest to lowest, shall be as follows:

- q) Figures govern over scaled dimensions
- r) Detail drawings govern over general drawings

- s) Addenda or Change Order drawings govern over Contract Drawings
- t) Contract Drawings govern over Standard Drawings
- u) Contract Drawings govern over Shop Drawings

Should it appear that the Work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained on the Contract Documents, or in the event of any doubt or question arising respecting the true meaning of the Specifications, the Contractor shall apply to the Engineer for such further explanation as may be necessary and the Engineer's decision shall be final and binding.

**Submittals.**

**General.**

Within 30 Days after the Notice to Proceed has been received by the Contractor, the Contractor shall provide to the Project Manager a complete list of names and addresses of all suppliers of materials to be used on the Work.

All submittals shall be submitted prior to the start of the Work unless otherwise approved by the Engineer. No work shall begin until the construction schedule has been approved by the Engineer. The Contractor shall submit for City review and approval Shop Drawings and submittals for all long lead supplies, materials, and equipment within 5 Working Days after the Notice to Proceed letter has been issued. The Contractor shall furnish the Engineer with a statement from the vendor(s) that the order(s) for said supplies, materials, and equipment has been received and accepted by said vendor(s) within 15 Working Days of said Notice to Proceed.

No work shall begin on the respective items of work that require a submittal until the submittals for those items of work have been approved in writing by the Engineer. When submitted for the Engineer's review, Shop Drawings shall include the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings as conforming to the requirements of the Contract Documents. The following Contractor's certification shall appear on all submittals:

"It is hereby certified that the (equipment, material) shown and marked in this submittal is that proposed to be incorporated into this Project, is in compliance with the Contract Documents, can be installed in the allocated spaces, and is submitted for review.

Certified by: \_\_\_\_\_

Date: \_\_\_\_\_

A copy of each Shop Drawing and each sample as reviewed by the Engineer shall be kept in good order by the Contractor at the site and shall be available to the Engineer. A review fee of \$200 will be withheld from the Contractor's progress payment for every re-submittal after the third time a submittal has been reviewed and rejected.

**Shop Drawings.**

The following procedures will apply to Shop Drawing submittals:

- 1) The Contractor shall submit to the Engineer for review, 3 copies of all Shop Drawings. These drawings shall be complete, certified by the Contractor, and shall contain all required information in detail. The Contractor shall make any corrections to Shop Drawings required by the Engineer.
- 2) Except as may otherwise be indicated herein, the Engineer will return the submittal to the Contractor with comments noted thereon, within 14 Days following receipt by the

Engineer. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer by the third submission of a submittal item. The Contractor shall allow a minimum of 7 Days for review of submittals.

- 3) If a submittal is returned to the Contractor marked "No exceptions taken," formal revision and resubmission of said submittal will not be required.
- 4) If a submittal is returned to the Contractor marked "Make corrections noted," formal revision and resubmission of said submittal will not be required.
- 5) If a submittal is returned to the Contractor marked "Amend-Resubmit," the Contractor shall revise said submittal and shall resubmit the required number of copies of the revised submittal to the Engineer.
- 6) If a submittal is returned to the Contractor marked "Rejected-Resubmit," the Contractor shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the Engineer.
- 7) When reviewed by the Engineer, each copy of the drawings will be stamped and signed by the Engineer.
- 8) Two sets of said drawings will be returned to the Contractor.
- 9) The review of the drawings shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. The Contractor shall assume all responsibility for accuracy of data, details, and dimensions shown in the submittals.
- 10) The Contractor agrees that if deviations, discrepancies, or conflicts between Shop Drawing submittals and the Contract Documents in the form of Plans and Specifications, except as particularly noted within the submittal, are discovered either prior to or after Shop Drawing submittals are processed by the Engineer, the Plans and Specifications shall control and shall be followed.
- 11) Revisions indicated on Shop Drawings shall be considered as changes necessary to meet the requirements of the Contract Plans and Specifications and shall not be taken as the basis of claims for Extra Work. The Contractor shall have no claims for damages or extension of time due to any delay resulting from making required revisions to Shop Drawings. The review of said drawings by the Engineer will apply to general design only and will in no way relieve the Contractor of responsibility for errors or omissions contained therein nor will such review operate to waive or modify any provisions or requirements contained in these Contract Specifications or on the Contract Drawings.
- 12) Compliance certificates and weigh slips shall be provided for all aggregate base, asphalt concrete, Portland Cement Concrete, reinforcing steel, etc. Mix designs shall be submitted for asphalt concrete and Portland Cement Concrete mixes.
- 13) The Contractor shall furnish to the Engineer 8 copies of instruction and maintenance manuals and parts lists of all major equipment furnished. Data in these manuals shall cover completely all items as specified and as supplied.
- 14) Shop fabrication drawings and lay sheets are required for all steel pipelines 16 inches and greater in diameter. The drawings and lay sheets shall fully illustrate horizontal station and vertical elevation of all joints and angle points, true angular deflection at locations of combined vertical and horizontal bends, and horizontal station for pipeline appurtenances.

## **SURVEYING**

### **PERMANENT SURVEY MARKERS.**

The Contractor's surveyor shall:

#### **Survey Service.**

All survey monuments, centerline ties and survey reference points shall be protected in place or reestablished where missing or disturbed, in accordance with Section 8771 of the Professional Land Surveyor's Act (Business & Professions Code Section 8700 et seq.), prior to Project acceptance. This work will be the responsibility of the Contractor and shall be at the Contractor's sole cost and expense.

Contractor shall provide all Construction survey for the project. All construction control surveying shall be performed under the supervision of a Registered Civil Engineer or Licensed Land Surveyor at the expense of the Contractor.

Survey stakes shall be set and stationed by the Contractor's surveyor as follows:

- a) Drains – 50' intervals and change of alignment or grade
- b) Waterline – 40' intervals and change of alignment or grade
- c) Structures – 4 corners with reference elevations
- d) Rough Grade – As required to achieve cut or fill to finished grade (or flow line) as indicated on a grade sheet

Offsets and locations shall be as agreed upon. The Contractor shall transfer grade hubs for construction as the Contractor may require. The Engineer shall have the right to verify the Contractor's survey extensions, and if found deficient, the Contractor shall pay the costs therefor.

