



THE WATERSHED CONSERVATION AUTHORITY

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**REQUEST FOR PROPOSALS –  
VALUE-ENGINEERED DESIGN-BUILD PROJECT DELIVERY**

**For**

**DUCK FARM PHASE 1A – STEP 2**

**2018-DF\_P1AS2**

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**PROJECT LOCATION:**

**12936 Valley Boulevard, La Puente, CA 91746**

**October 5, 2018**

Prepared by:  
Watershed Conservation Authority  
100 N. Old San Gabriel Canyon Road  
Azusa, CA 91702

**NOTICE TO PROPOSERS:**

1. **In lieu of Bid bond, a notarized letter of commitment to a Not-to-Exceed lump sum contract amount of \$4,000,000 addressed to the Watershed Conservation Authority is required.**
2. **Proposed Bid Schedule & Value Engineering Recommendations must be received by 5:00 pm, October 11, 2018**
3. **Letters of Commitment and remaining proposal components must be received by 3:00 P.M., October 12, 2018 -**

E-mail required documents to Larry Smith @ [larry@atlasgreenworks.com](mailto:larry@atlasgreenworks.com)

***Project number:  
2018-DF\_P1AS2***

***BASELINE CONDITIONS AS DESCRIBED IN BID SET JUNE 2018***

**SPECIAL PROVISIONS/SPECIFICATIONS  
FOR  
DUCK FARM PHASE 1A – STEP 2**

**Prepared by:**

**Watershed Conservation Authority  
100 North Old San Gabriel Canyon Road  
Azusa, CA 91702**

**The WCA is a Joint Powers Authority of the  
Rivers and Mountains Conservancy  
and  
Los Angeles County Flood Control Districts**

**And under the supervision of:**

**Larry E. Smith, Construction Manager  
(818) 424-6582**

**Contact:**

**Deborah Enos  
Project Manager  
(626) 815-1019 x112**

**Plans Prepared By:  
AECOM**

**Revised Plan Set Prepared By:  
BLUEGREEN Consulting**

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**Project No. 2018-DF\_P1AS2**  
**Watershed Conservation Authority**  
**OCTOBER 5, 2018**

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## **SECTION A: REQUEST FOR “MODIFIED VALUE-ENGINEERED DESIGN-BUILD NOT-TO-EXCEED PROJECT DELIVERY” PROPOSALS**

For DUCK FARM PHASE 1A – STEP 2 Project No. **2018-DF\_P1AS2**

**Watershed Conservation Authority  
100 North Old San Gabriel Canyon Road  
Azusa, CA 91702**

As a result of the fact that the previous bid solicitation process for Duck Farm Phase 1A-Step 2 that took place from August 3 to September 20, 2018, did not yield a single qualifying and responsive bid, the WCA is now requesting proposals from two (2) pre-qualified design-build construction firms – Los Angeles Engineering and Fast-Track Construction. This alternative solicitation process was necessitated by the following: 1) the lack of a qualifying and responsive bid from the initial process; 2) from the following feedback that was received from the prospective bidders that attended the mandatory pre-bid walk, but did not submit a bid. This feedback included the following: 1) could not demonstrate experience with RFB scope of work; 2) did not have internal capacity to perform enough of the work; 3) too busy to be able to complete construction within the required timeline; 4) firm too small to meet the bonding requirements; 5) too much of the materials were identified as “Owner Furnished Items (OFI’s)”, thereby impacting their competitiveness and ability to recover sufficient overhead and profit to justify the risk; 6) not enough estimating resources to prepare a fully responsive bid package relative to other higher value projects; 7) challenges with understanding the construction documents; and 8) challenges with accountability for their work relative to work previous completed (existing conditions) in Phase 1A-Step1.

In addition, given the fact that the only bid received was 340% greater than the engineer’s estimate, there is a demonstrable need to utilize an alternative method of project delivery that can reduce project costs while expediting project completion.

As a result of this feedback and need, this new solicitation is a modified “sole source design-build” solicitation. The California State Public Contract Code (PCC) does provide authorization for various local agencies to utilize the “...design-build method of project delivery, using a best value procurement methodology...”. (PCC Code 22160). The “sole source” element is further justified by the fact that the traditional low bid procurement methodology results did not result in any responsive bids that came close to the engineer’s estimate, and the feedback pointed to a very limited pool of available and qualified contractors. The final element of that justification is the fact that any construction firm selected for this project will need to have the design capacity to do the necessary value-engineering – in consultation with the WCA, of course – to ensure that this project can be constructed within its budget limitations. There were only two (2) firms that attended the mandatory bid walk from the initial bid solicitation requirement, that have the financial, contract compliance, staffing, technical expertise, and experience with the scope of work qualifications, and that expressed an interest in meeting the requirement that the construction budget not exceed \$4,000,000, not including WCA non-construction costs, very limited WCA purchase services and items, and work required to be conducted by public utilities. Those two (2) firms, as identified above, are Los Angeles Engineering and Fast-Track Construction.

Therefore, the WCA is inviting those firms to submit a proposal to provide “value-engineering design-build services” in the context of a not-to-exceed lump sum contract valued at \$4,000,000.

**The starting point for this process are the complete set of construction documents, specifications and all other components that remain available for download at ARC Public Planroom by going to: [www.crplanwell.com](http://www.crplanwell.com). Click on: Public Planroom. Then find the project name: Duckfarm.**

The scope of work for the project remains the same. The project will transform Watershed Conservation Authority (WCA) property - located at 12936 Valley Blvd., La Puente, CA 91746 - on both sides of the 605 freeway and adjacent to the San Gabriel River into a passive public park and greenway. The WCA will, for the purpose of creating a passive recreation native habitat park reconnecting the community with nature and the San Gabriel River, develop landscaping and walkways for pedestrian use and amenities that include: shade structures, benches, picnic tables, decorative walls, interpretive kiosks, demonstration garden, ornamental ironwork and fencing, parking lot, area lighting, irrigation system, restroom facility, river overlook and bioswale/dry streambed and riparian habitat and walkways/trails. The landscaping will be composed of native plants and the onsite bioswales, dry streambed, wet meadows and permeable parking lot and trail system will

percolate stormwater and low flows back into the groundwater table. The park signage shall be decorative, interpretive, regulatory as well as wayfinding.

The direction to the said two (2) design-build construction firms is prepare proposals for a total project construction value not-to-exceed \$4,000,000 that would not substantially reduce the presence or quantity of the following project elements as currently represented in the construction documents:

1. Landscape and Irrigation
2. Upper Riparian Stream
3. Extent of Paving
4. Interpretive Elements/Signage
5. Overhead Structures
6. Parking
7. Pedestrian Seating
8. Site Furnishings
9. Tunnel Improvements

The proposal may contain recommendations for value engineering that can reduce costs in the following areas:

1. Overhead Structures, e.g. material and design changes
2. Pedestrian Seating (Seat Walls), e.g. material and design changes
3. Lighting/motion sensors/security, e.g. device specifications and presence/absence of devices
4. Paving, e.g. materials
5. Overhead Structures – structural support and cover elements
6. Decorative Metal Fabrication for Overhead Structures, Overlook Guardrails, Interpretive Signage, Gates, and Fencing

Such recommendations must be accompanied by enough design representation and quotation back-up documentation to adequately characterize the proposed change and resultant cost savings. Additional recommendations can be made for cost savings related to mobilization, restroom construction, and utility relocation.

Selection of a contractor will be made using the “best value selection method”. As such the following criteria and selection procedures will be used:

1. Price – though a “not-to-exceed” sum of \$4,000,000 has been stipulated, the “value” provided by each proposal will be considered. Proposals will be evaluated based on the totality of the project elements preserved as originally designed. Stated another way, the proposal with the fewest elements that require value engineering to meet the “not-to-exceed” cost will be considered a better value proposition and scored accordingly
2. Technical design and construction expertise
3. An acceptable safety record
4. Evidence that members of the design-build team have completed, or demonstrated the experience, competency, capability, and capacity to complete projects of similar size, scope or complexity
5. That proposed key personnel have sufficient experience and training to competently manage and complete the design and construction of the project
6. A financial statement that the design-build entity has the capacity to complete the project
7. Have appropriate licenses, registration and credentials to design and construct the project
8. Evidence that the firm has the capacity to obtain requisite payment and performance bonding, liability insurance, and errors and omissions insurance
9. Satisfactory worker’s compensation experience history, and a worker safety program

The percent weight given to each of these factors during the selection process is as follows:

- |  |   |     |
|--|---|-----|
| 1. Price/value proposition                       | = | 40% |
| 2. Technical design and construction expertise   | = | 20% |
| 3. Firm/project team experience & qualifications | = | 20% |
| 4. Financial, bonding, insurance capacity        | = | 10% |

5. Safety and worker's compensation record = 10%

The WCA reserves the right to request proposal revisions and hold discussions and negotiations with responsive proposers. Such discussions will be held between the WCA Construction Manager and/or Project Manager and key decision-making personnel from each proposer. No information provided by a proposer to the WCA representative will be disclosed to the other proposer during negotiations. This includes price, value engineering recommendations and supporting documentation, names of sub-contractors and the content of their proposals, documentation of financial capacity, safety records, project team personnel or qualifications, or any proprietary information provided as part of the proposal package.

In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the WCA has determined that the contractor shall possess a valid Class A, Class B or C-27 contractor's license at the time that the contract is awarded. If the contractor possesses only the latter, then they will need to demonstrate within the qualifications section the facility/expertise to install all elements of the Project. This may require use of specialty contractors, e.g., electrical, septic/restroom, public street curb and gutter. Failure to possess the specified license as described above shall render a Proposer's bid as non-responsive and shall bar award of the contract to any Proposer not possessing the specified license at the time of the award.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826. 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 shall not be made unless and until the Registrar of Contractors verifies to the WCA that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any Proposer 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 Board. Failure of the Proposer to obtain proper and adequate licensing for an award of the contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the Proposer. (Public Contract Code §§ 20103.5).

Proposals must be prepared on the approved bid forms in conformance with INSTRUCTIONS TO PROPOSERS and submitted via e-mail to Larry Smith, Construction Manager, at [larry@atlasgreenworks.com](mailto:larry@atlasgreenworks.com). The complete proposal package shall be submitted as a PDF. In addition, all required exhibits shall also be submitted as Word documents with the Proposed Schedule of Values submitted in the original Excel workbook format with all required cells fully populated. The proposal must be accompanied by a notarized Letter of Commitment to a not-to-exceed lump sum contract value = \$4,000,000.

Contractors and subcontractors must be registered with the Department of Industrial Relations to be qualified to proposal on, be listed in a bid proposal, except as authorized by Business & Professions Code § 7029.1 and Public Contract Code §§ 10164 or 20103.5, or engage in the performance of any work on this Project.

The WCA has determined that the proposed project is a public works project subject to the provisions of Labor Code § 1720-1861 thereby requiring the Contractor and all subcontractors to pay the prevailing wage rates for all work performed under the Contract. All persons performing the work shall be paid not less than the General Prevailing Wage Determination prepared by the Director of Industrial Relations pursuant to the State Labor Code. Copies of these wage rates are available at the principal office of the WCA and at the State of California Department of Industrial Relations website: <https://www.dir.ca.gov/public-works/prevailing-wage.html>

The successful Proposer must provide full disclosure of False Claims Act violations, labor law/payroll violations, debarments, and civil/criminal legal actions as provided in the Instructions to Proposers. Failure to complete these forms may result in a determination that the Proposer is nonresponsive and/or not responsible.

Contractor shall submit Certified Payroll Records (CPRs) with the progress payment on at least monthly basis to the Authority, at no cost to the Authority. Additionally, the Contractor is responsible for obtaining a current edition of all California statutes and regulations and adhering to the latest editions of such.

The Authority affirmatively ensures that minority business enterprises will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in consideration for an award.

The contractor and all sub-contractors will be required to comply with the requirements contained in the Watershed Conservation Authority's Labor Compliance Program approved by the DIR, and which will become part of the conformed documents. See APPENDIX B. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All pertinent California statutes and regulations, including, but not limited to those referred to in the Authority's Labor Compliance Program, are incorporated herein by reference as though set forth in their entirety. Additionally, the Contractor is responsible for obtaining a current edition of all California statutes and regulations and adhering to the latest editions of such.

WCA Construction Manager: Larry Smith  
Contact Number: (818)424-6582

**SECTION B: INSTRUCTIONS TO PROPOSERS**  
**DUCK FARM PHASE 1A - STEP 2 PROJECT NUMBER 2018-DF\_P1AS2**  
**WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA**

**B1.01 COPIES OF CONSTRUCTION DOCUMENTS**

The complete set of construction documents, specifications and all other components are available for download at ARC Public Planroom by going to: [www.crplanwell.com](http://www.crplanwell.com). Click on: Public Planroom. Then find the project name: Duckfarm.

**B1.02 INSPECTION OF SITE OF WORK**

Proposers are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of his/her examination, a Proposer finds facts or conditions which appear to him/her to conflict with the letter or spirit of the contract documents, or with any other data furnished him/her, he/she may apply to the WCA in writing in accordance with **B1.03 INTERPRETATION OF CONTRACT DOCUMENTS** for additional information and explanation before submitting his/her bid.

