

**CITY OF LA HABRA
PUBLIC WORKS DEPARTMENT-ENGINEERING DIVISION**



110 E. LA HABRA BOULEVARD
LA HABRA, CA 90631

CONTRACT DOCUMENTS

SPECIFICATIONS FOR:

**NEIGHBORHOODS K, L*, & M TRAFFIC MANAGEMENT PLANS
PROJECT 3-TC-19;
NEIGHBORHOODS J, F, & N* TRAFFIC MANAGEMENT PLANS
PROJECT 3-TC-20; AND
NEIGHBORHOODS E, A, & C TRAFFIC MANAGEMENT PLANS
PROJECT 4-TC-20**

CITY MANAGER		JIM SADRO
	<u>LA HABRA CITY COUNCIL</u>	
MAYOR		JOSE MEDRANO
MAYOR PRO TEM		JAMES GOMEZ
COUNCIL MEMBER		STEVE SIMONIAN
COUNCIL MEMBER		ROSE ESPINOZA
COUNCIL MEMBER		DAREN NIGSARIAN

BID OPENING: Thursday, October 27th, 2022 at 3:30 P.M.

PLANS AND SPECIFICATIONS:
PICKED UP: \$35.00
MAILED: \$45.00

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PROJECT 4-TC-20**

October 2022

Approved by:

A handwritten signature in blue ink, appearing to be 'A. Mendoza', is written over a horizontal line.

**Albert Mendoza, P.E.
Deputy Public Works Director/City Engineer**

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- SECTION A -

NOTICE INVITING BIDS

CITY OF LA HABRA
CALIFORNIA
NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City Clerk of the CITY of La Habra, California for furnishing all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities and all other items and facilities necessary therefor as provided in the Contract Documents for the **NEIGHBORHOOD K, L*, & M TRAFFIC MANAGEMENT PLANS, PROJECT NO. 3-TC-19; NEIGHBORHOOD J, F, & N* TRAFFIC MANAGEMENT PLANS, PROJECT NO. 3-TC-20; AND NEIGHBORHOOD E, A, & C TRAFFIC MANAGEMENT PLANS, PROJECT NO. 4-TC-20** in strict compliance with the specifications, plans and contract documents on file at the Engineering Division of the City of La Habra.

DATE OF OPENING BIDS: Bids will be received at **the Office of the City Clerk of the CITY of La Habra** until **3:30 P.M. on Thursday, October 27th, 2022** at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside **“NEIGHBORHOOD K, L*, & M TRAFFIC MANAGEMENT PLANS, PROJECT NO. 3-TC-19, NEIGHBORHOOD J, F, & N* TRAFFIC MANAGEMENT PLANS, PROJECT NO. 3-TC-20; AND NEIGHBORHOOD E, A, & C TRAFFIC MANAGEMENT PLANS, PROJECT NO. 4-TC-20.”**

LOCATION OF WORK: The work to be constructed hereunder is located on various streets within the City of La Habra, County of Orange. Work to be done is shown on plans attached to these specifications.

DESCRIPTION OF WORK: The work to be performed shall include but not be limited to **installation of AC speed lumps, installation of new posts, installation of new traffic signs, relocation of existing traffic signs, installation of rectangular raid flashing beacons (RRFB’s), installation of solar powered LED flashing sign system, installation of radar speed feedback sign with solar power & mounting, installation of Botts’ dots, and installation and removal of striping; and other work required to install traffic calming devices as shown on plans.**

CONTRACTOR’S LICENSE: The CITY has determined that a Class “A” General Engineering Contractor’s License, or a combination of Class “C-12” Earthwork and Paving Contractor’s License and Class “C-32” Parking and Highway Improvement Contractor’s License is required for this project.

COMPLETION OF WORK: All work shall be completed within **Forty Five (45)** working days from the start date specified in the Notice To Proceed.

AWARD OF CONTRACT: The CITY reserves the right, after opening the bids, to reject any or all bids, waive any informality or irregularity in such bids, or to award to the lowest responsible bidder and reject all other bids.