Contractor shall submit a completed "Request for Construction Staking Form" in Appendix A to the Engineer 72 hours in advance of construction work requiring such survey stakes.

All construction survey and staking costs shall be borne by the contractor and no additional compensation shall be made. Contractor shall submit cut sheet to the Engineer for approval prior to construction of such work.

#### **Payment.**

Full compensation for all Surveying Services shall be considered as included in other bid items of work and no further compensation shall be made.

#### **Lines and Grades.**

All work, including finished surfaces, shall during its progress and upon completion, conform to the lines, grades, cross-sections, elevations and dimensions shown on the Plans. All distances and measurements are given thereon and will be made in a horizontal plane. Three consecutive points shown on the same rate of slope must be used in common in order to detect any variation from a straight line. In the event any discrepancy exists, it must be reported to the Engineer. Failure to make this report shall make the Contractor responsible for any error in the finished



work. Minor deviations from approved Plans, whenever required by the exigencies of construction, shall be determined in all cases by the Engineer and authorized in writing.

**The City will provide inspection for an 8-hour day, 40-hour week - Monday through Friday ONLY- at no cost to the Contractor. If the Contractor chooses to work more than 8 hours in any given day or more than 40 hours in any given week or on Saturday, Sunday or City Holidays, the Contractor will be responsible for the entire cost for the additional inspection at rates established by the City as stipulated in 6-1. The Contractor must request and receive approval from the Engineer prior to working any overtime work that requires inspection.**

The Contractor shall also be responsible for providing the inspector's field office. The office shall be a substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. The door shall have a key type lock or padlock clasp. The office shall have heating and air conditioning and shall be equipped with a telephone, a telephone answering machine, and a fax machine at Contractor's expense. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.

#### **SITE EXAMINATION.**

The Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work, and the general and location conditions, such as, but not limited to, all other matters which could in any way affect the Work or the costs thereof. The failure of the Contractor to acquaint itself with all available information regarding any applicable existing or future conditions shall not relieve it from the responsibility for properly estimating the difficulties, responsibilities, or costs of successfully performing the Work according to the Contract Documents.

#### **FLOW AND ACCEPTANCE OF WATER.**

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising there from.

#### **Trade Names or Equals.**

*The second and third paragraphs are amended in their entirety to read as follows:*

Pursuant to Public Contract Code Section 3400(b) the City may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name as "sole sources."

Unless specifically designated as described above, whenever any particular material, process, or equipment is indicated by a patent, proprietary, or brand name, or by the name of the manufacturer, such product shall be deemed as followed by the words "or equal." A Bidder/Contractor may offer any material, process, or equipment considered as equivalent to that indicated, unless a sole source is specified. Failure of the Bidder/Contractor to submit requests for substitution by the stipulated deadline shall be deemed to signify that the Bidder/Contractor

intends to furnish one of the brands named in the Special Provisions, and the Bidder/Contractor does hereby waive all rights to offer or use substitute materials, products, or equipment for that which was originally specified.

Deadline for receipt of Substitution Requests shall expire at 5:00 PM, 7 Days before the date of bid opening published in the Notice Inviting Bids.

The burden of proof as to the comparative quality and suitability of alternative equipment or materials shall be on the Bidder/Contractor. The Bidder/Contractor shall, at its expense, furnish data concerning items offered by it as equivalent to those specified. Such data shall include complete calculations, technical specifications, samples, or published documents relating to the performance and physical characteristics of the proposed substitute. The Bidder/Contractor shall have the material tested as required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the item will completely and adequately fulfill its intended function.

Substitution Request Procedure - Submit a written request on Substitution Request Forms provided in the Bid Documents for proposed substitutions to Engineer prior to deadline for receipt of substitution requests. Submit proposed substitutions relating to a particular subcontract or trade in a single package. If Engineer accepts any proposed substitutions, such acceptance will be set forth in an Addendum. No substitution will be considered after the deadline for receipt of substitution requests has expired. Requests for substitutions shall be accompanied by a non-refundable cashier's check or money order for \$200 made out to City of South Gate to compensate Owner for cost of reviewing substitution request. Check shall clearly show Project name and product or service submitted for review.

Products accepted as "accepted equals" shall, in Owner's opinion, meet the following requirements:

- a) Products shall be of equal quality, substance, function and color to those listed.
- b) Products shall be standard products of a reputable manufacturer having regularly been engaged for 5 years in manufacture of products furnished.
- c) Products shall have a reputation for assuring long-lasting trouble-free service.
- d) Factory-authorized, factory-trained, and competent service personnel and stocked service parts shall be available within a 150 mile radius of the Work.
- e) Manufacturer shall be capable of certifying compliance with listed reference standards.

Products not meeting the above requirements shall, for purpose of this Contract, be deemed "inferior" even if product's only shortcoming is that Bidder/Contractor failed to submit a Substitution Request on said product prior to the stipulated deadline. Substitution of "inferior" products shall not occur except where cost savings are offered to and accepted by the Owner in the form of a Change Order.

# SOUTH GATE PARK FENCING IMPROVEMENTS

TECHNICAL SPECIFICATIONS

City Project No. 550-PRK  
CITY OF SOUTH GATE, CALIFORNIA

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## SECTION 02 41 13 - DEMOLITION AND REMOVALS

### PART 1 - GENERAL

#### 1.01 DESCRIPTION OF WORK

- A. Furnish all labor, materials, tools, equipment, appliances and necessary incidentals for the complete, demolition and removals as shown on the project plans and specifications as specified herein.
- B. Demolition and removal of existing landscape, AC paving, flatwork, chain link fencing, chain link fence fabric, chain link fencing posts/rails/fittings, backstop posts/rails/fittings, wooden backstop planks/boards, turnstile gates, maintenance gates, concrete banding, concrete walls and trees, including stumps and roots.
- C. Furnish all labor, materials, tools and equipment to repair, adjust and/or re-route existing irrigation lines, (pressure and non-pressure) when damaged or conflicts with new construction. Cap and mark non-pressure lateral lines within 5 feet of new construction.
- D. Disconnection, removal and capping of identified utilities.
- E. Temporary erosion and sedimentation control measures.
- F. All items noted for removal shall become the property of the Contractor unless otherwise noted, as salvage to be returned to the City maintenance yard.