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

**B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE**

Proposer's attention is called to the provisions set forth in **SECTION G, GENERAL PROVISIONS**, particularly those pertaining to the contract period and liquidated damages for avoidable delays. By submitting a proposal, each Proposer agrees that the contract time is reasonable and the Proposer is capable of performing all Work within the contract time. The Contractor shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed, and shall diligently prosecute said work to completion before the expiration **150 WORKING DAYS**. The Contractor shall pay to the WCA the sum of **\$1,000.00** per day, for each and every calendar day of delay in finishing the work in excess of the number of working days prescribed above.

**B1.04 INTERPRETATION OF CONTRACT DOCUMENTS**

No oral interpretations will be made to any Proposer as to the meaning of the contract documents. Interpretations by the WCA will be in the form of addenda to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the contract documents have been issued. WCA makes no guarantee that all Proposers will receive all addenda. All such addenda shall become part of the contract. All questions shall be addressed to Larry Smith, Construction Manager, Watershed Conservation Authority, 818-424-6582.

**B1.05 PROPOSAL**

Proposals shall be made on the forms (SEE EXHIBITS) enclosed in **SECTION C** of these specifications with or without removal from the bound contract documents. All proposals shall give the prices proposed, shall give all other information requested herein, and shall be signed by the Proposer or his/her authorized representative, with his/her address. If the proposal is made by an individual, his/her name, signature and mailing address must be shown; if made by firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and mailing address of the corporation, and the name and title of the person who signs on behalf of the

corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished demonstrating the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

Each proposal shall be e-mailed to Larry Smith, Construction Manager, in PDF format. The Bid Schedule shall also be e-mailed in Excel format.

The following documents shall be submitted at the time of bid.

**Required bid form documents:**

- Proposal Form
- Bid Schedule
- Designation of Subcontractors
- References
- Debarment and Suspension Certificate
- Equal Employment Opportunity Certification
- Proposer's Information and Certification
- Non-Collusion Affidavit
- Proposer's Questionnaire
- Certification of Non-Segregated Facilities

In conformance with the Business and Profession Code, § 7028.15, the Contractor must state clearly his/her license number and expiration date. In addition, he/she shall sign a statement that these representations were made under the penalty of perjury. This statement shall be made on the PROPOSER'S QUESTIONNAIRE (SECTION C – EXHIBIT J).

**B1.06 ADDENDA**

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

**B1.07 SCHEDULE OF VALUES**

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

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

The plans and specifications for the work show subsurface conditions or otherwise hidden conditions as the Design A/E supposes or believes them to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the Contract Documents, the WCA, the Design A/E and their consultants or agents

shall not be liable for any loss sustained by the Contractor as a result of any variance of such conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in the **PROPOSED SCHEDULE OF VALUES in EXHIBIT B OF SECTION C** are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. Contractor shall be responsible for verifying all estimated quantities. Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents and shown on the plans to neat line and grade.

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

#### **B1.08 PROPOSAL GUARANTEE**

The proposal shall be accompanied by a notarized Letter of Commitment to a Not-to-Exceed Lump Sum Contract Value of \$4,000,000. This Letter of Commitment shall be valid for 90 days from the date of submittal. The proposer shall be relieved of this commitment by the ninety-first day or by the date of selection of award to another proposer, whichever is earlier.

Proposals not accompanied by such a Letter will be deemed non-responsive and will not be considered. Letters of Commitment of all PROPOSERS will be held until the successful PROPOSER has properly executed all contract documents.

#### **B1.09 WITHDRAWAL OF PROPOSAL**

A proposal may be withdrawn by a written request signed by the Proposer. Such requests must be e-mailed to the WCA's designated official prior to the proposal due date and time stipulated in **SECTION A – NOTICE TO PROPOSERS**. The withdrawal of a proposal will not prejudice the right of the Proposer to submit a new proposal, providing there is time to do so.

#### **B1.10 IRREGULAR PROPOSALS & VALUE ENGINEERING RECOMMENDATIONS**

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. HOWEVER, VALUE ENGINEERING RECOMMENDATIONS ARE ENCOURAGED IF THEY REDUCE THE OVERALL COST OF CONSTRUCTION WHILE RETAINING ALL REQUIRED ELEMENTS OF THE PROJECT SCOPE AS SHOWN ON THE PLANS. Written communications by the Construction Manager in the form of e-mails should provide any guidance as to the allowable parameters of such value engineering. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

#### **B1.11 TAXES**

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

#### **B1.12 QUALIFICATION OF PROPOSERS**

Each Proposer shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each Proposer on the Proposer's Questionnaire (SECTION C-EXHIBIT J).

Each Proposer shall possess a valid Contractor's License issued by the Contractor's State License Board at the time his/her bid is submitted. This project requires the Proposer to possess a license classification of "A", "B" or "C-27" at time of bid. If the latter SEE SECTION A, PAGE A-5 FOR ADDITIONAL REQUIREMENTS. The class of license shall be applicable to the work specified in the contract. The prime contractor or his/her subcontractor shall at minimum have five (5) years of experience in the magnitude and character of the work bid. In addition, the specifications set forth require specialty licenses, experience requirements, and required

certifications from manufacturers concerning approved installers. The apparent successful Proposer shall be required to demonstrate to the WCA's satisfaction within 10 calendar days of the bid opening that the Proposer and proposed subcontractors (whether required to be listed or not) possess these specialty licenses, experience requirements, and required certifications.

It is the intention of the WCA to award a contract to a Proposer who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient capital, facilities, and plant to enable him/her to prosecute the work successfully and properly, and to complete it within the time stated in the contract. Other criteria for selection include cost savings from proposed value engineering recommendations, and total proposed Not-to-Exceed Lump Sum Value of the proposal.

To determine the degree of responsibility to be credited to the Proposer, the WCA will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. If in the opinion of the WCA, a Proposer is determined to be insufficiently qualified, then that Proposer will not be considered for award of the contract.

All Proposers and their subcontractors must be registered with the Department of Industrial Relations to bid on, be listed on, or perform work on the Project. It is not a violation for an unregistered contractor to submit a bid that is authorized by Business & Professions Code § 7029.1 or by Public Contract Code §§ 10164 or 20103.5. Qualified contractors and subcontractors are listed on searchable database at <https://efiling.dir.ca.gov/PWCR/Search.action>.

### **B1.13 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS**

Each proposal shall have listed on the **DESIGNATION OF SUBCONTRACTORS form (SECTION C-EXHIBIT C)** the name, license number, and address of each subcontractor to whom the Proposer proposes to sublet portions of the work in excess of one-half (1/2) of one percent (1%) of the total amount of his/her bid or \$10,000, whichever is greater. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the contract documents.

### **B1.14 POSTPONEMENT OF PROPOSAL DUE DATE**

The WCA reserves the right to postpone the proposal due date and time at any time prior to the date and time announced in **SECTION A–NOTICE TO PROPOSERS**.

### **B1.15 DISQUALIFICATION OF PROPOSERS**

If there is reason to believe that collusion exists among the Proposers, none of the proposals of the participants in such collusion will be considered. In the event that any Proposer acting as a prime Contractor has an interest in more than one proposal, all such proposals will be rejected, and the Proposer will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one Proposer, and while doing so, may also submit a formal proposal as a prime Contractor.

The Contract Documents are specified to construct improvements within the Authority's Duck Farm property. It is the intention of the WCA to award a contract to a PROPOSER who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient services, except as may be provided otherwise in the Contract Documents, in comparable public works and/or parks projects.. Such experience and ability shall be documented with Section C. There are two (2) relevant forms to complete – EXHIBIT D-REFERENCES, and EXHIBIT J-PROPOSER'S QUESTIONNAIRE. Before entering into a Contract, the successful Proposer shall furnish a statement of his financial condition as may be required by the WCA.

### **B1.16 REJECTION OF PROPOSALS**

The WCA reserves the right to reject any and all proposals, to waive any irregularity, and to reject any proposals which are incomplete, obscure or irregular.

### **B1.17 EXAMINATION OF CONTRACT DOCUMENTS**

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

### **B1.18 EMPLOYMENT OF LOCAL LABOR AND BUSINESSES**

All PROPOSERS are encouraged to utilize local area subcontractors and suppliers to the extent they are available, competitive and qualified. However, no bid will be affected either positively or negatively by the inclusion or exclusion of such businesses.

### **B1.19 VALUE ENGINEERING**

Each Proposer shall submit value engineering recommendations as needed to reach the Not-to-Exceed value = \$4,000,000. Such recommendations must reference the Bid Schedule Item(s) to which it applies with adequate description for WCA to evaluate the value proposition represented by the recommendation. This can be in the form of cut sheets, drawings, text description, photographs, or any other material the Proposer feels is needed for the evaluation. The recommendation must also include the cost for the alternative item(s) and the corresponding cost savings that would be resultant from this substitution.

### **B1.20 LEGAL RESPONSIBILITIES**

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

Additionally, PROPOSERS submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the Labor Code for each craft, classification, or type of workman required, as set forth by the Director of Industrial Relations of the State of California.

### **B1.21 NON-DISCRIMINATION**

In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this paragraph and shall include in each such subcontract language similar to this paragraph.

### **B1.22 PROTECTION OF RESIDENT WORKERS**

The Watershed Conservation Authority actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

### **B1.23 AWARD OF CONTRACT**

The Contract will be awarded using the weighted selection criteria contained in Section A.. However, until an award is made, the WCA reserves the right to reject any or all proposals, and to waive technical errors or discrepancies, if to do so is deemed to best serve the interests of the WCA. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Proposer to whom it is proposed to make such an award.

Each Proposer's attention is directed to the possibility that the award of the project may be delayed for various reasons. The WCA reserves the right to delay the award of the project for 90 calendar days.

The acceptance of a proposal will be evidenced by a Notice of Award of Contract in writing, delivered by mail to the PROPOSER whose proposal is accepted. No other act of the WCA shall constitute acceptance of a proposal. The award of contract shall obligate the PROPOSER, whose proposal is accepted to furnish all required bonds, as well as evidences of insurance and execute the contract set forth herein. The successful PROPOSER will be required to furnish a Labor and Material Bond in an amount equal to one hundred percent (100%) of the Contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. Also, the successful PROPOSER will be required to submit worker's compensation insurance, and liability insurance with the contract. Surety bonds shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570 and satisfactory to the WCA.

### **B1.24 RETURN OF PROPOSAL GUARANTEES**

#### **B1.25 EXECUTION OF CONTRACT**

The contract agreement shall be executed in duplicate by the successful Proposer and returned, together with the contract bonds and evidence of insurance, within ten (10) calendar days after the notification of the contract award by the WCA in writing. In case of failure of the successful Proposer to execute the contract agreement within ten (10) calendar days after such notice, or any subsequent extension approved by WCA, the WCA at its option may consider the Proposer in default, in which case the bid bond or proposal guarantee accompanying the bid shall become the property of the WCA. After execution by the WCA, one original contract shall be returned to the Contractor.

#### **B1.26 ASSIGNMENT OF CONTRACT**

The Contract may not be assigned without the written consent of the WCA, provided that this shall not preclude the assignment of the Contract as security or the assignment of the whole or any part of the proceeds of the Contract including monies, assessment, partial assessment, reassessment, or any bonds which may be issued and represent any assessment or reassessment due or to be due under the Contract.

#### **B1.27 REGISTRATION OF CONTRACTORS**

The successful PROPOSER shall possess a State Contractor's license, Class A, Class B or C-27 at the time that a contract for this work is awarded, CONTRACTORS shall be licensed in accordance with the provisions of Chapter 9, Division 3 of the Business and Professions Code.

#### **B1.28 WCA CONTRACTOR MEETING**

The CONTRACTOR to whom the award is made will be notified to meet with the WCA's Representative for the purpose of reviewing of plans and specifications and instructions on procedures.

#### **B1.29 MODIFICATIONS PRIOR TO DATE SET FOR OPENING PROPOSALS**

#### **B1.30 FLEXIBLE BID SCHEDULE**

The WCA will evaluate the value engineering recommendations in total and incorporate substitutions at their discretion. Such substitutions will be incorporated into the Bid Schedule, and become the basis for payment on monthly invoices as per the Bidder's Instructions contained within the Bid Schedule. For non-lump sum Bid Schedule Items, in the event of differences between the quantities listed in the Bid Schedule and documented installed quantities WCA will work with the Contractor to balance out credits and debits over the course of the construction schedule such that the Not-to-Exceed \$4,000,000 contract value is not exceeded.

**B1.31 UNFAIR BUSINESS PRACTICES CLAIMS: ASSIGNMENT TO AWARDING BODY**

Pursuant to Section 7103 of the Public Contracts Code, the contract to be awarded will be defined as a "public works contract". In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

**SECTION C – PROPOSAL DOCUMENTS**  
**FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2**  
**WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA**

**EXHIBIT A: PROPOSAL FORM**

**TO THE WATERSHED CONSERVATION AUTHORITY:**

In accordance with WCA's NOTICE INVITING PROPOSALS, the undersigned PROPOSER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above-stated project as set forth in the plans, specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein for a value NOT-TO-EXCEED = \$4,000,000

The following are included and are to be considered as forming a part of this proposal: BID PROPOSAL FORM, BID SCHEDULE, DESIGNATION OF SUBCONTRACTORS, REFERENCES, DEBARMENT AND SUSPENSION CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION, PROPOSER'S INFORMATION AND CERTIFICATION, , NON-COLLUSION AFFIDAVIT, PROPOSER'S QUESTIONNAIRE, CERTIFICATION OF NON-SEGREGATED FACILITIES.