PROPOSAL GUARANTEE AND BONDS: Each bid must be accompanied by a certified cashier's check or by a corporate surety bond on the form furnished by the CITY, as guarantee that the bidder will, if an award is made to him in accordance with the terms of his bid, promptly secure Worker's Compensation Insurance and Liability Insurance, execute the contract in the required form and furnish satisfactory bonds for the faithful performance of the contract and for the payment of claims of materialmen and workers thereunder. Said check or bidder's bond shall be in an amount of not less than ten (10) percent of the amount of the bid. The Faithful Performance Bond shall be not less than one hundred (100) percent of the total amount of the bid price named in the contract. The Payment Bond shall be not less than one hundred (100) percent of the total amount of the bid price named in the contract. The CITY reserves the right to reject any bond if, in the opinion of the ENGINEER, the Surety's acknowledgment is not in the form included in the contract documents or in another form substantially as prescribed by law.

PREVAILING RATES OF WAGES: In accordance with the provisions of the California Labor Code, the City of La Habra has ascertained the general prevailing rates of per diem wages in the locality in which the work is to be performed to be that contained in the Southern California Master Labor Agreement, a copy of which is on file in the Office of the City Clerk of the City of La Habra and will be made available to any interested party upon request. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes applicable to the work to be done.

APPRENTICE: The Contractor shall comply with all the requirements of Section 1776, 1777.5, and 1777.6 of the California Labor Code.

CONTRACT DOCUMENTS: The contract documents shall consist of the Notice Inviting Bids, the Instructions to Bidders, the Proposal, the Bid Sheet, the Bid Security Form for Check or Bond, the List of Subcontractors, the Agreement, Non-Collusion Affidavit, the Faithful Performance Bond, the Payment Bond, the Certificate of Compliance Affirmative Action Requirements, and the Standard Specifications for Public Works Construction, latest edition and supplements thereto, made a part by reference, together with all additions, deletions, modifications or interpretations of any of said documents, all of which are hereby made a part of this Notice Inviting Bids.

Specifications are available for inspection, without charge, at the Engineering Division of the City of La Habra.

Complete sets of said plans and bid documents may be purchased at **\$35.00** per set and are obtainable from the Engineering Division of the City of La Habra, Civic Center, La Habra, California. An additional **\$10.00** shall be charged for requests by mail. No refund shall be made for sets of said plans and bid documents returned.

ADDRESS AND MARKING OF PROPOSAL: The envelope enclosing the proposal shall be sealed and addressed to the **City Clerk** and hand delivered to the **City Clerk at the Civic Center, 110 E. La Habra Boulevard (Administration Building), or mailed to the City of La Habra, Civic Center, Post Office Box 337, La Habra, California 90633-0337.** The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and shall bear the words “Proposal For” followed by the title of the specifications for the work, and the date and hour of opening bids. The certified or cashier’s check, money order, or bidder’s bond shall be enclosed in the same envelope with the proposal.

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REQUIREMENT: No CONTRACTOR or Subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code 1725.5 and Senate Bill 854.

SUBMISSION OF QUESTIONS:

- Questions received after Monday, October 17, 3:30 pm may not be considered.
- Questions or clarifications deemed by the City to be material change will be answered via issuance of an addendum and posted to the City’s online bidding service, CIPlist.com.
- Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder’s responsibility to be informed of any issued addenda and to include all such information in its Bid.
- Any questions regarding this solicitation shall be submitted electronically to Michael Plotnik at mplotnik@lahabracalifornia.gov.

BID SCHEDULE:

Bid AdvertisementThursday, October 6, 2022
Requests for Informationdue by Monday, October 17, 3:00 pm
Response to Requested for Information.....Thursday October 20, 3:00 pm
Bid Openingdue by Thursday, October 27, 2022, 3:30 pm

- SECTION B -

INSTRUCTIONS TO BIDDERS

CITY OF LA HABRA

INSTRUCTIONS TO BIDDERS

The following instructions and conditions apply to the attached bid and the bidder acknowledges the acceptance thereof by signing and filing said bid.