#### 1.02 RELATED DOCUMENTS

The Standard Specifications for Public Works Construction, "Greenbook", latest edition, is reference as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the Engineer.

#### 1.03 REGULATORY REQUIREMENTS

- A. Notify affected utility companies before starting work and comply with their requirements.
- B. Conform to applicable codes for site clearing, demolition, safety of adjacent structures and improvements, dust control, run off control and disposal.
- C. Obtain required permits from authorities. The Contractor shall apply for and obtain all construction permits from outside agencies as needed to complete the site improvements. All fees for permits required by the agencies shall be paid by the Contractor.
- D. Roadway or sidewalk obstructions or closures will not be allowed without permits.

- E. Traffic: Traffic control shall conform to the minimum standards as set out in the Work Area Traffic Control Handbook published by Building News, Inc., 3055 Overland Avenue, Los Angeles, CA 90034. The safety of the public shall be a high priority.
- F. Protection of Existing Improvements: Provide protection necessary to prevent damage to existing improvements indicated to remain in place by approved methods and/or as authorized by the Engineer and conform to Section 300-1.2 of the Standard Specifications for Public Works Construction. Protect existing utilities indicated or made known to remain traversing the job site and serving existing adjacent facilities. Improvements requiring protection include, but are not limited to, adjacent pavement, chain link fencing, chain link fencing framework, lumber backstops, walls, trees and irrigation equipment.

#### 1.04 SUBMITTALS

Submit to the Engineer, demolition and removal sequence and location and construction of barricades and fences prior to the commencement of such activities.

#### 1.05 MOBILIZATION

Mobilization shall include expenditures for all preparatory work and operations including, but not limited to, those costs necessary for the movement of personnel, equipment, supplies, and incidental to the project site; for the establishment of all facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site as well as the related demobilization costs anticipated at the completion of the project.

#### 1.06 DUST CONTROL

The Contractor at its expense shall take whatever steps, procedures, or means as are required to prevent abnormal dust conditions being caused by its operations in connection with the execution of the Work; and on any unpaved road which the Contractor or any of its subcontractors are using, excavation or fill areas, demolition operations, or other activities. Control shall be by sprinkling, use of dust palliative, modification of operations, or any other means acceptable to agencies having jurisdiction.

Unless otherwise approved by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzle at least twice each working day to keep paved areas acceptably clean whenever construction, including restoration, is incomplete.

Prior to occupation of the project site, the contractor shall submit and receive approval of a fugitive dust control plan prepared in accordance with the City of South Gate Municipal Code. In accordance with said Ordinance, the Contractor shall provide the City security in an amount sufficient to guarantee compliance with the provisions of the permit. A copy of the ordinance is available for review at the City.

#### 1.07 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 requirements of authorities having jurisdiction. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.

- B. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

## **PART 2 - PRODUCTS**

- 2.01 PRODUCTS: Furnish all labor and equipment necessary for the work. Provide materials not specifically described but required for completion of the work of this Section, as selected by the contractor subject to the approval of the Engineer.
- 2.02 All fill materials used for this work shall be approved in writing by the Engineer. Other materials used on this portion of the work shall conform to the applicable sections of the specifications or be approved in writing by the Engineer.

## **PART 3 - EXECUTION**

### **3.01 PREPARATION**

- A. Provide, erect and maintain temporary barricades and security devices such as flashers, barrier tape, fencing and signs as necessary for safety. Temporary 6' ht. fencing shall be installed where necessary around the perimeter of the project site as directed by the Engineer.
- B. Protect existing structures, lighting, appurtenances, fencing, walls, sidewalks, curbing, and improvements which are not be removed.
- C. Mark location of utilities. Maintain existing utility service.

### **3.02 DEMOLITION REQUIREMENTS**

- A. Disconnect, remove and cap utilities within demolition areas.
- B. Remove concrete structures and footings to a minimum of four feet below finished grade within area of new construction.
- C. Remove waste materials and unsuitable or excess topsoil from City property and dispose of off site in a legal manner. Any removal shall conform to Section 300-1.3.2, subsections (a), (b) and (c) of the Standard Specifications for Public Works Construction. All spoil material shall become the property of the Contractor. The Contractor shall submit a certificate of acceptance of the spoil material to the Engineer from the owner of the disposal site.
- D. Burning is not permitted on City property. Disposal of waste material shall conform to Section 300-1.3.1 of the Standard Specifications for Public Works Construction.

## **PART 4 – PAYMENT**

### **4.01 DEMOLITION AND REMOVALS**

Payment for Demolition and Removal items will be considered as included in the lump sum contract price for each bid item demolition and removal work was performed and no additional compensation will be made therefor.

**END OF SECTION**

## SECTION 03 11 13 - CONCRETE FORMWORK

### PART 1: GENERAL

#### 1.01 DESCRIPTION

- A. The General Provisions shall apply to all Concrete Formwork operations. Provide all labor, materials, tools, transportation, equipment and incidentals necessary to perform work as indicated on the Plans and as herein specified.
- B. Related Section.  
  
Section 03 30 53: Miscellaneous Concrete
- C. The Standard Specifications for Public Works Construction, "Greenbook", latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the City.

#### 1.02 QUALITY ASSURANCE

- A. Comply with all applicable local, state, federal requirements regarding materials, methods of work, and disposal of excess and waste materials.
- B. Manufacturer's directions, specifications and detailed drawings shall be followed in all cases where articles used furnish directions covering points not delineated on the Plans or Specifications.
- C. The work included in this Section shall be done to the satisfaction of the Engineer. The decision by the Engineer as to the true construction meaning of the Plans and Specifications will be final.