PROPOSER declares that this proposal is based upon careful examination of the work site, plans, specifications, INSTRUCTIONS TO PROPOSERS, and all other contract documents. If this proposal is accepted for award, PROPOSER agrees to enter into a contract with WCA at the unit and/or lump sum prices set forth in the following BID SCHEDULE.

PROPOSER understands that a proposal is required for the entire work, which the estimated quantities set forth in BID SCHEDULE are solely for the purpose of comparing proposals. THE WCA RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. SEE SECTION B – ITEMS 1.19 AND 1.30 FOR VALUE ENGINEERING AND FLEXIBLE BID SCHEDULE FOR DIRECTION ON HOW CONTRACT WILL BE PAID OUT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

PROPOSER agrees that the price bid for the project shall include all cost covering the performance of work, including the furnishing of labor, materials, tools, and equipment. PROPOSER further agrees that the cost of work necessary for the completion of a particular Bid Schedule item has been included in the price bid for that item unless the work is specifically included in another item; and if there is no bid item for a particular item of work, full compensation for such work shall be considered as included in the price bid for other items of work.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the WCA, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in SECTION B1.03.

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

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

State of Incorporation: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name

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

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

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

(If Company is a Corporation, provide corporate resolution per **B 1.05 PROPOSAL**.)

**SECTION C – PROPOSAL DOCUMENTS**  
**FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2**  
**WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA**

**EXHIBIT B: BID SCHEDULE**

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

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

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule (except Lump Sum units) are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and as instructed in the Proposer’s Instructions within the Bid Schedule.

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

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

NAME OF PROPOSER \_\_\_\_\_

CONTRACTOR’S LICENSE NO.: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SECTION C – PROPOSAL DOCUMENTS**  
**FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2**  
***WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA***

**EXHIBIT B: BID SCHEDULE**

**[BID SCHEDULE PROVIDED TO PROPOSERS AS SEPARATE EXCEL**  
**SPREADSHEET TO BE FULLY POPULATED BY PROPOSERS AND INSERTED INTO**  
**THEIR PROPOSAL PACKAGE]**

**SECTION C – PROPOSAL DOCUMENTS**  
**FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2**  
**WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA**

**EXHIBIT C: DESIGNATION OF SUBCONTRACTORS**

Listed below are the names and locations of the places of business of each subcontractor, supplier, and vendor who will perform work or labor or render service in excess of ½ of 1 percent, or \$10,000 (whichever is greater) of the prime contractor's total bid: DBE status, age of firm and annual gross receipts are required if subcontractor is participating as a DBE. The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein. Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ( )
DIR Registration No.		

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ( )
DIR Registration No.		

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ( )
DIR Registration No.		

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ( )
DIR Registration No.		

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ( )
DIR Registration No.		

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ( )
DIR Registration No.		

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ( )
DIR Registration No.		

**SECTION C – PROPOSAL DOCUMENTS**  
**FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2**  
**WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA**

**EXHIBIT D: REFERENCES**

The following are the names, addresses, and telephone numbers of three public agencies for which PROPOSER has performed similar work within the past 5 years. Provide as much information as PROPOSER sees as necessary to communicate that Scope of Work for each referenced project is comparable to Duck Farm Phase 1A-Step 2 Project as described in this Proposal Package. Towards that end PROPOSER MAY ATTACH ADDITIONAL SHEETS AS NEEDED:

1. \_\_\_\_\_  
Name and Address of Owner / Agency

\_\_\_\_\_

Name and Telephone Number of Person Familiar with Project

\_\_\_\_\_

Contract Amount Date Completed

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Scope of Work

2. \_\_\_\_\_

Name and Address of Owner / Agency

\_\_\_\_\_

Name and Telephone Number of Person Familiar with Project

\_\_\_\_\_

Contract Amount Date Completed

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Scope of Work

3. \_\_\_\_\_

Name and Address of Owner / Agency

\_\_\_\_\_

Name and Telephone Number of Person Familiar with Project

Contract Amount

Date Completed

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Scope of Work

**SECTION C – PROPOSAL DOCUMENTS**  
**FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2**  
**WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA**

**EXHIBIT E: DEBARMENT AND SUSPENSION CERTIFICATION FORM TITLE 49,**  
**CODE OF FEDERAL REGULATIONS, PART 29**

The Proposer under penalty of perjury, certified that except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, office manager:

is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal AGENCY;

has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal AGENCY within past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

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

*NOTE: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.*

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Name of Firm

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Name and Title of Authorized Representative

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Signature of Proposer or Authorized Representative Date

**SECTION C – PROPOSAL DOCUMENTS**  
**FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2**  
**WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA**

**EXHIBIT F: EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

THE FOLLOWING CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS SHALL BE EXECUTED BY THE PROPOSER AND EACH NON-EXEMPT SUBCONTRACTOR.

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

Company: \_\_\_\_\_

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

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

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

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

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

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

**SECTION C – PROPOSAL DOCUMENTS**  
**FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2**  
**WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA**

**EXHIBIT G: PROPOSER’S INFORMATION AND CERTIFICATION**

Proposer certifies that the representations of the proposal are true and correct and made under penalty of perjury.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

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

**AFFIRMATIVE ACTION CERTIFICATION**

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

Proposer’s Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

State CONTRACTOR’s License No. & Class: \_\_\_\_\_

Original Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

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

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal, or any firm, corporation, partnership or joint venture of which any principal having an interest in this proposal was an owner, corporate officer, partner or joint venture are as follows:

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

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

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IN WITNESS WHEREOF, PROPOSER executes and submits this proposal with the names, title, hands, and seals of all aforementioned principals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

PROPOSER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**SECTION C – PROPOSAL DOCUMENTS**

**FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2**

***WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA***

**EXHIBIT H: LETTER OF COMMITMENT TO NOT-TO-EXCEED CONTRACT VALUE =  
\$4,000,000**

**[INSERT LETTER OF COMMITMENT AS ATTACHMENT]**

**SECTION C – PROPOSAL DOCUMENTS**  
**FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2**  
**WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA**

**EXHIBIT I: NON-COLLUSION AFFIDAVIT**

TO BE EXECUTED BY EACH PROPOSER OF A PRINCIPAL CONTRACT

STATE OF CALIFORNIA                    )  
  ) §  
COUNTY OF LOS ANGELES

\_\_\_\_\_ being first duly sworn deposes and says that he is the  
\_\_\_\_\_ (sole owner, a partner, president, etc.) of  
\_\_\_\_\_ the party making the foregoing bid; that such bid  
is not made in the interest of or behalf of any undisclosed person, partnership, company, association, organization  
or corporation, that such bid is genuine and not collusive or sham, that said PROPOSER has not directly or  
indirectly induced or solicited any other PROPOSER to put in a false or sham bid, or that anyone shall refrain  
from bidding, that said PROPOSER has not in any manner, directly or indirectly sought by agreements,  
communication or conference with anyone to fix the bid price of said PROPOSER or of any other PROPOSER,  
or to fix the overhead, profit, or cost element of such bid price, or of that of any other PROPOSER, or to secure  
any advantage against the public body awarding the Contract or anyone interested in the proposed Contract;  
that all statements contained in such bid are true, and further, that said PROPOSER has not, directly or indirectly,  
submitted his bid price, or any breakdown thereof, or the contents thereof, or divulged information or data relative  
thereto, or paid and will not pay any fee in connection, therewith to any corporation, partnership, company,  
association, organization, bid depository, or to any member or AGENCY thereof, or to any other individual  
information or data relative thereto, or paid and will not pay any fee in connection, therewith to any corporation,  
partnership, company association, organization, bid depository, or to any member or AGENCY thereof, or to any  
other individual, except to such person or persons as have a partnership or other financial interest with said  
PROPOSER in his general business.

Signed: \_\_\_\_\_  
Title \_\_\_\_\_

Subscribed and sworn to and before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Seal of Notary

**SECTION C – PROPOSAL DOCUMENTS**  
**FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2**  
***WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA***  
**EXHIBIT J: CERTIFICATION OF NON-SEGREGATED FACILITIES**

The CONTRACTOR certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The CONTRACTOR certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The CONTRACTOR agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

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CONTRACTOR

Required by the May 19, 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor – 32 F.R. 7439, May 19, 1967 (F.R. Vol. 33, No. 33 – Friday, February 16, 1968 – p. 3065).

**SECTION C – PROPOSAL DOCUMENTS**  
**FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2**  
**WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA**

**EXHIBIT K: PROPOSER’S QUESTIONNAIRE**

Should the space provided not be adequate, so indicate and complete information on a separate page(s) and attach hereto. Proposer’s are required to list at least five (5) projects of comparable scope of work of a minimum of 3 acres of size in Item 6 below. Attach as many pages as necessary to adequately characterize scope of work comparable to that described for Duck Farm Phase 1A- Step 2 Project.

1. Submitted by: \_\_\_\_\_ Telephone: \_\_\_\_\_

Principal Office Address: \_\_\_\_\_

2. Type of Firm: \_\_\_\_\_

Corporate: \_\_\_\_\_ Other: \_\_\_\_\_

Individual: \_\_\_\_\_

Partnership: \_\_\_\_\_

3a. If a corporation, answer these questions:

Date of Incorporation: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

President’s Name: \_\_\_\_\_

Vice-President’s Name: \_\_\_\_\_

Secretary or Clerk’s Name: \_\_\_\_\_

Treasurer’s Name: \_\_\_\_\_

3b. If a partnership, answer these questions:

Date of organization: \_\_\_\_\_ State Organized in: \_\_\_\_\_

Name of all partners holding more than a 10% interest: \_\_\_\_\_

_____	_____	_____
_____	_____	_____
_____	_____	_____

Designate which are General or Managing Partners.

4. Name of person holding CONTRACTOR's license: \_\_\_\_\_

License number: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

5. CONTRACTOR's Representative: \_\_\_\_\_

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

Alternate: \_\_\_\_\_

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

6. List the major construction projects your organization has in progress as of this date:

Owner: (A) (B) \_\_\_\_\_

Project Location: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Scope of Work (Provide as much detail as necessary so that WCA can determine if project is comparable to project subject to this bid submittal):

**SECTION D – CAPITAL IMPROVEMENT PROJECT AGREEMENT  
FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2  
WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA**

This AGREEMENT is made and entered into for the above-stated project this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, BY AND BETWEEN the Watershed Conservation Authority, as AUTHORITY, and \_\_\_\_\_, as CONTRACTOR.

AUTHORITY and CONTRACTOR have mutually agreed as follows:

**ARTICLE I**

That contract documents for the aforesaid project shall consist of the Notice Inviting Proposals, Instructions to Proposers, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, special drawings, appendices and Authority's Labor Compliance Program; together with this AGREEMENT and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said AGREEMENT documents are made a part hereof as though fully set forth herein.

**ARTICLE II**

For and in consideration of the payments and agreements to be made and performed by AUTHORITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

**ARTICLE III**

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

**ARTICLE IV**

AUTHORITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

**ARTICLE V**

Authority and its respective elected and appointed boards, officials, officers, agents, employees, and volunteers (individually and collectively, "Indemnitees") shall have no liability to CONTRACTOR or any other person for, and CONTRACTOR shall indemnify, defend, protect, and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss, or otherwise occurring as a result of or allegedly caused by the CONTRACTOR'S performance of or failure to perform any services under this Agreement, or by the negligent or willful acts or

omissions of CONTRACTOR, its agents, officers, directors, or employees, committed in performing any of the services under this Agreement.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which CONTRACTOR has agreed to indemnify Indemnitees as provided above, CONTRACTOR, upon notice from Authority, shall defend Indemnitees at its expense by counsel acceptable to Authority, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The limits of the insurance required to be maintained by CONTRACTOR in this Agreement shall not limit the liability of CONTRACTOR hereunder. The provisions of this section shall survive the expiration or earlier termination of this agreement.

The provisions of this section do not apply to Claims occurring as a result of the Authority's active negligence or acts of omission.

#### **ARTICLE VI**

CONTRACTOR affirms that the signatures set forth hereinafter in execution of this AGREEMENT represent all individuals, firm members, partners, joint venturers, or corporate officers having principal interest herein.

#### **ARTICLE VII**

Nature of Relationship. CONTRACTOR shall not be subject to day-to-day supervision and control by AUTHORITY employees or officials. CONTRACTOR shall perform services in accordance with the rules, regulations and policies of AUTHORITY respecting such services, and in accordance with appropriate standards of professional conduct, if any, applicable to the services provided. AUTHORITY shall not be responsible for withholding any payroll or other taxes on behalf of CONTRACTOR. It is understood and agreed that the CONTRACTOR is, and at all times shall be, an independent CONTRACTOR and nothing contained herein shall be construed as making the CONTRACTOR, or any individual whose compensation for services is paid by the CONTRACTOR, an agent or employee of the AUTHORITY, or authorizing the CONTRACTOR to create or assume any obligation of liability for or on behalf of the AUTHORITY.