Each bidder shall state whether he is an individual, firm or corporation; if firm, give name of each member; if a corporation, give name of president, secretary, treasurer and manager.

Proposals shall be submitted to the CITY on forms prepared and furnished in the bid documents, or as provided by the Engineering Division of the City of La Habra. When presented, they must be completely made out in the manner and form indicated therein, showing the proposed prices clearly and legibly and must be properly signed by the bidder. Proposals presented otherwise may be rejected.

Each proposal so submitted, together with the required proposal guarantee hereinafter prescribed, shall be presented under sealed cover and must be filed prior to the time and place designated in the Notice Inviting Bids. A proposal so presented, however, may be withdrawn by the BIDDER provided the request therefor is made in writing, is signed by the BIDDER or his authorized representative and is filed prior to the time fixed for the opening of bids. The withdrawal of a bid proposal does not prejudice the right of the BIDDER to file a new bid.

All proposals submitted as hereinabove prescribed will be publicly opened and read at the time and place indicated in the Notice Inviting Bids.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each item of work, a unit price and an amount for the item in the respective space provided for this purpose. In the case of unit price items, the amount set forth under the "AMOUNT" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item. In the case of discrepancy between the words and figures, the **words** shall prevail.

In case of discrepancy between the "Unit Price" and the "Amount" set forth for the item, the **Unit Price** shall prevail. However, if the amount set forth as a Unit Price is ambiguous, unintelligible or uncertain for any cause or is omitted or in the case where the Unit Price is the same amount as the entry in the "AMOUNT" column for the item, the "**AMOUNT**" price shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "AMOUNT" column shall be the unit price.
- (2) As to unit price items, the amount set forth in the "AMOUNT" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

In case of discrepancy between the sum of the individual “AMOUNT” prices and the Total Bid Price, **the sum of the individual “AMOUNT” prices** shall prevail.

Bidders must satisfy themselves by personal examination of the location of the proposed work and by personal examination of the proposed contract documents as to the actual conditions and the requirements of this work and shall not at any time after submission of the bid dispute, complain or assert that there was any misunderstanding in regard to the nature or the amount of work to be done unless a written change in these specifications or contract or written clarification thereof has been issued by the City.

Each bid must be in a sealed envelope which is to be clearly marked so as to identify it as a bid (such as **“Sealed Bid - do not open with regular mail”**), giving the number and name of the project or specification and the name of the bidder. These instructions are particularly necessary if your bid is transmitted by mail. Failure to identify the project or to address it to **the City of La Habra, P.O. Box 337, La Habra, California 90633-0337, Attention City Clerk**, will result in the opening of the envelopes with the regular mail and may thereby void the bid.

The City Council will award the contract to the lowest responsible bidder, however, said Council reserves the right to reject any or all bids, to waive any informality in the bids received and, if necessary, to take said bids under advisement for a period not to exceed sixty (60) days.

All proposal requirements and conditions as set forth in the Standard Specifications shall apply hereto.

APPROXIMATE ESTIMATE: The quantities shown in the proposal form and in the estimate included in the bid documents shall be considered as approximate only, being listed therein for the purpose of serving as a general indication of the amount of work or materials to be performed or furnished as a basis for the comparison of bids. The Council does not guarantee nor agree, either expressly or by implication, that the actual amounts required will correspond therewith, but reserves the right to increase or decrease the amount of any item, portion of work to be performed or material to be furnished, or to omit any such item or portion, in accordance with the provisions relative thereto set forth in the bid documents or Standard Specifications under which the work is to be constructed, without in any way invalidating the contract should such increase, decrease or omission be deemed necessary or expedient.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS: The CITY requires that Disadvantaged Business Enterprises (DBE’s) have the opportunity to participate in public works projects. To assist the City in establishing future DBE goals, all contractors are required to submit a list of all subcontractors and suppliers, whether DBE or not, contracted during preparation of the bid. However, this bid has no set goal, as it is a non-federally funded project.