### PART 2: PRODUCTS

#### 2.01 MATERIALS

- A. Where finish concrete is below grade, plywood or sawed lumber formwork shall be constructed of substantial material as selected by the Contractor.
- B. Where finished concrete is above grade and scheduled to be exposed, use Plyform Class I and II B-B, EXT-DFPA.



- C. Form coating shall be a non-grain-raising and non-staining type that will not leave residual matter on the surface of the concrete or adversely affect bonding to concrete of paint, plaster, or other applied materials.
- D. Portland cement shall be Type V, ion alkali and shall conform to ASTM C150.

**PART 3: EXECUTION**

**3.01 INSTALLATION**

- A. All concrete above grade shall be cast in plywood or sawed lumber forms.
- B. Concrete below grade may be poured directly against earth in open trenches.
- C. All forms shall be constructed true to line and level, sufficiently tight to prevent leakage of mortar, and shall conform exactly to the dimensions of the finished concrete as shown on the drawings. Forms for curved surfaces shall be so constructed and placed that the finished surface shall not deviate from the arc of the curve; flat spots will not be accepted.
- D. Where studs in formwork are spaced not over 12" o.c., 5/8" minimum plywood shall be used. Where studs are spaced not over 16" o.c., 3/4" minimum plywood shall be used.
- E. Place long dimension of plywood sheets perpendicular to direction of studs.
- F. Forms and metal reinforcement shall be checked and approved by the Engineer before concrete is placed.

**3.02 REMOVAL OF FORMS**

Do not disturb or remove forms until the concrete has developed sufficient strength to safely sustain its own weight and the superimposed loads above. After concrete is placed, the following minimum time periods shall elapse before the removal of forms.

ITEM	FORMS	SHORING
Sides of walls and edge of slabs and footings	3 days	5 days

## **PART 4: PAYMENT**

### **4.01 CONCRETE FORMWORK**

Payment for Concrete Formwork will be considered as included in the lump sum contract price for each bid item the concrete formwork was preformed and no additional compensation will be made therefor.

**END OF SECTION**

## **SECTION 03 30 53 - MISCELLANEOUS CONCRETE**

### **PART 1: GENERAL**

#### **1.01 DESCRIPTION**

- A. The General Provisions shall apply to all miscellaneous concrete work operations. Provide labor, materials, tools, transportation, equipment and incidentals necessary to perform work as indicated on the Plans and as herein specified.
- B. Related Sections.  
  
Section 03 11 13 - Concrete Formwork
- C. The Standard Specifications for Public Works Construction, "Greenbook", latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the Engineer.
- D. Definitions.
  - 1. City: City of South Gate.
  - 2. Engineer: City Engineer, or the City Engineer's designated representative.
  - 3. ASTM: American Society of Testing Materials

#### **1.02 QUALITY ASSURANCE**

- A. Comply with all applicable local, state, federal requirements regarding materials, methods of work, and disposal of excess and waste materials.
- B. Manufacturer's directions, specifications and detailed drawings will be followed in all cases where articles used furnish directions covering points not delineated on the Plans or Specifications.
- C. The work included in this section will be done to the satisfaction of the Engineer. The decision by the Engineer as to the true construction meaning of the Plans and Specifications will be final.

- D. Material quality standards and testing procedures shall be in accordance with all ASTM standards and testing procedures and shall be the latest requirements.
  - 1. All tests shall be made by a testing laboratory acceptable and approved by the Engineer.
  - 2. One mechanical analysis and one decantation test shall be made of the sand and coarse aggregate proposed for the work.
- E. Reinforcing Steel: All steel shall be Grade 60 billet steel conforming to ASTM A-615.

#### 1.03 SUBMITTALS:

- A. Shop Drawings: ~~Submit for concrete slabs showing dimensioned locations and types of construction and expansion joints.~~
- B. Samples: ~~Prepare minimum 4-foot square samples of each required slab finish excluding only monolithic trowel and float finishes. Include a transverse expansion joint, scoring, and edging.~~
- C. Concrete Mix Design: Submit concrete mix design for review and approval.

### **PART 2: PRODUCTS**

#### 2.01 MATERIALS

- A. Concrete shall have a minimum compressive strength at 28 days of 2500 psi.
- B. Portland Cement shall be Type V, low alkali, and shall conform to ASTM C150.
- C. Concrete aggregate shall conform to ASTM C33. All aggregate shall be well graded and selected from a source that has a proven history of non-reactivity. Maximum aggregate size shall be 3/4 inch.
- D. Fine aggregate shall consist of washed natural sand having hard, strong and durable particles and which does not contain more than 2% by weight of clay, loam, shale, alkali, organic matter or other deleterious substances.
- E. Coarse aggregate shall consist of clean, hard, fine grained, sound crushed rock or gravel, which does not contain more than 5% by weight of flat, chip-like, thin, elongated, friable or laminated pieces. Any piece having a

major dimension in excess of two and one-half (2 1/2) times the average thickness and which will adversely affect the strength of the concrete shall not be used.

- F. Water shall be clean and free from deleterious amounts of acids, alkalis, and organic materials.
- G. Imprint pattern and color shall be as noted on the plan under construction materials schedule.
- H. Each component of the concrete mix shall be supplied from the same source for the entire project.

2.02 PROPORTIONS AND MIXING

- A. The concrete shall be composed of cement, sand and coarse aggregate in the proportions as determined by the testing laboratory. Cost of mix design shall be borne by Contractor.
- B. Slump: Adjust quantity of water so concrete at time of placing does not exceed the following slumps when tested according to ASTM C143. Use the minimum water necessary for workability required by part of structure being cast.

Part of Structure	Maximum Slump Inches	Maximum Water-Cement Ratio
Footings, foundation walls, and mass concrete, not reinforced	4	0.6
Slabs on grade, reinforced and non-reinforced	3	0.45
Reinforced concrete over 8" thick	4	0.5
Reinforced concrete 8" or less thick	4-1/2	0.5
All other concrete	4	0.5

- C. The concrete shall be mixed as follows:
  - 1. Each transit mixer shall be equipped with automatic devices for recording the number of revolutions of the drum prior to completing the mixing, with peripheral drum speed of approximately 200 feet per minute.
  - 2. Transit-mix concrete shall be mixed for a period of not less than ten (10) minutes. At least three (3) minutes of the mixing period shall be immediately prior to discharging at the job.