#### **ARTICLE VIII - INSURANCE**

CONTRACTOR shall maintain and submit certificates of all applicable insurance including, but not limited to, the following and as otherwise required by law. The terms of the insurance policy or policies issued to provide the above insurance coverage shall provide that said insurance may not be amended or canceled by the carrier, for non-payment of premiums or otherwise, without thirty (30) days prior written notice of amendment or cancellation to the AUTHORITY. In the event the said insurance is canceled, the CONTRACTOR shall, prior to the cancellation date, submit to the Authority new evidence of insurance in the amounts established.

#### **CONTRACTOR'S INSURANCE AND INDEMNIFICATION:**

During the entire term of this agreement, the CONTRACTOR agrees to procure and maintain the Liability coverage as specified in Subsection 7-3 of Section G: General Provisions.

All of such insurance shall be primary insurance and, shall name the Watershed Conservation Authority as additional insured. A Certificate of Insurance and an additional insured endorsement (for general and automobile liability), evidencing the above insurance coverage with a company acceptable to the Authority's Risk Manager shall be submitted to Authority prior to execution of this Agreement on behalf of the Authority.

The CONTRACTOR agrees that provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which the CONTRACTOR may be held responsible for the payment of damages to persons or property resulting from the CONTRACTOR'S activities or the activities of any person or persons for which the CONTRACTOR is otherwise responsible.

#### **Worker's Compensation Insurance**

The CONTRACTOR shall procure and maintain, at its sole expense, Worker's Compensation Insurance and Employers Liability in the amount of \$1,000,000 per occurrence. Such insurance shall also contain a waiver of subrogation naming the Watershed Conservation Authority.

#### Automotive Insurance

The CONTRACTOR shall procure and maintain, at its sole expense, throughout the term of this AGREEMENT, and any extension thereof, Bodily Injury and Property Damage Liability coverage for automotive equipment with coverage limits of not less than \$1,000,000 combined single limit or Bodily Injury of \$1,000,000 and Property Damage for \$1,000,000. All such insurance shall be primary insurance and shall name the Watershed Conservation Authority as an additional insured.

#### Fire and Extended Coverage Insurance (Services involving real property only)

CONTRACTOR also agrees to procure and maintain, at its sole expense, during the term of this Agreement, and any extension thereof, a policy of fire, extended coverage and vandalism insurance, if applicable.

#### **SUBCONTRACTOR'S INSURANCE AND INDEMNIFICATION:**

CONTRACTOR agrees to require that its subcontractors, subconsultants, and independent contractors maintain the same insurance coverage which it is required to maintain under this provision, including but not limited to, the obligation to name the WCA and its related persons and entities as additional insureds under each such policy.

CONTRACTOR further agrees to require its subcontractors, subconsultants, and independent contractors to indemnify and defend the WCA and its related persons and entities from any and all claims, liabilities, expenses, lawsuits, actions, or proceedings arising from, or connected with, any act or omission of each such subcontractor, subconsultant, or independent contractor, its agents, or subcontractors of any tier.

Failure on the part of CONTRACTOR to require its subcontractors, subconsultants, and independent contractors to provide insurance and indemnification shall constitute a material breach of this contract. In the event of such breach, the WCA may, among other things, terminate this Agreement, suspend work being performed on the project by or on behalf of the CONTRACTOR, or in its sole discretion, the WCA may obtain replacement insurance coverage. In the event that replacement coverage is obtained, the CONTRACTOR shall, upon demand, repay the WCA for the full amount of premiums paid by the WCA for the replacement coverage. In its sole discretion, the WCA may offset the cost of premiums against any monies due to the CONTRACTOR from the WCA.

### **ARTICLE IX – W-9**

Pursuant to Senate Bill 542, chaptered in 1999, the Employment Development Department (EDD) of the State of California requires that a W-9 Form be filed by all vendors for all AGREEMENTS entered into with the Authority that meet or exceed \$600 in value. CONTRACTOR agrees to complete all required forms necessary to comply with EDD regulations.

### **ARTICLE X – COMPLIANCE WITH THE LAW**

CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government, including Authority's Labor Compliance Program. CONTRACTOR shall comply with all aspects of the National Pollutant Discharge Elimination System ("NPDES") in order to prevent pollution to local waterways. Failure to implement NPDES Requirements shall result in project delays through Authority issued Stop Work Notices and/or fines levied against the CONTRACTOR.

#### Prevailing Wages

It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available

upon request from the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. A copy of the prevailing rate of per diem wages must be posted at the job site.

This contract is subject to State prevailing wage requirements of the California Labor Code including Sections 1770 and 1773, and the Authority's California Department of Industrial Relations-approved Labor Compliance Program. All covered work classifications required in performance of this contract will be subject to prevailing wage provisions. The Contractors and its subcontractors shall pay not less than the State wage rates. Contractor shall further adhere to the requirements contained in the Watershed Conservation Authority's Labor Compliance Program. A copy of the Labor Compliance Program is available for review as Appendix B of the Bid Package. All pertinent State statutes and regulations, including, but not limited to those referred to in this contract and in the Authority's Labor Compliance Program, are incorporated herein as though set forth in their entirety. Additionally, the Contractor is responsible for obtaining a current edition of all applicable State statutes and regulations and adhering to the latest editions of such.

#### Protection of Resident Workers.

The Watershed Conservation Authority actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

### **ARTICLE X – TERM**

This AGREEMENT shall be effective for a period beginning on the date shown in the Notice to Proceed, and ending on 35 days after the date of recordation of the Notice of Completion unless sooner terminated.

#### Modification/Termination

No modification, amendment or other change in this AGREEMENT or any provision hereof shall be effective for any purpose unless specifically set forth in writing and signed by duly authorized representatives of the parties hereto. This AGREEMENT may be terminated with or without cause by AUTHORITY giving CONTRACTOR thirty (30) days advance written notice. Any reduction of services shall require thirty (30) days advance written notice unless otherwise agreed in writing between CONTRACTOR and AUTHORITY. In the event of termination, CONTRACTOR shall be entitled to compensation for all satisfactory services completed and materials provided to the date of the notice of termination.

#### Conflict of Interest

CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, AUTHORITY's conflict of interest regulations.

#### Non-Effect Waiver

CONTRACTOR's or AUTHORITY's failure to insist upon the performance of any or all of the terms, covenants, or conditions of this Agreement, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of future exercise of such rights or remedies, unless otherwise provided for herein.

#### Severability

In the event that any one or more of the provisions contained in this AGREEMENT shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other



**SECTION D – CAPITAL IMPROVEMENT PROJECT AGREEMENT  
FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2  
WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA**

**EXHIBIT A: PERFORMANCE BOND**

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

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

IN WITNESS WHEREOF, the parties hereto have set their names, titles, hands, and seals, this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

CONTRACTOR\*

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

SURETY\*

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

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC \_\_\_\_\_

\* Provide CONTRACTOR/SURETY name, address, and telephone number and the name, title, address, and telephone number of authorized representative.

**SECTION D – CAPITAL IMPROVEMENT PROJECT AGREEMENT  
FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2  
WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA**

**EXHIBIT B – LABOR AND MATERIAL BOND**

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

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

IN WITNESS WHEREOF, the parties hereto have set their names, titles, hands, and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR\*

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

SURETY\*

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

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC \_\_\_\_\_

\* Provide CONTRACTOR/SURETY name, address, and telephone number and the name, title, address, and telephone number of authorized representative.

**SECTION E – BID PACKAGE ADDENDA**  
**FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2**  
***WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA***

**ADDENDA WERE ISSUED DURING THE INITIAL BID PROCESS. MOST OF THESE ADDENDA ADDRESSED THE BID PROCESS ITSELF, THE ORDER OF THE APPENDICES, AND INSURANCE LANGUAGE, THE FOLLOWING ADDENDA RESULTED IN CHANGES TO THE JUNE 2018 BID SET.**

- ADDENDUM #9**
- ADDENDUM #10**
- ADDENDUM #11**

**PROPOSER ACKNOWLEDGES RECEIPT OF ADDENDA ISSUED DURING BID PROCESS.**

NAME OF PROPOSER: \_\_\_\_\_

CONTRACTOR'S LICENSE NO.: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SECTION F – STANDARD SPECIFICATIONS**  
**FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2**  
**WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA**

**SCOPE OF WORK**

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the bid package, construction documents, specifications, and contract documents. The general scope of work consists of transforming Watershed Conservation property on both sides of the 605 freeway and adjacent to the San Gabriel River into a passive public park and greenway. The WCA will create a passive recreation area with landscaping and walkways for pedestrian use and amenities like shade structures, benches, picnic tables, decorative walls, interpretive kiosks, specialty wall graphics, demonstration garden, ornamental ironwork and fencing, parking lot, area lighting, irrigation system, restroom facility, river overlook and bioswale/dry streambed and riparian habitat and walkways/trails. The landscaping will be composed of native plants and the onsite bioswales, dry streambed, wet meadows and permeable parking lot and trail system will percolate stormwater and low flows back into the groundwater table. The park signage shall be decorative, interpretive, regulatory as well as wayfinding.

**LOCATION OF WORK**

The general location is 12936 Valley Blvd, La Puente, California. Limits of Work are as defined in the construction documents.

**TIME OF COMPLETION**

The CONTRACTOR shall complete all work in every detail within **150 working days** after the date stated in the Notice to Proceed with Work.

**NOTIFICATION**

The CONTRACTOR shall notify the AGENCY not less than (2) working days prior to start of work. The CONTRACTOR shall also call Underground Service Alert at (800) 227-2600 as required.

**EMERGENCY INFORMATION**

The names, addresses, and telephone numbers of the CONTRACTOR and SUBCONTRACTORS shall be filed with the Authority and the County Sheriff's Department on the day of the pre-construction meeting.

**RECYCLING**

In accordance with Construction and Demolition Materials Management Plan of the Watershed Conservation Authority, at least fifty percent (50%) of all Construction and Demolition Materials and Inert Wastes from construction, demolition, grading, and renovation projects shall be diverted from landfills. At least 50% of the construction and demolition materials on this project must be recycled. All weight tickets and estimates of materials shall be given to the Authority's construction manager.

All surplus material shall become the property of the Contractor and shall be disposed of at the Contractor's expense. All materials removed from the work area to be disposed off site unless otherwise specified. Contractor shall dispose of all debris in full compliance with all government regulations having jurisdiction.

All vegetation, trash, demolished structures and pavement materials shall be removed in clearing and site maintenance operations and shall become the property of the Contractor and shall be disposed of outside the site of the work and at the expense of the Contractor.

The Contractor shall keep the project site clean and free from rubbish and debris at all times, as well as any adjacent areas, which are affected by the construction operations.

### **STANDARD SPECIFICATIONS**

The Standard Specifications of the AGENCY are contained in the 2015 Edition of the Standard Specifications for Public Works Construction, Green Book, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General CONTRACTORS of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 10801 National Boulevard, Suite 100, Los Angeles, California 90064, telephone (800) 873-6397.

The Standard Specifications set forth above control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted, and the section numbers of the Special Provision coincide with those of the said Standard Specifications. Only those sections requiring elaboration, amendments, specifying of options, or additions are called out.

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

References in the Special Provisions to "CALTRANS Standard Specifications" shall mean the Standard Specifications (Latest Edition) of the State of California, Department of Transportation. Copies of these specifications and standard drawings may be obtained from:

State of California – Department of Transportation  
Central Public Distribution Unit  
6002 Folsom Blvd.  
Sacramento, CA 95819

References in the Special Provisions to Standard Plans shall mean those specific standard plans as selected by the A/E from the Standard Plans and where applicable, the APWA Standard Plans for Public Works Construction, latest edition, the Standard Plans of the County of Orange and State Department of Transportation, latest edition.

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

### **NUMBERING OF SECTIONS**

The numbering of sections and subsections in these amendments and modifications are compatible with the numbering of sections in the SSPWC. The Special Provisions will be numbered as Sections 200 through 314.

### **AMENDMENTS AND MODIFICATIONS**

The following sections of the SSPWC are amended as provided herein. In the event of any inconsistencies between the amendments outlined herein and the SSPWC, these amendments shall control.

## **SECTION G: GENERAL PROVISIONS**

### **FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2**

#### ***WATERSHED CONSERVATION AUTHORITY***

The general provisions for this contract shall be in conformance with Part 1, “General Provisions,” of the Standard Specifications for Public Works Construction, 2012 Edition, except as amended and superseded by the following general provisions.

PROPOSER shall take note that the amendment and additional provision that follow are not all shown in the order or numbering system as shown in the Greenbook 2015 edition.