- SECTION C -

SPECIAL PROVISIONS

**NEIGHBORHOOD K, L*, & M TRAFFIC MANAGEMENT PLANS
PROJECT NO. 3-TC-19;
NEIGHBORHOOD J, F, & N* TRAFFIC MANAGEMENT PLANS
PROJECT NO. 3-TC-20; AND
NEIGHBORHOOD E, A, & C TRAFFIC MANAGEMENT PLANS
PROJECT NO. 4-TC-20**

SPECIAL PROVISIONS

SECTION 1. DEFINITION OF TERMS

CITY: The City of La Habra

CITY COUNCIL: The City Council of the City of La Habra.

ENGINEER: Any reference to the “Engineer” in the specifications shall be construed to mean the City Engineer of the City of La Habra or his authorized agents.

BIDDER: Any individual, firm or corporation submitting a bid to furnish the materials and equipment and perform the work herein specified, properly made out on the form furnished by the Engineering Division, duly executed by the bidder and enclosed within a sealed envelope directed to the **City Clerk, Civic Center, 110 E. La Habra Blvd., La Habra, California 90631.**

BID FORMS: The blank forms prepared by the CITY on which the bidder must submit the bid.

CONTRACTOR: The bidder whose bid is accepted and to whom the contract is awarded.

CONTRACT: The Specifications, Special Provisions, the notice inviting bids, the bid and addenda of the Contract, and the agreement entered into pursuant thereto shall constitute the Contract between the City of La Habra and the Contractor.

LABORATORY: The designated laboratory authorized by the Engineer to test materials and work involved in the contract.

THE WORK: All the work required to be performed under the contract.

GENERAL CONSTRUCTION TERMS: Unless otherwise specifically defined herein or unless the content requires a different meaning, all words, terms and phrases having a well-known or technical meaning shall be so construed.

USE OF PRONOUNS: Words used herein in the masculine gender include the feminine and neuter and vice versa; the singular number includes the plural and the plural the singular. The word “person” includes a corporation, association or partnership.

SECTION: The part into which these Special Provisions are divided. Each section is designated by a whole number preceding its title.

ARTICLES: The parts into which sections are divided. Each article is designated by a number preceding its title, the first two figures to the right of the decimal point being the number of the article and the figures or figure to the left of the decimal point being the number of the section of which such article is a part. Thus: Article 11.05 indicates Article 5 of Section 11.

SUBDIVISIONS: The parts into which articles are divided. Each subdivision is designated by a number preceding its title, the figure or figures to the right of the article number being the number of the subdivision. Thus: Subdivision 11.05.2 indicates Subdivision 2 of Article 5 of Section 11.

STANDARD SPECIFICATIONS: The document entitled “Standard Specifications for Public Works Construction”, latest edition and supplements thereto, are hereinafter referred to as the Standard Specifications.

Other terms appearing in the Standard Specifications shall have the intent and meaning specified in Section 1, Definition of Terms, of the Standard Specifications. In case of conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall take precedence over and be used in lieu of such conflicting portions of the Standard Specifications.

SECTION 2. REQUIREMENTS AND CONDITIONS

ARTICLE 2.01 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND WORKSITE: Bidders must satisfy themselves by personal examination of the proposed work site and by such other means as they may prefer as to the actual conditions and requirements of the work. Bidders shall not at any time after submission of the bid, dispute, complain or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

The City of La Habra, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 C.F.C., Part 8), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination of the grounds of race, color or national origin.

ARTICLE 2.02 BID FORMS: All bids submitted shall be made on the blank forms to be obtained from the ENGINEER at his office. The BIDDER shall submit bid on the form furnished to him. Bids submitted on forms other than those provided by the ENGINEER as aforesaid will be disregarded. All bids shall give the price bid both in writing and figures and shall be signed by the bidder with his address. **Bids shall be enclosed in a sealed envelope directed to the City Clerk, Civic Center, 110 E. La Habra Blvd., La Habra, California 90631.**

ARTICLE 2.03 IRREGULAR BIDS: Bids may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind.