3. Transit-mix concrete shall not be delivered to the work with the total specified amount of water incorporated therein. Two (2) gallons of water per cubic yard shall be withheld, and may be incorporated in the mix, before the concrete is discharged from the mixer truck.
4. The concrete, at time of placing, shall be in such condition that it can be properly placed.

## 2.03 MISCELLANEOUS CONCRETE

- A. Concrete band

## **PART 3: EXECUTION**

### 3.01 PLACING CONCRETE

- A. Before the placing of any concrete, all forms shall be thoroughly cleaned and wet. Concrete shall be poured into forms immediately after it is mixed, so that no separation will occur. No concrete which has stood for more than fifteen (15) minutes after leaving the mixer shall be used. Concrete shall be rejected if not placed in its final position within ninety (90) minutes after water is first added to the batch.
- B. Maximum free drop of concrete shall not be more than 5'-0". Use tremies in deep sections.
- C. The location of all stoppages shall be approved by the Engineer.
- D. The flow surface of the freshly poured concrete shall be level whenever any pour is stopped and tight dams shall be built as necessary to accomplish this result. Construction joints shall be made only when unavoidable, and then only at the point determined by the Engineer. Details of such joints shall be as directed by the Engineer.
- E. Before the placing of any concrete, the surface of the previously poured concrete shall be clean, wet and free of oil or any other contamination.
- F. Install concrete and cement finish work true to lines, dimensions, levels, and finish with smooth unblemished surfaces for exterior finishes specified on Plans.
- G. Remove and replace defective concrete or cement work with new materials. Permission to patch any defective area shall not be a waiver of

the right of the City to require complete removal of defective work if patching does not restore quality and appearance of work.

- H. No advertising impression, stamp, or mark of any description will be permitted on surface of concrete or cement finish.

### 3.02 CONCRETE FINISH

- A. Compact and tamp concrete as specified to bring 3/8" of mortar to surface, wood float to straight edges and screeds, and apply following finishes. Do not use steel or plastic floats of any kind for initial floating operations. Unless otherwise specified, do not apply finishes until surface water disappears and surface is sufficiently hardened. Remove any bleed water and laitance as it appears.
- B. The color for concrete paving shall be as shown on plans.

### 3.03 EXPANSION AND CONTROL JOINTS

- A. Expansion joint material shall be as noted on the Plans.
- B. Locate expansion and control joints to least impair the strength and appearance of the structure. In no case place an intersecting construction joint in such a way that two intersecting walks are separated by a construction or control joint at the point of intersection. Transition curves shall be part of a continuous pour of the intersection slab.
  - 1. Expansion joints shall be a maximum of twenty feet (20') apart, with control joints a maximum of ten feet (10') from expansion joints. Exception to this are specialty work joints which will be laid out as shown on the Plans.
  - 2. The Contractor shall obtain the Engineer's approval of layout showing proposed location of joints before pouring concrete.
- C. Caulking of expansion joints where called for on the Plans shall be done with a non-tracking, multi-part flow type, self-leveling, polyurethane sealant manufactured by Chem-Seat, Grace, 3-H or approved equivalent.
  - 1. Color shall match the color of the concrete where the expansion joint occurs unless shown otherwise on the plans.
  - 2. Caulking shall be done by an experienced applicator in a workmanlike manner, in smooth straight runs, after thoroughly cleaning and priming joints.

3. All work shall be done in strict accordance with manufacturer's printed recommendations. Do not permit traffic to travel over seated joints until sealer has fully cured.

#### 3.04 QUALITY CONTROL

- A. Smoothness tolerance exterior concrete finish surfaces shall be of such smoothness and evenness that they shall contact the entire length of a 10' straight edge laid in any direction, with an allowable tolerance of 1/8 inch. Any operations necessary to achieve this result shall be performed by the Contractor at no additional cost to the City.
- B. Inspections will be provided as necessary. Call for inspection two (2) working days prior to need.
- C. The Contractor shall call for inspection during specific phases of construction. They shall include:
  1. All form work prior to pouring.
  2. All footings prior to pouring.
  3. Subgrade prior to pouring.
  4. Drag form approval.
  5. At beginning of imprinting.
- D. Contractor shall notify the Engineer twenty-four (24) hours prior to pouring any concrete.
- E. Any work covered prior to inspection shall be opened to view by the Contractor at his expense.

#### 3.05 TESTING

- A. Compression tests of concrete shall be made as required by the Building Code except that compression tests of any grade of concrete shall be made whenever the quantity of that grade used in the project exceeds 25 cubic yards. At least two identical cylinders of each grade of concrete shall be taken of each 100 cubic yards of concrete or fraction thereof placed in the work. The cylinders shall be tested in a testing laboratory and test reports submitted to the City.



- B. Storage of test cylinders on the site and after delivery to the testing shall be in accordance with ASTM Designation C31.
1. Should the strength by test fail, the mix shall be adjusted so that the resulting concrete shall comply with the minimum requirements, and all additional expense resulting from such adjustment shall be borne by the Contractor.
  2. Should the strength of any grade by test fall below minimum, concrete from the defective pours which is in place may be tested by the core method. If such tests show the concrete to be defective, the concrete shall be removed and replaced or adequately strengthened as required under the governing Code. All expenses involved shall be borne by the Contractor.
  3. Testing of concrete shall be at the discretion of the Engineer.

#### **PART 4: PAYMENT**

##### **4.01 MISCELLANEOUS CONCRETE**

Payment for Miscellaneous Concrete will be considered as included in the lump sum contract price for each bid item the work as preformed and no additional compensation will be made therefor.

**END OF SECTION**

## SECTION 05 73 13 – ORNAMENTAL TUBULAR STEEL FENCES

### PART 1: GENERAL

#### 1.01 DESCRIPTION

Tube Steel Fence

#### 1.02 RELATED SECTIONS

- A. Section 03 11 13 – Concrete Formwork
- B. Section 03 30 53 – Miscellaneous Concrete
- C. The Standard Specifications for Public Works Construction, “Greenbook”, latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the “Greenbook”, unless otherwise determined by the City.