#### **SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE AND SYMBOLS**

Agency	-	Watershed Conservation Authority
Board	-	Authority Board representing the Watershed Conservation Authority
Caltrans	-	California Department of Transportation
Authority	-	Watershed Conservation Authority
Authority Attorney	-	Attorney for the Watershed Conservation Authority
C&DMMP	-	Construction & Demolition Materials Management Plan
A/E	-	Watershed Conservation Authority, Authority Designee
Project Manager	-	Watershed Conservation Authority Project Manager
Construction Manager	-	Watershed Conservation Authority Construction Manager
Inspector	-	Inspector for the Watershed Conservation Authority
Owner	-	Watershed Conservation Authority
State	-	State of California
BMPs	-	Best Management Practices
SSPWC	-	Standard Specification of Public Works Construction, 2015 Edition
Greenbook	-	Standard Specification of Public Works Construction, 2015 Edition
SWPPP	-	Storm Water Pollution Prevention Plan
WPCP	-	Water Pollution Control Program

#### **SECTION 2 - SCOPE AND CONTROL OF WORK**

##### **2-1                   AWARD AND EXECUTION OF CONTRACT    ADD THE FOLLOWING:**

The Authority reserves the right to reject any or all proposals. The Contract will be awarded, if at all, to the lowest responsible and responsive Proposer determined as provided on the Proposal Form, whose proposal complies with all the requirements prescribed. Such award, if made, will be made within the number of days stated in the proposal form. Refusal or failure to deliver the executed contract, bonds, or insurance in the form provided in the Contract and approved by the Agency's attorney within the time provided herein shall be cause, at the Agency's option, for the annulment of the award and forfeiture of the bid security. In such event, the Agency may successively award the Contract to the next lowest responsible and responsive Proposer until a properly executed Contract, bonds, and insurance is obtained, or it may at any time reject all remaining proposals and proceed as provided by law. The refusal or failure of a successive lowest responsible and responsive Proposer to execute the Contract may, at the Agency's option, result in an annulment of the award to that Proposer

and the forfeiture of that Proposer's bid security. The periods of time specified above within which the award of the Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Agency and the concerned Proposer.

Within ten (10) working days after the date of the AGENCY's notice of award, the CONTRACTOR shall execute and return the following contract documents to the AGENCY:

- ' Project Contract Agreement
- ' Faithful Performance Bond
- ' Labor and Material Bond
- ' Public Liability and Property Damage Insurance Certificate and Endorsements
- ' Worker's Compensation Insurance Certificate
- ' Additionally Insured Endorsement

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

## **2-2 PRE-CONSTRUCTION MEETING**

A Pre-Construction Meeting shall be conducted at the Watershed Conservation Authority 100 North Old San Gabriel Canyon Road Azusa, CA 91702 prior to the start of construction. The job-site foreman or superintendent assigned by the CONTRACTOR for this project shall be present at the Pre-Construction Meeting. The CONTRACTOR shall prepare a tentative baseline schedule for submission and review at the Pre-Construction Meeting. The discussion shall include: baseline schedule; RFIs; submittals; owner provided fabrication & materials; project supervision; on-site inspection; progress schedules and reports; payments to CONTRACTOR; safety; and other anticipated problems pertinent to the project. The Watershed Conservation Authority will issue Notice to Proceed and Encroachment Permits at the Pre-Construction Meeting or shortly after.

At this conference, the CONTRACTOR shall designate, in writing, a representative who shall have complete authority to act for the CONTRACTOR. An alternate representative may be designated. The representative or alternate shall be present at the job site whenever work is in progress or whenever actions of the elements necessitate its presence to take measures necessary to protect the project, persons, or property. Any order or communication given to this representative shall be deemed delivered to the CONTRACTOR.

In the absence of the CONTRACTOR or its designated representative, necessary or desirable directions or instructions may be given by the Construction Manager to the superintendent or person having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the CONTRACTOR or its representative.

Those attending the meeting shall include, but not be limited to the following:

- Contractor
- Subcontractors
- Contractor's representative or certified payroll designee for Labor Compliance instructions
- Watershed Conservation Authority Project Manager
- Watershed Conservation Authority Construction Manager
- Watershed Conservation Authority Landscape Architect
- Watershed Conservation Authority Project Inspector
- Affected utility companies' representatives

- Los Angeles County Sheriff's Department, City of Industry Station Deputy Sheriff

One week prior to this meeting the CONTRACTOR shall submit the following:

- a. Construction Baseline Schedule
- b. Traffic Control Plan
- c. Construction Phasing Plan
- d. Proposed laydown yard location

## 2-3 SUBCONTRACTS

**2-3.2 Additional Responsibility-** The Subsection 2-3.2 of the SSPWC is hereby deleted and replaced with the following:

The CONTRACTOR shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at least 25 percent of the Contract Price. The contract labor performed or provided by the CONTRACTOR shall amount to at least 15 percent of the total contract labor for the Contract. Contract labor shall exclude superintendence. Any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount of contract labor, materials, and equipment required to be performed or provided by the CONTRACTOR with its own organization. When items of work in the bid schedule are preceded by the letter (s), said items are designated "specialty items." Where an entire item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the Contract Unit or Lump Sum Price. When a portion of an item is subcontracted, and value of contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or Lump Sum Price, determined from information submitted by the CONTRACTOR, subject to approval by the CONSTRUCTION MANAGER.

The prime CONTRACTOR shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 6-8 of the SSPWC. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

## 2-4 CONTRACT BONDS

The Faithful Performance Bond shall remain in force until one year after the date of recordation of the Notice of Completion. The Labor and Material Bond shall remain in force until 35 days after the date of recordation of the Notice of Completion, or until all claims for material and labor are paid, whichever is greater.

## 2-5 PLANS AND SPECIFICATIONS

**2-5.1 General** - The CONTRACTOR shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. The control set will be reviewed for completeness prior to the approval of the CONTRACTOR'S monthly progress payment request. Upon completion of all work, the CONTRACTOR shall return the control set to the CONSTRUCTION MANAGER. Final payment will not be made until this requirement is met.

Section 2 is amended by adding thereto the following new Subsection 2-5.4 **Examination of Contract Documents** and Subsection 2-5.5 **Drawings and Specifications**, and Subsection 2-5.6 **Record Drawings**.

### **2-5.4 Examination of Contract Documents**

The PROPOSER shall examine carefully the entire sites of the work, including but not restricted to the conditions and encumbrances related thereto, the plans and specifications, and the proposal and contract forms. The submission of a bid shall be conclusive evidence that the PROPOSER has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed, the quantities of material to be furnished, and as to the requirements of the proposal, plans, specifications, and other contract documents.

### **2-5.5 Drawing and Specifications**

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

While it is believed that much of the project will be shown on the plans or indicated in the specifications, this does not warrant the completeness or accuracy of such information. The contractor shall ascertain the existence of any conditions affecting the cost of the project, which would have been disclosed by a reasonable examination of the site.

On these plans, the contractor shall make all as-built conditions, locations, configurations, and other details which may vary from the details represented on the original drawings. This master record of as-built conditions, including all revisions made necessary by Addenda, Change Orders, and the like, shall be maintained up to date during the progress of the work.

In the case of those drawings, which are superseded by final shop drawings, the as-built drawings shall be updated by indicating how those portions are superseded.

Upon completion of the work and prior to final acceptance, legible, reproducible, as-built drawings shall be turned over to the Owner. Progress payments shall be withheld if as-built drawings are not being updated. Final payment shall be withheld until as-built drawings are submitted and accepted by the CONSTRUCTION MANAGER.

### **2-5.6 Record Drawings**

All corrections on record drawings shall be done in red ink for approval by the A/E. Record drawings shall be a control set of the construction plans kept on the site for daily recording of "as-built" conditions. Submit the final "As-Built" plans as a scanned redline set in PDF format.

Dimensions must be taken from above ground permanent, architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be legible.

Record drawings shall be reviewed prior to all progress payment requests, and submitted prior to final inspection.

**2-6 WORK TO BE DONE** Add the following:

Any plan or method of work suggested by the Agency or the A/E to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Agency and the A/E shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

**2-9 SURVEYING**

**2.9.2 Survey Service.** Delete this section and replace it with the following:

The CONTRACTOR will establish all reference points and Survey all lines and grades necessary for the execution of the work. The costs for all Survey work shall be included in the costs of the associated line items in the bid proposal. No separate charges will be allowed for Survey work.

The CONTRACTOR shall carefully preserve all reference points, benchmarks, and other survey points, and in case of willful or careless destruction, he shall be liable for their replacement, and of any expense resulting from their unnecessary loss or disturbance.

In the event the CONTRACTOR'S operations destroy any of the permanent survey control points, the CONTRACTOR shall replace such control points. The CONTRACTOR will not be allowed any adjustment in contract time for verification or replacement of survey control points.

The CONTRACTOR shall maintain and reference all horizontal control points and all other points as directed by the CONSTRUCTION MANAGER that may be destroyed by construction.

The CONSTRUCTION MANAGER must approve monument control established by the CONTRACTOR. Control monument locations may be verified by independent surveyor as directed by the CONSTRUCTION MANAGER at no cost to the AUTHORITY..

Construction stakes shall be removed from the site of the work when no longer needed. CONTRACTOR shall be responsible for Flow Testing finished grade.

**2-11 INSPECTION -** Add the following:

The CONTRACTOR shall notify the Construction Manager or Authority Inspector forty-eight (48) hours in advance of any work requiring on-site inspection. There will be an inspection of this said work to ensure strict adherence to the plans and specifications.

Any work done in unauthorized areas or in a manner unacceptable to the inspector shall not be accepted or paid for by the Authority. No stabilized decomposed granite, concrete or asphalt pavement shall be placed prior to Agency inspection of the work area and sub-grade conditions.

The inspection of the work shall not relieve the CONTRACTOR of any of his obligations to fulfill the Contract as prescribed. Defective work shall be made good, including unsuitable or inappropriate materials that may have been previously overlooked by the Construction Manager and accepted.

**SECTION 3 - CHANGES IN WORK**

**3-2.2 Contract Unit Prices**

**3-2.2.1 General.** The first 2 paragraphs of Subsection 3-2.2.1 are hereby deleted and replaced with the following:

The Agency reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the Contract as per provisions provided in SECTION B – ITEMS 1.19 AND 1.30

**3-3 EXTRA WORK – this applies only to scope of work beyond that covered in the contracted Schedule of Values; and that is the result of approval of Request for Changes (RFC’s) by the WGA**

~~Subsection 3-3.2.3 – Markup is replaced by the following:~~

~~a. Work by the CONTRACTOR: The following percentages shall be added to the CONTRACTOR’s cost and shall constitute the markup for all overhead and profits:~~

<del>1. Labor</del>	<del>15%</del>
<del>2. Materials</del>	<del>15%</del>
<del>3. Equipment Rental</del>	<del>15%</del>

~~b. Work by the SUBCONTRACTOR: The aggregate of all markups for added work, regardless of the number of tiers of SUBCONTRACTORS used, shall not exceed the markup established in Subsection 3-3.2.3a plus 10 percent on the first \$2,000 of extra work and 5 percent on work in excess of \$2,000.~~

**3-6 NOTICE TO SURETIES**

~~Section 3, Changes in Work, is amended by adding thereto the following new Subsection 3-6:~~

~~The CONTRACTOR shall notify his sureties and the carriers of the insurance furnished and maintained by him of any changes affecting the general scope of work or change in the contract price, or time, or a combination thereof, and the amount of the applicable bonds and the coverage of the insurance shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustments to the AGENCY.~~

**SECTION 4 - CONTROL OF MATERIALS**

**4-1 MATERIALS AND WORKMANSHIP**

**4-1.1 General -** The CONTRACTOR and all subcontractors, suppliers, and vendors, shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The CONTRACTOR, at no cost to the AGENCY, shall make repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one-year period, the CONTRACTOR shall also restore to full compliance with requirements of this contract portions of the work that are found to not meet those requirements. The CONTRACTOR shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance. Repairs, replacements, and restorations shall be made within 30 days after the date of the CONSTRUCTION MANAGER's written notice.

**4-1.4 Test of Materials -** All necessary materials and compaction testing will be done by AGENCY approved testing laboratory. Except as elsewhere specified, the AGENCY will bear the cost of testing materials and or workmanship, which meet or exceed the requirements indicated in the SSPWC and Special Provisions. The costs of additional tests, if deemed necessary by the CONSTRUCTION MANAGER, of material and/or workmanship, which previously met or

exceeded the requirements indicated in the SSPWC and Special Provisions, shall be borne by the CONTRACTOR. The cost of all other testing that fails to pass the first test, shall be charged to the CONTRACTOR and withheld from final payment.

CONTRACTOR shall submit to the Project Inspector, on the AGENCY'S standard form, requests for material testing at least 48-hours before the required materials test is needed.

**4-1.6 Trade Names or Equals** - Approval of equipment and materials offered as equivalents to those specified must be obtained as set forth herein and in the INSTRUCTION TO PROPOSERS.

Add the following:

Along with information supplied by the Contractor regarding equivalency of the proposed item, the Contractor shall clearly identify all deviations from the specified item. Deviations discovered by the A/E after acceptance of an "or equal" item which were not identified by the Contractor with his/her submittal shall be cause for rejection of the "or equal" item. Contractor shall be due no additional compensation in time or money for acceptance or rejection of a proposed "or equal" item and subsequent replacement with the item specified. Contractor shall pay cost to Agency for items requiring more than two submittals and analysis of any shop drawing which requires more than a general review of an "or equal" item.

## **SECTION 5 - UTILITIES**

### **5-1 LOCATION**

The location and existence of underground utilities and substructures were obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the CONTRACTOR's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The CONTRACTOR shall protect in place, and excavate to verify location all high risk underground facilities located within the project limits.