ARTICLE 2.04 DISQUALIFICATION OF BIDDERS: The CITY COUNCIL may reject any and all proposals or bids should it deem this for the public good and the bid of any party who has been delinquent or unfaithful in any former contract with the CITY, and may reject all bids other than the lowest bid of any responsible bidder and may award the contract for said work or improvement to the lowest responsible bidder at the prices named in his bid.

ARTICLE 2.05 MATERIAL GUARANTEE: Before any bid is accepted, the BIDDER may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work, together with samples which may be subjected to the tests provided for in these Specifications or in the Special Provisions to determine their quality and fitness for the work.

ARTICLE 2.06 BONDS: In lieu of Section 2-4 “Contract Bonds” of the Standard Specifications, the CONTRACTOR, simultaneously with the execution of the Agreement, shall furnish a surety bond in an amount equal to one hundred (100) percent of the CONTRACT price as security for the faithful performance of the CONTRACT and a separate surety bond in an amount equal to one hundred (100) percent of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with the CONTRACT. Said bonds shall be secured from a Surety Company satisfactory to the CITY.

ARTICLE 2.07 BID GUARANTEE:

SUBDIVISION 2.07.1: All bids shall be presented under sealed cover and shall be accompanied by cash, cashier’s check, certified check or bidder’s bond made payable to the *City of La Habra* for an amount equal to at least ten percent (10%) of the amount of said bid. No bid will be considered unless such cash, cashier’s check, certified check or bidder’s bond is enclosed therewith.

SUBDIVISION 2.07.2: RETURN OF BID GUARANTEE: The bid guarantee of the BIDDER or BIDDERS who are being considered for the award of Contract shall be held until the execution of said contract, and shall thereupon be returned to the BIDDER. Bid guarantee of other BIDDERS will be returned to such BIDDERS upon award of the CONTRACT.

ARTICLE 2.08 AWARD OF CONTRACT: The award of contract, if it be awarded, will be within sixty (60) days of the opening of bids.

ARTICLE 2.09 EXECUTION OF CONTRACT: The contract, construction schedule, and bonds shall be executed and filed by the successful bidder with the City Clerk of the City of La Habra not later than ten (10) days after the award of contract.

All bidders may submit with their bids a sworn statement of their financial responsibility, technical ability and experience. Such sworn statement may be required to be furnished before award is made to any particular bidder.

The CITY COUNCIL may, upon the refusal or failure of successful lowest responsible BIDDER to accept the CONTRACT, award it to the second lowest responsible BIDDER. If the legislative body awards the CONTRACT to the second lowest BIDDER, the amount of the lowest BIDDER's security shall be applied by the CITY to the difference between the low bid and the second lowest bid; and the surplus, if any, shall be returned to the lowest BIDDER if cash or a check is used, or to the surety company if BIDDER's bond is used.

ARTICLE 2.10 BEGINNING OF WORK: The CONTRACTOR shall begin work within fifteen (15) days from the start date specified in the Notice To Proceed.

ARTICLE 2.11 PLANS AND SPECIFICATIONS: Specifications and bid documents are on file at the **Engineering Division, Civic Center, 110 E. La Habra Blvd., La Habra, California.** Copies may be purchased from the City Engineer for a fee of **\$35.00** for each set of specifications and accompanying drawings. An additional fee of **\$10.00** shall be charged for requests made by mail. No refunds shall be made for sets of said plans and bid documents returned.

ARTICLE 2.12 CONTRACT DOCUMENTS: The Contract Documents shall consist of the Notice Inviting Bids, the Instructions to Bidders, the Proposal, the Bid Sheet(s), the Bid Security Form for Check or Bond, List of Subcontractors, the Faithful Performance Bond, the Payment Bond, the Agreement, Non-Collusion Affidavit, the Special Provisions, the Drawings, the Standard Specifications for Public Works Construction, latest edition and supplements thereto, together with all additions, deletions, modifications, appendices and all addenda as prepared prior to the date of the bid opening setting forth any modifications or interpretations of any said documents are hereby incorporated in and made a part of the Contract Documents.