#### 1.03 SUBMITTALS:

- A. Shop Drawings: Layout of fence and gates with dimensions, details and finishes of component accessories and post foundations.
- B. Product Data: Manufacturer’s catalogue cuts indicating material compliance and specified options.
- C. Samples: Color selections for finishes. If requested, samples of materials, (e.g. finials, caps, and accessories).

### PART 2: PRODUCTS

#### 2.01 MANUFACTURER

- A. Products from qualified manufacturers having a minimum of 5 years experience manufacturing ornamental picket fencing.
- B. Ornamental Picket Fence:  
Style: Per detail - see plans  
Height: Per detail – see plans

## 2.02 TUBE STEEL PICKETS, RAILS AND POSTS

- A. Pickets: Per plans
- B. Rails: Per plans
- C. Posts: Per plans
- D. Apply cold zinc galvanizing compound to coat all damaged galvanized finish or field welds
- E. Finish; Hot-dip Galvanized
  - 1. In accordance with ASTM A123 Grade 85, for steel and iron products; use ASTM A153, Class B2, for steel and iron hardware.
  - 2. Fabricate items for galvanizing in one piece in greatest extent possible for separate panels. Field welding of galvanized main components will not be permitted.
  - 3. Surfaces shall be free of icicles, spangles and puddling. Provide venting holes at all enclosed sections; Drilled holes are acceptable. Locate venting holes at a low point to prevent rainwater from entering and standing water. See drawings and schedules for extent of steel items to be provided with a galvanized finish.

## PART 3: EXECUTION

### 3.01 EXAMINATION

- A. Verify areas to receive fencing are completed to final grades and elevations.
- B. Ensure concrete alignment and elevations are clearly established.

### 3.02 INSTALLATION

- A. Install fence in accordance with these plans and specifications.
- B. Space posts uniformly at 8' on center unless otherwise indicated.
- C. Concrete Set Posts: All post will be set in a concrete footing as indicated in detail. Construct concrete footing as indicated in detail.
- D. Gate Posts and Hardware: Not applicable on this project

- E. Check each panel for vertical and top alignment, and maintain in position during placement and finishing operation.
- F. Permanently attach caps to the tops of all pickets and posts to prevent removal.

### 3.03 CLEANING

Clean up debris and unused material and remove from site.

## **PART 4: PAYMENT**

### 4.01 TUBULAR STEEL FENCE

Payment for Tubular Steel Fencing will be considered as included in the lump sum contract price for each bid item the work as preformed and no additional compensation will be made therefor.

**END OF SECTION**

## SECTION 12 93 00 – SITE FURNISHINGS AND MISCELLANEOUS MATERIALS

### PART 1 – GENERAL

#### 1.01 DESCRIPTION

- A. Provide all labor, materials, tools, transportation and incidentals to provide and install Site Furnishings and Miscellaneous Materials as indicated on the Plans and as herein specified.
- B. Related Section.  
Section 033053: Miscellaneous Concrete  
Section 031113: Concrete Formwork
- C. The Standard Specifications for Public Works Construction, “Greenbook”, latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the “Greenbook”, unless otherwise determined by the City.

#### 1.02 QUALITY ASSURANCE

- A. Shop Drawings: Provide shop drawings for each component and each item of site furniture. Shop drawings shall indicate layouts, component locations, dimensions, set-backs, details of assembly, anchors, footing details and all appurtenances required to assemble components. Three (3) sets of shop drawings shall be submitted to the City within twenty-one (21) calendar days after award of contract.
- B. Product Data: Provide data on all site furnishings, equipment and materials, including accessories, utility characteristics, connection requirements and product cut-sheets. Three (3) sets of product data shall be submitted to the City within twenty-one (21) calendar days after award of contract.
- C. Manufacturer's Installation Instructions: Provide three (3) sets of the manufacturer's installation instructions to the City within twenty (21) calendar days of award after the contract.
- D. All vendors, suppliers, and manufacturer's representatives and the associated addresses, phone and fax numbers on the Plans and in the Specifications, are listed for convenience only. They are subject to change and their inclusion in no way constitutes an endorsement by the City.

### 1.03 DELIVERY, STORAGE AND HANDLING

Store and protect all site furnishings.

### 1.04 RELATED REQUIREMENTS

- A. Obtain all permits (except permanent easements) and licenses and give notice and pay for all fees necessary to complete work under this Section as delineated or specified at no additional cost to City.
- B. Manufacturer's directions, specifications and detailed drawings will be followed in all cases where the articles used furnish directions and cover points not delineated on the Plans or in the Specifications.
- C. The Specifications only indicate the quality and workmanship to be performed rather than a detailed description of the performance of the work. Install said site furnishings, materials and equipment in such a manner that they will operate efficiently and evenly.
- D. In the event of any discrepancies between the Plans and the Specifications, the final decision as to which will be followed shall be made by the Engineer, or his designated representative. In the event the installation is contradictory to the direction of the Engineer; the installation shall be rectified by the Contractor at no additional cost to City.

### 1.05 REGULATORY REQUIREMENTS

- A. The work shall conform to Americans with Disabilities Act (ADA), U.S. Consumer Product Safety Commission-Public Playground Handbook for Safety and California Disabled Access Regulations-Title 24. The Contractor shall be responsible for compliance and provide written documentation for compliance to the Engineer upon installation of all equipment and material governed by said regulations.
- B. All work shall conform to the City standards for public construction and any other agency's standards for public construction having jurisdiction over the work.
- C. Provide certificate(s) of compliance from authority(s) having jurisdiction over the work. The certificate(s) shall indicate approval of products and their installation. Comply with all applicable local, state, federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

### 1.06 SAMPLES AND SUBSTITUTIONS

- A. All workmanship, equipment, materials, and articles incorporated shall be the best available grade of their respective kind.
- B. Provide a sample of each component specified. Accepted samples may be used in the Work.