The CONTRACTOR shall notify the owners of all utilities and substructures as set forth in the General Specifications. (e.g. gas company, electric company, telephone company, cable company, refuse collectors, and Los Angeles County Department of Public Works) at least five (5) working days prior to commencing work and shall verify the location of any known utilities and determine whether or not a representative of each company will be present during excavation:

**1. Gas Contact:**

SOUTHERN CALIFORNIA GAS COMPANY  
9400 Oakdale Ave.  
Chatsworth, CA 91313  
Attention: Transmission Planning Office  
(818) 701-3228

**2. Telephone Contact:**

ATT  
525 N Azusa Ave #203  
La Puente, CA 91744  
(626) 600-5304

**3. Waterline Contact:**

San Gabriel Valley Water Company  
11142 Garvey Ave  
El Monte, CA 91733

(626) 448-6183

**4. Los Angeles Department of Water and Power**

111 N Hope St,  
Los Angeles, CA 90012  
Attention: Risk Management Section  
(213) 367-4674

**5. Electric Contact:  
SOUTHERN CALIFORNIA EDISON**

Southern California Edison  
Attn: Michael James Williams  
2131 Walnut Grove Ave., GO3 2nd Floor  
Rosemead, CA 91770  
(909) 274-1887

The second sentence of the last paragraph of subsection 5-4 of the SSPWC is hereby deleted and replaced with the following:

The CONTRACTOR shall be responsible for installing new or replacing damaged water meter boxes, water meter valves, sewer cleanouts, gas valves, and adjusting them to meet finished grades. The cost of such installation shall be included in the bid items specific to this work.

All existing Authority-owned utilities located in the sidewalk, driveway approach, access ramp, or any area requiring grade adjustment due to the proposed improvements shall be considered appurtenant to the bid item for which the adjustment is required.

The CONTRACTOR's attention is directed to Section 5 "Utilities" and Subsections 7-9 "Protection and Restoration of Existing Improvements" of the Standard Specifications and to the contract Plans for location of utilities. The CONTRACTOR shall verify the location, size, and type of all existing utilities prior to construction. Utilities include but are not limited to; telephone, electric, gas, domestic water, reclaimed water, and sewer.

The CONTRACTOR shall obtain all necessary permits and notify the affected agencies at least 72 hours in advance of excavating around any of their structures. The utility companies listed above can be contacted as indicated. It shall be the responsibility of the CONTRACTOR to coordinate all phases of construction with the various utility companies involved.

The location and existence of utilities and improvements shown on the plans are approximate and taken from available records. The CONTRACTOR shall pothole to verify the location of existing improvements and shall take all precautions to protect them whether shown or not.

The CONTRACTOR shall notify Underground Service Alert at 1-800-422-4133 at least 48 hours prior to any excavation. The CONTRACTOR is advised of the existence of the utility notification service provided by Underground Service Alert (USA). USA member utilities will provide the CONTRACTOR with the precise locations of their substructures in the construction area when the CONTRACTOR gives at least 48 hours notice to Underground Service Alert by calling 1-800-422-4133.

The exact location and identification of all existing utilities shall be determined by the CONTRACTOR prior to the start of any work.

The CONTRACTOR shall protect-in-place all utilities otherwise noted on the plans. Full compensation for utility verification shall be considered as included in other related items of work involved and no additional compensation shall be made.

## **POTHOLING**

Prior to commencement of construction, CONTRACTOR shall physically locate, verifying horizontal and vertical locations, and map existing underground facilities within the work area that are marked by Underground Service Alert (USA) or shown on the drawings. CONTRACTOR shall protect all such facilities from damage due to construction activities for the duration of the project. CONTRACTOR shall deliver a plan with the location of each potholed utility to the Construction Manager. CONTRACTOR shall notify affected utilities per **Section 5-1** of these Standard Specifications.

Repair of damage to such facilities shall be at the CONTRACTOR's expense and shall be considered as integral to this item of work. CONTRACTOR shall be responsible for following all applicable rules and regulations concerning work in the vicinity of underground and/or overhead utilities.

CONTRACTOR shall use bedding sand to back fill around utilities in any excavation.

## **5-4 RELOCATION**

The first paragraph of Section 5-4 of the Standard Specification is hereby deleted and replaced with the following:

The CONTRACTOR shall coordinate, schedule and cooperate with the various utility companies so as to allow them access to their work, and time to complete their work so as to not cause unnecessary delays to the contract. The cost for coordination with the utility companies and providing the time, work areas, protecting their facilities, in place shown on the plans and as specified in these special provisions shall be included in the related items of work and no additional time allowances or compensation will be made thereof.

## **SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF WORK**

### **6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK**

The CONTRACTOR shall prepare a construction schedule for this contract in conformance with the Provisions in Section 6-1, "Construction Schedule and Commencement of Work," of the Standard Specifications.

The CONTRACTOR's proposed schedule and staging plan shall be submitted to the Construction Manager for approval within five (5) working days after the Agency's issuance of a notice of award of contract. Unless otherwise provided, the Contract time shall commence upon the date of issuance of a notice to proceed. The work shall start within fifteen (15) consecutive calendar days thereafter, and be diligently prosecuted to completion within the time provided in the Specifications.

The CONTRACTOR shall prepare a computer-generated CPM schedule for this project. The schedule shall be generated using Microsoft Project, or an approved substitute. The schedule shall be broken down into activities with durations each less than two weeks and valued at less than \$20,000. No more than 15% of the activities may be on the critical path of the baseline schedule. The baseline schedule will be reviewed by the Construction Manager and the CONTRACTOR shall make any reasonable changes requested to make the schedule acceptable.

On a biweekly basis, the CONTRACTOR shall submit an updated schedule reflecting the work progress for the previous two weeks. If, at any time, the updated schedule shows project completion ten or more working days behind schedule, the CONTRACTOR shall be required to submit a recovery schedule showing how the original completion date will be met. After the recovery schedule has been found to be acceptable by the Construction Manager, it will be used to govern work until the original schedule is recovered.

On a weekly basis, the CONTRACTOR shall submit a task schedule reflecting the work scheduled for each day for the following two weeks. Compliance with the scheduling requirements of this section is

of the essence of this contract. Failure to comply with the requirements of this section may result in the Owner retaining money from the monthly pay request.

All schedule submittals shall be made electronically and in printed format acceptable to the Construction Manager.

## **6-2 PROSECUTION OF WORK**

Delete the last sentence of first paragraph and replace it with the following:

Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the A/E to do so, the Agency may suspend the work in whole or in part, until the Contractor takes said steps at no cost to the Agency.

## **6-6 DELAYS AND EXTENSIONS OF TIME**

**6-6.1 General** - In the second paragraph, replace the word "materials" with the words "materials, equipment, or labor".

No extension of time will be granted for the CONTRACTOR'S inability to secure materials for this project.

## **6-7 TIME OF COMPLETION**

**6-7.1 General** - The Contractor shall begin work within fifteen (15) calendar days after date of the notice to proceed and shall diligently prosecute the same to completion in every detail, within one hundred **150 WORKING DAYS**, exclusive of maintenance periods.

**6-7.2 Working Day** - CONTRACTOR's activities shall be confined to the hours between 7:00 a.m. and 4:30 p.m., Monday through Friday or unless specified in the plans. In addition, no work shall be performed by the CONTRACTOR on Saturday, Sunday, or on AGENCY-designated holidays. Days designated as holidays by the AGENCY are listed in Table 1.

Deviations from these restrictions will not be permitted without the prior consent of the CONSTRUCTION MANAGER, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the CONTRACTOR. Service fees will be calculated at overtime rates including benefits, overhead, and travel time; and will be deducted from the amounts due the CONTRACTOR.

Failure of the CONTRACTOR to adhere to these restrictions will result in damages being sustained by the Authority. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each occurrence of a working day or hours violation, as provided herein, the CONTRACTOR shall pay to the AGENCY, or have withheld from monies due to it, the sum of \$1,000, unless otherwise provided in the specifications.

**TABLE 1**  
**AGENCY-Designated Holidays**

Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve (12:30 p.m.)  
Christmas Day  
New Year's Eve (12:30 p.m.)  
New Year's Day  
Martin Luther King Day  
President's Day

**6-8 COMPLETION AND ACCEPTANCE**

The following subsection is added to Subsection 6-8 of the SSPWC.

**6-8.1 General Guaranty** – The Contractor shall remedy any defects in the Work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the Work unless a longer period is specified. The Agency will give notice of observed defects with reasonable promptness.

**6-9 LIQUIDATED DAMAGES**

Liquidated damages for failure of the CONTRACTOR to complete the work within the time allowed are hereby amended to be one thousand dollars (\$1000) per day.

**SECTION 7 - RESPONSIBILITIES OF CONTRACTOR**

**7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES**

A noise level limit of 86 dba at a distance of 50 feet shall apply to all construction equipment on or related to the job whether owned by the CONTRACTOR or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

The CONTRACTOR shall not start, operate, move, or idle equipment prior to the designated working time of 7:00 a.m. Monday through Friday unless otherwise approved by the AGENCY.

**7-2 LABOR**

**7-2.2 Laws** - The CONTRACTOR and all subcontractors, suppliers, and vendors shall comply with all AGENCY, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The CONTRACTOR shall ensure unlimited access to the job site for all equal employment opportunity compliance officers, Labor Compliance Program representatives and Department of Industrial Relations representatives.

**7-2.2.1 Overtime and Shift Work** – The Contractor may establish overtime and shift work as a regular procedure only with the written permission of the Authority Construction Manager. Such permission may be revoked at any time. No work other than overtime and shift work

established as a regular procedure shall be done between the hours of 4:00 p.m. and 7:30 a.m., nor on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency.

**7-2.3 Prevailing Wage Requirements** - This Project is a public works project subject to the provisions of Labor Code §§ 1720 *et seq.* and Title 8 § 16000 *et seq.* of the California Code of Regulations. In compliance with provisions of the California Labor Code, the CONTRACTOR or all subcontractors of every tier shall pay not less than the prevailing wage rates, including overtime, travel and subsistence, and holiday work, to all workers employed in the execution of the Contract.

All persons performing the Work shall be paid not less than the prevailing wage rates in the Determinations prepared by the Director of Industrial Relations pursuant to the California Labor Code. Copies of these wage rates are available at the principal office of the AGENCY and at the State of California Department of Industrial Relations website: <https://www.dir.ca.gov/public-works/prevailing-wage.html>. The CONTRACTOR and all subcontractors must comply with California Labor Code Division 2, Part 7, Chapter 1, including but not limited to §§ 1771, 1775, 1776, 1777.5, 1810 and 1815. Failure to comply with these provisions, including changes applicable to the Project, will result in the assessment of penalties, including but not limited to those pursuant to California Labor Code §§ 1775, 1776, 1777.7 and 1813. The CONTRACTOR and all subcontractors of all tiers shall comply with all apprenticeship requirements and provide a copy of the Division of Apprenticeship Standards DAS 140 form to the Labor Compliance Program at the same time as applicable apprenticeship committees.

The CONTRACTOR shall post (1) the determinations of the Director of the prevailing rates of per diem wages and (2) notice of Labor Compliance Program approval sufficient to satisfy Title 8 CCR § 16429 in a conspicuous location on each job site. The CONTRACTOR shall also post other job site notices as required by the Department of Industrial Relations pursuant to Labor Code § 1771.4(a)(2) and applicable regulations.

The CONTRACTOR and all sub-contractors must be registered with the Department of Industrial Relations to be qualified to bid on, be listed in a bid proposal, except as authorized by Business & Professions Code § 7029.1 and Public Contract Code §§ 10164 or 20103.5, or engage in the performance of any work on this Project. The CONTRACTOR represents that all subcontractors are registered pursuant to Labor Code § 1725.5.

The CONTRACTOR and all subcontractors or every tier shall submit Certified Payroll Records (CPRs) to the AGENCY with the progress payment on at least monthly basis, at no cost to the AGENCY. The CONTRACTOR and all subcontractors of every tier shall also submit CPRs to the Labor Commissioner as required by Labor Code § 1776 at least monthly in a format prescribed by the Department of Industrial Relations. The CONTRACTOR and all subcontractors of every tier must provide “payroll records” as defined in Title 8 California Code of Regulations § 16000 to the AGENCY and its Labor Compliance Program within ten (10) days of written request, at no cost to the AGENCY. The CONTRACTOR and all subcontractors are subject to penalty under Labor Code § 1776, applicable regulations and the AGENCY’s Labor Compliance Program for failure to comply with these requirements.

**7-2.4 Labor Compliance Program** - The CONTRACTOR and all subcontractors of every tier must comply with the requirements contained in the Watershed Conservation Authority’s Labor Compliance Program approved by the DIR on   [DATE], Appendix B of the Contract Specifications. For inquiries, questions or assistance regarding the Labor Compliance Program, please call [NAME] at [PHONE NUMBER]. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The CONTRACTOR and all subcontractors must comply with all applicable laws and regulations and perform all obligations required by the Department of Industrial Relations and the Labor Compliance Program pursuant to their authority.

Compliance with the requirements of the AGENCY's Labor Compliance Program shall be a condition of the CONTRACTOR's right to payment under its Application for Payments. The AGENCY will withhold from the CONTRACTOR's payment(s) in accordance with this rights and obligations under Labor Code § 1720 *et seq.* and applicable regulations, as directed by the Department of Industrial Relations, or as authorized by law.

**7-2.5 Labor Code § 2810** – The CONTRACTOR represents and warrants that the Contract Amount includes sufficient funds to allow the CONTRACTOR and all subcontractors to comply with all applicable laws and contractual agreements. The CONTRACTOR agrees to pay any and all assessments, including wages, penalties and liquidated damages, made against the AGENCY in relation to failure of the CONTRACTOR or any subcontractor to comply with any applicable law in this regard, including, but not limited to, Labor Code § 2810.