All Contract Documents are complementary, and what is called for in any one shall be as binding as if called for in all. The intention of the documents is to require a complete and finished piece of work. The CONTRACTOR, at his sole cost and expense, shall perform all labor and services and shall furnish all materials, tools, equipment and facilities necessary for the proper execution of the work, with the exception of such items as may be definitely stipulated in the Specifications or on the Plans to be furnished by the CITY. Anything shown on the Plans and not in the Specifications, or in the Specifications and not in the Plans, shall be performed by the CONTRACTOR as though shown on both the Plans and Specifications.

Documents which shall be signed and returned to the CITY with Bid Proposal are:

Proposal, Bidder's Bond, Bidder's Information, List of Subcontractors, and Statement of Non-Collusion by Contractor (Principal and Subcontractor)

Documents which are to be signed and returned to the CITY by the winning bidder are:

Agreement, Faithful Performance Bond, Labor and Material Payment Bond Public Work (California), Supplemental Information to be Completed by Principal, Bid Guarantee, Tax Identification Number, Liability Insurance, Workers Compensation Insurance, and Certificate of Compliance.

Subdivision 2.12.1 Precedence Of Contract Documents: If there is a conflict between Contract Documents, the order of precedence shall be as follows:

1. Contract
2. Specifications
3. Plans

Within the Specifications, the order of precedence is as follows:

1. Change Orders
2. Addenda
3. Permits from other agencies/Supplemental Agreements
4. Special Provisions
5. Instructions to Bidders
6. Notice Inviting Bids
7. Referenced Standard Drawings
8. Referenced Standard Specifications

With reference to Plans, the order of precedence is as follows:

1. Change Order drawings govern over Addenda and Contract drawings.
2. Addenda drawings govern over contract drawings.
3. Contract drawings govern over shop drawings and Standard drawings.
4. Detail drawings govern over general drawings.
5. Figures govern over scaled dimensions.

ARTICLE 2.13 AUTHORITY OF THE ENGINEER: The ENGINEER shall have the authority to direct as may be necessary to ensure that the work is in strict compliance with the Contract Documents; determine the quantity, quality and soundness of the work; determine if material and equipment being used is satisfactory; interpret the requirements of the contract; and, make decisions regarding the progress and execution of the work. However, neither the ENGINEER nor any representative of the ENGINEER shall have the authority to authorize extra work that is out of scope of the project or increase the cost beyond the contract amount without prior approval by the CITY COUNCIL. Should any discrepancy appear or any misunderstanding arise as to the importance of anything contained in the specifications or drawings, the matter shall be referred to the ENGINEER, who shall decide the same in accordance with the true intent and meaning as construed by him. Any difference or conflicts which may arise between the CONTRACTOR and any other CONTRACTOR also under the contract administration of the ENGINEER shall be arbitrated by the ENGINEER.

ARTICLE 2.14 ACCESS TO WORK: The ENGINEER, his agents and duly authorized representatives of the CITY shall at all times and for any purpose, have access to the work and the premises used by the CONTRACTOR and the CONTRACTOR shall provide safe and proper facilities therefor.

ARTICLE 2.15 LEGAL ADDRESS OF THE CONTRACTOR: The address given in the Proposal is hereby designated as the place to which all notices, letters and other communications to the CONTRACTOR shall be mailed or delivered. The mailing or delivering to the above-named place of any notice, letter or other communication to the CONTRACTOR, shall be deemed sufficient service thereof upon the CONTRACTOR. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the CONTRACTOR and delivered to the ENGINEER.