Submit three (3) sets of a typewritten list of equipment and materials as specified to the Engineer within twenty-one (21) days after award of contract. This list shall give the name, model number, and manufacturer, and shall be accompanied by cut sheets or reproductions of catalog pages for all of the equipment and material to be installed.

- C. Substitutes must be approved a minimum of 10 days prior to the bid date. Any approval of alternate manufacturer shall be through an addendum prior to the bid date and shall not be allowed without written notification.

Alternate suppliers shall meet the requirements of the specified product and shall provide proof of equivalency.

- D. Approval of substitutions will not relieve the Contractor from complying with the requirements of the Contract Documents, Plans and Specifications. Pay at Contractor's sole expense for all changes caused by approved substitutions which affect other items of work.

## **PART 2 – PRODUCTS**

### **2.01 MATERIAL**

- A. Whenever a material or process is delineated or specified by patent, proprietary name or process, or manufacturer's name, such specifications are used for the purpose of facilitating the description of material or process desired.
- B. Information pertaining to the product as to the manufacturer, material, model, color, finish, etc. is shown on the plan.

### **2.02 COMPONENTS**

- A. Poly Cap Fence Guard
- B. Backstop Replacement Planks/Boards

## **PART 3 – EXECUTION**

### **3.01 EXAMINATION**

- A. Verify site conditions and surfaces are ready to receive work.
- B. Verify that layout and site are compatible.

### **3.02 PREPARATION**

- A. Layout and stake locations of components for approval by Engineer prior to installation.
- B. Review layout requirements with other affected work.

### **3.03 INSTALLATION**

- A. Install in accordance with City standards and manufacturer's instruction.
- B. Provide concrete footings for site furnishings as detailed on the Plans or as herein specified.
- C. All items listed under part 4, payment and the price bid for each item shall be installed as shown on the construction plans, construction details, and as specified herein.

### **3.04 SITE CONDITIONS**

Promptly repair damage to facilities caused by construction operations.  
Cost of repair at Contractor's sole expense.

## **PART 4 – PAYMENT**

### **4.01 POLY CAP FENCE GUARD**

Payment for Poly Cap Fence Guard will be made at the contract unit price per lineal foot (LF) as set forth in the bid schedule.

### **4.02 BACKSTOP REPLACEMENT PLANKS**

Payment for the removal, replacement and painting of all backstop replacement planks/boards will be considered included in the lump sum contract price for each bid item the work was preformed, and no additional compensation will be made therefor

**END OF SECTION**



## **SECTION 32 31 13- CHAIN LINK FENCE**

### **PART 1: GENERAL**

#### **1.01 DESCRIPTION**

- A. The General Provisions shall apply to all Chain Link Fence work. The Contractor shall provide all labor, materials, tools, transportation, equipment and incidentals necessary to perform work as indicated on the Plans and as herein specified.
- B. Related Sections.
  - 1. Section 02750: Miscellaneous Concrete
- C. The Standard Specifications for Public Works Construction, "Greenbook", latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the Engineer.
- D. Definitions.
  - 1. City: City of South Gate
  - 2. Engineer: City Engineer or the City Engineer's designated representative.
- E. All vendors, suppliers, and manufacturer's representatives and the associated addresses, phone and fax numbers on the Plans and in the Specifications are listed for convenience only. They are subject to change and their inclusion in no way constitutes an endorsement by the City.

#### **1.02 QUALITY ASSURANCE**

- A. Comply with all applicable local, state, federal requirements regarding materials, methods of work, and disposal of excess and waste materials.
- B. Manufacturer's directions, specifications and detailed drawings shall be followed in all cases where articles used furnish directions covering points not delineated on the Plans or Specifications.

C. The work included in this section will be done to the satisfaction of the Engineer. The decision by the Engineer as to the true construction meaning of the Plans and Specifications will be final.

D. Perform Work in accordance with ANSI/ASTM F567 and manufacture's specifications.

### 1.03 REFERENCES

A. ANSI/ASTM A123 - Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products.

B. ANSI/ASTM F567 - Installation of Chain Link Fence.

C. ASTM A116 - Zinc-Coated (Galvanized) Steel Woven Wire Fence Fabric.

D. ASTM A120 - Pipe, Steel, Black and Hot Dipped Zinc Coated (Galvanized) Welded and Seamless, for Ordinary Uses.

E. ASTM A153 - Zinc Coating (Hot Dip) on Iron and Steel Hardware.

F. ASTM A392 - Zinc-Coated Steel Chain-Link Fence Fabric.

G. ASTM C94 - Ready-Mixed Concrete.

H. Chain Link Fence Manufacturers Institute (CLFMI) - Product Manual.

I. FS RR-F-191 - Fencing, Wire and Post Metal (and Gates, Chain Link Fence Fabric, and Accessories).

### 1.04 SYSTEM DESCRIPTION

A. Construct all chain link fencing items including but not limited to fencing, gates, dugouts, back stops, etc.

B. Fence Height: As indicated on the Plans.

C. Line Post Spacing: At intervals not exceeding ten (10) feet.

### 1.05 SUBMITTALS

A. Contractor to submit the following samples and product data for galvanized and PVC color coated chain link fencing for City approval prior to ordering of materials. Submit sample within 21 calendar days of notice to proceed. Contractor to certify that furnished material meets specification requirements.

1. Shop Drawings: Indicate plan layout, spacing of components, post

foundation dimensions, hardware anchorage, and schedule of components.

2. Product Data: Provide data on fabric, posts, accessories, fittings and hardware.
3. Submit two (2) samples in the required finish specified herein of the following:
  - a. 12" square of fabric.
  - b. 6" length of each type and size of end and line posts.
  - c. 6" length for each size of bottom and top rails.
  - d. Each fitting and accessory.
4. Manufacturer's Installation Instructions: Indicate installation requirements for post foundation, anchor bolt templates, gates, fabric and all appurtenances.

#### 1.06 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the products specified in this Section with a minimum of five (5) years documented experience.
- B. Installer: Company specializing in installation of chain link fencing with a minimum of five (5) years documented experience.