**7-3 LIABILITY INSURANCE**

Liability insurance coverage requirements are amended as follows:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$ 2,000,000
Comprehensive Automobile Liability	\$ 1,000,000
Contractual General Liability	\$ 2,000,000

A combined single-limit policy with aggregate limits in the amount of \$4,000,000 will be considered equivalent to the required minimum limits.

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

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of an expiration or proposed cancellation of such policies for any reason whatsoever, the AGENCY shall be notified by registered or certified mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 30 days before expiration or cancellation is effective.

A Certificate of Insurance evidencing the above policy shall be submitted to the AGENCY concurrently with the filing of the Faithful Performance Bond and Payment (Labor and Material) Bond and shall be subject to the approval of the Authority Attorney.

The cost of this insurance shall be included in the CONTRACTOR's bid.

**7-5 PERMITS**

Subsection 7-5 of the SSPWC is hereby deleted and replaced with the following:

Prior to the start of work, the CONTRACTOR shall take out the applicable AGENCY permits and make arrangements for AGENCY inspections. AGENCY permit costs issued to the CONTRACTOR will be included in the bid items. The CONTRACTOR and all subcontractors shall be licensed in accordance with State Business and Professions Code. The CONTRACTOR shall also obtain, at the CONTRACTOR's cost, any and all other permits,

licenses, inspections, certificates or authorizations required by any governing body or entity, unless otherwise specified herein.

The CONTRACTOR shall pay all costs incurred by the permit requirements. No reimbursement to the CONTRACTOR will be made for his time or associated costs incurred in procuring construction permits.

## **7-6 THE CONTRACTOR'S REPRESENTATIVE**

Add the following: The CONTRACTOR's Representative is required to be accessible by cellular phone at all times. The Authority reserves the right to remove the CONTRACTOR's Representative for any reason.

## **7-8 WORK SITE MAINTENANCE**

### **7-8.1 General**

Add the following:

#### **7-8.1.1 Clean Up and Dust Control**

The CONTRACTOR shall be responsible for watering the work area where dust is generated from public traffic, CONTRACTOR's operations, and wind. CONTRACTOR's area of operations includes areas outside of the roadbed limits where excavation, fill, or stockpiling of dirt or debris has taken place. The CONTRACTOR is responsible for monitoring all of the above-described areas in the project area during the life of the project, including holidays and weekends.

Payment for maintaining dust control and air contaminants within the project area shall be included in the contract prices paid for related items of work, and no additional compensation shall be allowed therefore.

#### **7-8.1.2 Clean Up**

When joining existing pavement, CONTRACTOR shall feather a minimum of 10 feet or that which is shown on the construction plan.

The CONTRACTOR is responsible to keep streets within the construction area clean at all times. Any sweeping performed by the Authority crews due to the construction work shall be charged to the CONTRACTOR at overtime rates.

The CONTRACTOR shall, as directed by the Construction Manager, remove from all public and private property at its own expense all temporary structures, rubbish and waste materials resulting from its operations and from the public. This includes temporary work area obtained by the CONTRACTOR.

All existing surfaces, whether asphaltic or concrete, portland cement concrete, permanent fencing and barriers, landscape material such as turf, trees, shrubs, gravel, etc., or other, shall, after construction, be restored to a condition at least equal to that which existed prior to construction. All restoration shall be in-kind except in those areas where details indicate to the contrary. The details of those areas will govern.

Restoration shall include, but not be limited to, the replacement of landscape planting and irrigation system, and pavement striping which are disturbed by the CONTRACTOR's operations in the course of work and by the public.

Protect existing buildings, paving, landscaping, and other services or facilities on-site and adjacent to the site from damage caused by site work operations and access to the site. Cost of repair and restoration of damaged items shall be at the CONTRACTOR's expense.

It shall be the CONTRACTOR's responsibility to conduct his operations in such a manner so as to prevent damage to existing substructures. In the event of substructure damage, the CONTRACTOR shall bear full responsibility and total expense for repair and/or replacement of said substructure.

Locate, protect, and maintain benchmarks, monuments, control points, and project engineering reference points. Re-establish disturbed or destroyed items at CONTRACTOR's expense.

Payment for this work shall be included in the related items of work and no additional compensation shall be made thereof.

**7-8.6 Water Pollution Control – SEE SWPPP IN APPENDIX A FOR REQUIREMENTS RELATED TO WATER POLLUTION CONTROL.**

**7-8.7 Water:** Add the following to Sub-Section 7-8:

The CONTRACTOR shall make arrangements with San Gabriel Valley Water Company to obtain water from designated fire hydrants at or near the project for use in dust control and soil compaction. It shall be the responsibility of the CONTRACTOR to pay for the water and any deposits required.

Water shall not be taken from any residential or business system without the express written consent of the owner.

The cost to furnish and apply water shall be included in the related items of work and no additional compensation shall be made thereof

**7-8.8 Construction and Demolition Materials Management:**

Add the following to Sub-Section 7-8:

The CONTRACTOR shall comply with the Authority's Construction and Demolition Requirements per the California Integrated Waste Management Act of 1989, commonly referred to as Assembly Bill 939 (AB 939). This requires that at least 50% of all construction and demolition materials and inert wastes from construction, demolition, grading projects be diverted from landfills.

Prior to start of construction, the CONTRACTOR shall submit a Construction and Demolition Materials Management Plan ("C&DMMP"), to the Authority's Construction Manager, or the Construction Manager's Designee for approval. The Notice to Proceed shall not be issued until the C&DMMP has been approved by the Authority's Construction Manager.

The following three conditions must be met in order to obtain approval of the C&DMMP: (1) the C&DMMP provides all of the information required by the Authority; (2) the C&DMMP indicates that the Diversion Requirement will be met; and (3) the CONTRACTOR has submitted an appropriate Diversion Security Deposit.

The amount of the Diversion Security Deposit, in the form of cash or bond, shall be calculated as the lesser of the three percent (3%) of the estimated total Project cost or \$50,000.00.

## 7-8.9 REFUND AND RETURN OF DIVERSION SECURITY DEPOSITS

Add the following to Sub-Section 7-8

**7-8.9.1 *Application For Refund:*** Within 180 days after the completion of the Project, the Applicant may submit to the Authority's Project Manager, or the Project Manager's Designee documentation that the Applicant has met the Diversion Requirement for the Project and apply for a refund of the Diversion Security Deposit. This documentation may include all of the following:

A. Receipts and gate tickets from the vendor or facility which collected or received C&D Material showing the actual weight of that material or, in the case of Inert Waste, removed from the solid waste stream and not disposed of in a solid waste landfill;

B. A copy of the previously approved C&DMMP for the Project adding the actual volume or weight of each type of C&D Material diverted and transported for disposal in a landfill or transformation facility, or, in the case of Inert Waste, removed from the solid waste stream and not disposed of in a solid waste landfill; and

C. Any additional information the Applicant believes is relevant to determining its efforts to comply in good faith with this Chapter.

**7-8.9.2 *Documentation Of Construction And Demolition Material Diversion.*** Applicants shall make reasonable efforts to ensure that all C&D Materials diverted, or delivered to disposal facilities for disposal, are measured and recorded using the most accurate method of measurement reasonably available. To the extent practical, all C&D Materials, and Inert Waste to be removed from the waste stream and not disposed of in a solid waste landfill, shall be weighed on scales. Such scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For C&D Materials for which weighing is not practical due to small size or other considerations, a volumetric measurement shall be used. For conversion of volumetric measurements to weight, the Applicant shall use standardized Conversion Rates approved by the Authority for this purpose. Documentation of the foregoing shall consist of photocopies of receipts, weight tickets, gate tickets, and other records from recycling facilities, Deconstruction CONTRACTOR's, solid waste enterprises and disposal facilities.

**7-8.9.3 *Determination Of Compliance And Release Of Diversion Security Deposit.*** The Construction Manager or Designee shall review the information submitted under § 15.46.600 and determine whether the Applicant has complied with the Construction and Demolition Materials Management Plan, as follows:

A. Full Compliance. If the Authority's Construction Manager, or the Construction Manager's Designee determines that the Applicant has fully complied with the Construction and Demolition Materials Management Plan applicable to the Project, the Project Manager shall cause the full Diversion Security Deposit to be released to the Applicant.

B. Good Faith Effort to Comply. If the Authority's Construction Manager, or the Construction Manager's Designee determines that the Construction and Demolition Materials Management Plan has not been complied with, the Construction Manager or Designee shall determine whether the Applicant made a good faith effort to comply with this Chapter. In making this determination, the Construction Manager or Designee shall consider the availability of markets for the C&D Materials transported for disposal in a landfill or transformation facility, the size of the Project, and the documented efforts of the Applicant to divert C&D Materials and remove Inert Waste from the waste stream. If the Authority's Construction Manager, or the Construction Manager's Designee determines that the Applicant has made a good faith effort to comply with this Chapter, the Construction Manager or Designee shall approve the release of the Diversion Security Deposit, or a portion thereof, to the Applicant. Any portion of the Diversion Security Deposit not released to the Applicant shall be forfeited to the Authority, and shall be used for the purposes of promoting recycling within the Authority.

C. Noncompliance. If the Construction Manager or Designee determines that the Applicant has not made a good faith effort to comply with this Chapter, or if the Applicant failed to submit the documentation required by § 15.46.600, above, within the required time period, then the Diversion Security Deposit shall be retained by the Authority.

D. Partial Refund. The Authority's Construction Manager, or the Construction Manager's Designee may authorize a partial refund when the Diversion Requirement has not been met. Any partial refund shall be in the same ratio as the demonstrated amount of diverted C&D Waste and Inert Waste, respectively, waste bears to fifty percent (50%) by weight.

E. Refund of Erroneous Payment. The Authority's Construction Manager, or the Construction Manager's Designee may authorize the refund of any Diversion Security Deposit which was erroneously paid or collected.

F. Withdrawal of Permit Application. The Authority's Construction Manager, or the Construction Manager's Designee may authorize the refund of any Diversion Security Deposit if the permit application for a Covered Project is withdrawn or cancelled before any work has begun.

G. Diversion Security Deposits retained by the Authority may be used only for:

1. Payment of Diversion Security Deposit Refunds;
2. Costs of administration of the program established by this Chapter; and
3. Cost of programs to achieve diversion of Construction Materials from disposal at disposal facilities.

## **7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

The second paragraph of Subsection 7-9 of the SSPWC is hereby deleted and replaced with the following:

The CONTRACTOR shall relocate, repair, replace, or re-establish all existing improvements within the project limits which are not designated for removal (e.g., walls, fences, doors, driveways, curbs, sidewalks, pavement, irrigation systems, signs, utility installations and associated structures; water appurtenances; telephone lines, buried communications cable, buried water pipe, buried gas pipes, buried sewer pipe; structures, etcetera) which are damaged or removed as a result of his operations or as required by the Plans and Specifications.

To the extent possible, the locations of some facilities are shown. Facilities other than those shown may exist and CONTRACTOR shall at all time exercise care to avoid physical damage to or disruption in the service of existing facilities. Existing improvements visible at the job site, for which no specific disposition is made on the Plans, but which could reasonably be assumed to interfere with the satisfactory completion of the improvements contemplated by the Plans, shall be removed and disposed of by the CONTRACTOR.

CONTRACTOR shall make all necessary modifications, relocations and reconstruction of structures such as culverts, drainage facilities and the like as necessary for construction of works described in these specifications.

The CONTRACTOR shall, as directed by the Construction Manager, remove from all public and private property at its own expense all temporary structures, rubbish and waste materials resulting from its operations and left by the public. This includes temporary work area obtained by the CONTRACTOR.

It shall be the CONTRACTOR's responsibility to conduct his operations in such a manner so as to prevent damage to existing substructures. In the event of substructure damage, the

CONTRACTOR shall bear full responsibility and total expense for repair and/or replacement of said substructure.

The CONTRACTOR shall complete all work in a systematic and orderly manner as approved by the CONSTRUCTION MANAGER.

Relocations, repairs, replacements, or reestablishment shall be at least equal to the existing improvements and shall match such improvements in finish dimensions and function unless otherwise specified.

The last paragraph of Subsection 7-9 of the SSPWC is hereby deleted and replaced with the following:

All costs to the CONTRACTOR for protecting, removing, restoring, relocating, repairing, replacing or reestablishing existing improvements for which no specified bid item is listed shall be included in related items of work and no additional compensation will be allowed.

## **7-10 PUBLIC CONVENIENCE AND SAFETY**

**7-10.1 Access.** Add the following:

Temporary No Parking signs, when required, shall be posted at least two working days, but no more than three working days in advance of the work. Signs shall be placed no more than 100 feet apart; on each side of the alleys, streets, and parking areas; and at shorter intervals as conditions warrant. The CONTRACTOR shall be responsible for furnishing the signs and for adding the dates and hours of closure. All signs shall be removed within two hours of completion of work necessitating the temporary no parking. In the event that temporary no parking must be rescheduled due to weather conditions or other unforeseen circumstances, all signs shall be removed within two hours of notification by the CONSTRUCTION MANAGER, and reposted per the above requirement.

Pedestrian traffic shall be detoured to the opposite side of the street away from construction areas wherever possible. Provisions shall be made for safe passage through construction areas where directed by the AGENCY.

Equipment or trucks shall not be parked in parking stalls for patrons or residents at any time. Equipment or trucks of any type shall be parked within the construction area. Liquidated damages for failure of the CONTRACTOR to abide by this requirement will be assessed one thousand dollars (\$1,000) per incident and will be deducted from payment due to the CONTRACTOR.

All existing signs and street name signs shall be maintained in visible locations during construction or permanently relocated, or removed as directed by the CONSTRUCTION MANAGER.

When entering, leaving or operating on roadways carrying public traffic, CONTRACTOR'S equipment, whether empty or loaded, shall in all cases yield to public traffic. A "Haul Route" permit shall be acquired from the Local Agency prior to transporting materials on public streets. Haul trucks shall be covered with tarps and secured prior to entering the traffic lanes. The CONTRACTOR shall submit to the AGENCY for review and Approval, a truck routing map prior to commencement of construction. Flagmen shall be provided when directed by the AGENCY for the safety of the general public and work personnel.

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

All traffic control procedures shall be implemented according to guidelines as set forth in the *Work Area Traffic Control Handbook (W.A.T.C.H.)* Manual and the Traffic Control Plans.

**7-10.2 Work Area Traffic Control.** Add the following: The CONTRACTOR will not be allowed to close any street for any duration of time except as approved by the CONSTRUCTION MANAGER.

During daily construction operations, there may be a certain a.m. and p.m. peak traffic hours that may require the CONTRACTOR to alter and/or modify his construction schedule to complete the work so as to have the least impact on the public, as determined by the Construction Manager.

Temporary traffic channelization shall be accomplished with barricades or delineators. Temporary striping will not be allowed unless specifically permitted by the CONSTRUCTION MANAGER or noted on the Plans.

All barricades shall have flashing lights. All lettering shall be reflectorized.

**7-10.4 Safety.** Subsection 7-10.4.6 is hereby added to Section 7 of the SSPWC as follows:

It is part of the service required of the CONTRACTOR shall make whatever provisions are necessary to protect the public. The CONTRACTOR shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life, or loss of property which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the CONSTRUCTION MANAGER, 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 CONSTRUCTION MANAGER, immediate action shall be considered necessary in order to protect the public or property due to the CONTRACTOR's operations under this contract, the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the CONSTRUCTION MANAGER, may seem reasonable and necessary.

Any portions of pavement with a drop of one (1) inch or greater as a result of cold planing or other work shall be temporarily ramped with an asphalt concrete mixture. Ramps will be required where two (2) inch drop occurs transverse to direction of traffic, but will not be required at longitudinal edges. Temporary ramp shall be removed prior to placement of new pavement surface.

Pedestrian traffic shall be detoured to the opposite side of the street away from construction areas wherever possible. Provisions shall be made for safe passage through construction areas where directed by the AGENCY.

The CONTRACTOR shall take all necessary precautions to protect the public, especially children, from the hazards of open excavations. Trenches, slopes, and excavations requiring shoring shall either be covered or adequately fenced at night and on weekends or whenever operations are not in actual progress.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary shall be borne by the CONTRACTOR. All expenses incurred by the AGENCY for emergency repairs will be deducted from the final payment due to the CONTRACTOR. However, if the AGENCY does not take such remedial measures, the CONTRACTOR is not relieved of the full responsibility for public safety.

**7-10.6 Notification to the Public** - Subsection 7-10.6 is hereby added to Section 7 of the SSPWC as follows:

The CONTRACTOR shall notify the occupants of properties affected by the work with two separate handbills. The first handbill shall be distributed 10 working days in advance of the work and shall be general in the description of the work. The second handbill shall be distributed at least 48 hours, but no more than 72 hours, in advance of work. The second handbill will describe durations and dates work will be performed. In no event shall handbills be placed in or on any portion of a property owner's mailbox. Handbills will be furnished by the AGENCY, and affected properties will be determined by the CONSTRUCTION MANAGER. In general, affected property owners are those properties that fall within 500 feet to the limits of work. The CONTRACTOR shall include in its bid all costs for the above requirements.

The Contractor shall notify the Authority by email that the handbills have been distributed. The email shall be addressed to the Authority representative(s) designated during the pre-construction conference. The email shall be sent to the Authority no later than 8 AM on the day following distribution of the notices. The email notification to the Authority shall contain a map showing the limits of distribution and the dates and times distributed. A separate email shall be sent for each distribution. The Authority will use the information on the emails to verify that the distribution has been performed. If the distribution is not verified by the Authority, the Authority will email to the Contractor's representative the locations which must be redistributed with new information. The Contractor shall not perform work in the distribution area without email notification of verification by the Authority of the distribution.

The cost for the CONTRACTOR's work in distributing the handbills shall be included in related items of work and no additional payment shall be made.

**7-15 RESPONSIBILITY FOR JOB SITE CONDITIONS**

Section 7-15 is hereby added to Section 7 of the SSPWC as follows:

CONTRACTOR acknowledges responsibility for jobsite safety and acknowledges that the Construction Manager will not have any such responsibility. To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend and hold harmless the Authority Construction Manager, and their present companies, subsidiaries, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and claim costs, arising out of or resulting from performance of work by the CONTRACTOR, its SUBCONTRACTORS, or their agents and employees, which results in damage to persons or property including wrongful death regardless of whether or not such claim, damage, loss or expense is caused in whole or in part by the negligence, active or passive, of the Authority Construction Manager, and their parent and subsidiary companies, as well as their agents and employees, excepting only the sole negligence of the Authority Construction Manager, and their parent or subsidiary companies and their agents and employees.

Hard hats and high visibility clothing shall be worn at all times when working on the project. It is the CONTRACTOR's responsibility to ensure that this requirement is enforced.

All work shall be performed in accordance with applicable Health and Safety laws and standards including all requirements of the State of California Division of Industrial Safety.

CONTRACTOR agrees that, in accordance with generally accepted construction practices, CONTRACTOR shall be required to assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property, that this requirement shall be made to apply continuously and not be limited to normal working hours, and CONTRACTOR further agrees to defend, indemnify, and hold design and construction observation professionals harmless from all liability and claims, real or alleged, in connection with the performance of work on this project.

## **SECTION 8 - FACILITIES FOR AGENCY PERSONNEL**

No field offices for AGENCY personnel shall be required, however, AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the CONTRACTOR if so provided by the CONTRACTOR for his own personnel.

## **SECTION 9 - MEASUREMENT AND PAYMENT**

### **9-3 PAYMENT**

**9-3.2 *Partial and Final Payment*** - Subsection 9-3.2 of the SSPWC is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be the last day of each month. Prior to the end of each month and preparation of progress payment, the CONTRACTOR shall meet with the CONSTRUCTION MANAGER to review all work to date and prepare a statement of the quantity of work completed to date.

When the work is complete, the CONSTRUCTION MANAGER will determine the final quantities of the work performed and prepare the final progress payment report for the Authority.

Payments to Contractor will be made within 60 days of approval of Contractor payment request and submittal of Construction Manager Progress Report. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the CONTRACTOR returns the control set of Plans and Specifications showing the as-built conditions.

A full 5 percent will be retained from all progress amounts due. The retained amounts will be authorized for final payment 35 days after the date of recordation of the Notice of Completion, less any authorized deductions from retention.

The CONTRACTOR, however, may receive interest on the retained amount or receive the retained amount itself so long as securities equivalent to the retained amounts are substituted with escrow holder approved by the AGENCY.

At the request and expense of the CONTRACTOR, retained amounts or securities equivalent to the retained amounts may be deposited with the State Treasurer or a state or federally chartered bank as the escrow agent, who shall return such monies or securities to the CONTRACTOR upon satisfactory completion of the contract less any assessed liquidated damages, and other penalty charges specified in the Contract Documents.

Surety eligible for investment shall include those listed in Section 16430 of the State Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts and stand-by letters of credit.

Any escrow agreement entered into shall contain the following provisions and be substantially similar to the form "Escrow Agreement for Security Deposits in Lieu of Retention as contained in Section 4590 of Chapter 13 of Division 5 of Title 1 of the Government Code."

**9-3.3 *Delivered Materials*** - This section is hereby deleted and replaced with the following: Materials and equipment delivered, but not incorporated into the work, will not be included in the estimate for progress partial payment. The Authority will not pay for storage costs.

**9-3.4 *Mobilization*** – This subsection is hereby deleted and replaced with the following:

Mobilization shall consist of the CONTRACTOR'S preparatory operations including: moving personnel and equipment to the project site, paying bond and insurance premiums and all other preparatory work or costs incurred before beginning work on the project.

Mobilization will be paid for at the contract lump price bid which shall be full compensation for organizing and moving all forces, supplies, equipment and incidentals to the project site, regardless of the number of times such moves are made, and all preconstruction costs incurred after award of the contract. This price shall also include costs for demobilization. No additional payment will be made therefore.

**9-4 Method of Payment**

Section 9-4 is hereby added to Section 9 of the SSPWC as follows:

9-4.1 Payment will be made on the basis of the unit prices bid for the various items as called for on the Bid Sheet(s) and included in the Contract as awarded. The quantities given in the Proposal and Contract forms are approximate only and are given as a basis for the comparison of proposals, and the Authority does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of or any class or portion of the Work or to omit portions of the Work as may be deemed necessary or advisable by the Authority Construction Manager. SEE ALSO SECTION B – ITEMS 1.19 AND 1.30

**9-5 MEASUREMENT OF QUANTITIES**

Section 9-5 is hereby added to Section 9 of the SSPWC as follows:

9-5.1 Materials paid for by the ton shall be weighed on public scales or other scales for which the State Bureau of Weights and Measures has issued a certificate of inspection, which is available to the Authority Construction Manager.

9-5.2 Full compensation for all expenses involved in conforming to the above requirements for weighing materials shall be included in the prices for the materials being weighed, and no additional allowance will be made therefore.

9-5.3 The quantity of materials paid for by the lineal foot, square foot or square yard shall be determined by horizontal measurement.

**9-6 FINAL PAYMENT**

Section 9-6 is hereby added to Section 9 of the SSPWC as follows:

9-6.1 The Authority Construction Manager shall, after completion of the Contract, make a final estimate of the amount of work done hereunder and the value of such work. The Authority shall pay ninety percent (95%) of such value, after deducting there from all previous payments and all amounts to be retained under the Contract. The payment of the retained amount shall be due and payable thirty-five (35) days after a notice of completion is filed with the County Recorder.

9-6.2 The final estimate shall be conclusive and binding against both parties to the Contract on all questions relating to the performance of the Contract and the amount of work done there under and compensation therefore, except in the case of gross error.

9-6.3 The CONTRACTOR agrees that the payment of the final amount due under the Contract is contingent upon the CONTRACTOR furnishing a release of all claims against the Authority arising by virtue of this contract. Disputed contract claims in stated amounts may be specifically excluded by the CONTRACTOR from the operation of the release.

**9-7 SCOPE OF PAYMENT**

Section 9-7 is hereby added to Section 9 of the SSPWC as follows:

9-7.1 The CONTRACTOR shall accept the compensation as herein provided as full payment for furnishing all materials, labor, tools, and equipment necessary to complete the Work, and for performing all work contemplated and embraced under the Contract; also, for loss or damage arising from the nature of the Work, or from the action of the elements, except as heretofore provided, or from any unforeseen difficulties which may be encountered during the prosecution of the Work, until the final acceptance by the Authority Board, and for all risks of every description connected with the prosecution of the Work; also, for all expenses incurred in consequence of the suspension or discontinuance of the Work as herein specified; and for completing the Work according to the Plans and Special Provisions. Neither the payment of any estimate nor of any retained percentage shall relieve the CONTRACTOR of any obligation to make good any defective work or materials.

**SECTION H – CONSTRUCTION PLAN SET**  
**FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2**  
***WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA***

**AVAILABLE FOR DOWNLOAD AT ARC PUBLIC PLANROOM BY GOING  
TO: [WWW.CRPLANWELL.COM](http://WWW.CRPLANWELL.COM). CLICK ON: PUBLIC PLANROOM. THEN  
FIND THE PROJECT NAME: DUCKFARM.**

**SECTION I – TECHNICAL SPECIFICATIONS**  
**FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2**  
***WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA***

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**APPENDIX A – STORMWATER PREVENTION POLLUTION PLAN  
FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2  
*WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA***

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**APPENDIX B – LABOR COMPLIANCE PLAN**  
**FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2**  
***WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA***

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**APPENDIX C – ROMTEC RESTROOM PLANS, SPECS, STRUCTURAL CALCS  
FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2  
*WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA***

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**APPENDIX D – SEPTIC SYSTEM REPORTS**  
**FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2**  
***WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA***

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**APPENDIX E – DUCK FARM INITIAL STUDY & MITIGATED NEGATIVE  
DECLARATION**

**FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2  
*WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA***

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**APPENDIX F – LOS ANGELES RIVER MASTER PLAN LANDSCAPING GUIDELINES  
AND PLANT PALETTES**

**FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2**

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FIND THE PROJECT NAME: DUCKFARM.**

**APPENDIX G – FINAL DUCK FARM GEOTECHNICAL REPORTS  
FOR DUCK FARM PHASE 1A – STEP 2 Project Number 2018-DF\_P1AS2  
*WATERSHED CONSERVATION AUTHORITY, AZUSA, CALIFORNIA***

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