#### 1.07 MATERIALS AND FIELD MEASUREMENTS

- A. It is strongly suggested that the contractor familiarize himself with the work to be performed to successfully execute the proposed improvements as indicated on the Plans prior to providing a bid estimate. Prior to bid, the contractor shall field verify lengths, dimensions and quantity of materials necessary to implement these improvements. Any questions or clarifications of improvements shall be immediately brought to the attention of the Engineer. Failure to do so will not relieve the Contractor of his responsibility to correct any improper installation.

### **PART 2: PRODUCTS**

2.01 General. All materials and fittings shall be new, and all ferrous materials shall be coated in accordance with section 210-3 Galvanizing of the "Greenbook".

- A. Finish: All steel components to be Galvanized.

- B. The base material for the manufacture of steel pipe used for posts, braces, top rails, and gate frames shall conform to the requirements of ASTM F 1083, Schedule 40, for Class 1 or ASTM A 569 for Class 1A. Class 1A steel shall have a minimum yield strength of 345Mpa (50,000 psi). All unit weights shall be subject to the standard mill tolerance of plus or minus 5 percent (see section 206-6.2 Materials for Posts, Rails, and Braces and Table 206-6.2 (A) in the "Greenbook").
- 2.02 Posts. Posts shall have a total length of not less than the depth of the concrete footing, as specified herein, plus the length required above ground. Where no top rail is required, pipe posts shall be fitted with suitable caps.
- 2.03 Top Rails. Top rails shall be furnished in random lengths of approximately (20 feet) where required.
- 2.04 Galvanized Fabric. Chain link fabric shall conform to the requirements of ASTM A 392. The fabric shall be 3.8mm (9-gauge) for all fences.
- A. Chain link fabric shall be woven into approximately (2-inch), or (1-inch) mesh, as stated on plans, and galvanized either prior to or after fabrication, unless otherwise specified.
  - B. Fabric shall have knuckled finish on top and bottom edges.
- 2.05 PVC Color Coated Chain Link Fabric. PVC Color Coated Chain Link Fabric shall be (9 gauge)
- A. PVC Color Coated Chain link fabric shall be woven into approximately (1  $\frac{3}{4}$ -inch) or (1-inch) mesh, as stated on plans. The PVC coating shall be thermally fused to the metallic coated steel. Refer to Plans for color.
  - B. Fabric shall have knuckled finish on top and bottom edges.
- 2.06 Tension Wires and Fabric Ties. Tension wires shall be at least (7-gauge) galvanized coil spring steel wire.
- A. Ties used to fasten the fabric to posts, rails, and gate frames shall be not smaller than 3.1mm (9-gauge) galvanized steel, (6-gauge) aluminum wire, or approved noncorrosive metal bands.
  - B. Tension bars used in fastening fabric to end and corner posts and gate frames shall be galvanized high carbon steel bars not smaller than (3/8 inch) by 19mm (3/4 inch).

- 2.07 Truss or Tension Rods. Truss or tension rods used in trussing gate frames and line posts adjacent to end corner, slope or gate posts shall be adjustable (3/8-inch)-diameter galvanized steel rod. When used in trussing line posts, adjustment shall be provided by means of galvanized turnbuckles or other suitable tightening devices.
- 2.08 Fittings. All required fittings and hardware shall be galvanized.
- A. Couplings to connect the individual lengths of top rail shall be of the outside sleeve type and at least 7 inches long. The bore of the sleeves shall be sufficiently true to maintain adjacent lengths of rail in alignment.
- B. Caps shall be cast steel galvanized sized to post diameter with a set screw retainer. Caps designed to fit securely over the posts and carry a top rail where specified.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Procedures.
1. Install framework, fabric, accessories and gates in accordance with ANSI/ASTM F567 and manufacturer's instructions.
  2. Set gates and posts plumb, in concrete footings with top of footing 6 inches below finish grade. Slope top of concrete for water runoff.
  3. Line Post Footing Depth Below Finish Grade: ANSI/ASTM F567.
  4. Corner, Gate and Terminal Post Footing Depth Below Finish Grade: ANSI/ASTM F567.
  5. Brace each gate and corner post to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail, one bay from end and gate posts.
  6. Provide top rail through line post tops and splice with 6-inch-long rail sleeves.
  7. Stretch fabric between terminal posts or at intervals of 100 feet maximum, whichever is less.
  8. Position bottom of fabric no more than 2 inches above finished grade.

9. Fasten fabric to top rail, line posts, braces, and bottom tension wire with tie wire at maximum 15 inches on centers.
  10. Attach fabric to end, corner, and gate posts with tension bars and tension bar clips.
  11. Provide concrete center drop to footing depth and drop rod retainers at center of double gate openings.
  12. Install fabric toward field side of fence.
- B. Top and Bottom Rails
1. Fence shall have top and bottom rails.
  2. Top rails shall run continuously through post caps.
- C. Fabricate all fabric, posts, gates, brackets and accessories prior to delivery to site. Align fence panels and gates between posts and firmly attach per plan details. Ensure fabric, gates, and posts remain plumb.

### 3.02 INSTALLATION TOLERANCES

- A. Maximum Variation from Plumb: 1/4 inch.
- B. Maximum Offset from True Position: 1 inch.
- C. Components shall not infringe on adjacent property lines.

### 3.03 GATE INSTALLATION

- A. Install gates plumb, level and secure for full opening without interference.
- B. Attach hardware by means which will prevent unauthorized removal.
- C. Adjust hardware for smooth operation.

### 3.04 CLEANING

Clean up debris and unused material, and remove from site.

## ***PART 4: PAYMENT***

### 4.01 CHAIN LINK FENCING & GATES

Payment for Chain Link Fencing and Gates will be considered as included in the lump sum contract price for each bid item the work was performed and no additional compensation will be made therefor.

#### 4.02 PVC COLOR COATED FENCING & GATES

Payment for PVC Color Coated Chain Link Fencing and Gates will be considered as included in the lump sum contract price for each bid item the work was performed and no additional compensation will be made therefor.

**END OF SECTION**