ARTICLE 2.16 CONTRACTOR'S RESPONSIBILITIES: The CONTRACTOR shall be responsible for the safe, efficient and adequate use of equipment during the progress of the work so as to secure the safety of the workers and others. The CONTRACTOR is also responsible for the quality of work required and the stipulated rate of progress. It shall be the CONTRACTOR's responsibility to perform the work strictly in accordance with the Specifications and Plans or in accordance with modifications as may be made by the ENGINEER in the form of addendum or written change orders. The presence of the Public Works Inspector does not relieve the CONTRACTOR of his obligation to comply with the requirements of the Plans, Specifications, and Contract Documents.

The CONTRACTOR shall assume the defense of and indemnify and save harmless the CITY and its officers and agents from all claims of any kind arising from his own negligence or that of his agents in the performance of the CONTRACT.

The CONTRACTOR shall be responsible for the custody of any material furnished him for the care of all work until its completion and final acceptance. He shall, at this own expense, replace damaged or lost material and repair damaged parts of the work, regardless of cause, or the same may be done at the CONTRACTOR's expense by the CITY.

During the progress of the work the CONTRACTOR shall keep the worksite in a neat and clean condition and free from any unsightly accumulation of rubbish. If stockpiling is necessary, the material shall be removed or disposed of weekly. He shall remove from the vicinity of the completed work all plant, building, rubbish, unused materials, concrete forms and equipment belonging to him or used under his direction during construction. In the event of his failure to do so, the same may be removed by the CITY at the CONTRACTOR's expense.

All operations of the CONTRACTOR shall be conducted in such a manner as to avoid unnecessary dust. To this end, the CONTRACTOR shall provide equipment, materials, water, and labor to keep all parts of the work adequately sprinkled and dust free as determined by the ENGINEER.

Full compensation for dust control measures and conforming with the provisions of this Section shall be included in the prices paid for the various contract items of work listed in the Bid Schedule, and no additional compensation will be allowed therefor.

SECTION 3. SCOPE OF WORK

ARTICLE 3.01 WORK TO BE DONE: The CONTRACTOR shall for the price bid furnish all the necessary labor, materials, equipment, methods, processes, implements, tools, and machinery except as otherwise specified to perform the required work in a thorough and workmanlike manner in accordance with the plans and specifications, and to the satisfaction of the ENGINEER.

The work to be performed shall include but not be limited to installation of AC speed lumps, installation of new posts, installation of new traffic signs, relocation of existing traffic signs, installation of rectangular raid flashing beacons (RRFB's), installation of solar powered LED flashing sign system, installation of radar speed feedback sign with solar power & mounting, installation of Botts' dots, and installation and removal of striping.

ARTICLE 3.02 FINAL CLEANING UP: Before acceptance of the work and final payment therefor, the CONTRACTOR shall clean the work and all ground occupied by him in connection with the work, of all rubbish, excess materials, equipment and forms. All parts of the work shall be left in a neat and presentable condition.

ARTICLE 3.03 REPAIRS AND REPLACEMENTS: All damage done to existing facilities and improvements by the CONTRACTOR shall be repaired by him to the satisfaction of the ENGINEER. Where sidewalks, curbs or gutters are to be repaired, the repairs shall be made by removing and replacing the entire section back to the nearest scoring lines and not by refinishing the damaged portion.

SECTION 4. CONTROL OF THE WORK

ARTICLE 4.01 COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS: These specifications, drawings, special provisions and all supplementary documents are essential parts of the contract. A requirement occurring in one is as binding as though occurring in all. The drawings and specifications are intended to be cooperative and to describe and provide for the workmanlike completion of proposed improvements. Refer to Subdivision 2.12.1 for procedure of Contract Documents.

ARTICLE 4.02 SPECIFICATIONS AND DRAWINGS: The CONTRACTOR shall keep at the work site a copy of the Specifications and Plans at all times and provide the ENGINEER access thereto.

The CONTRACTOR shall check all dimensions and quantities on the drawings or schedules herein contained or given to him by the ENGINEER, and shall notify the ENGINEER of errors therein which may be discovered by examining and checking the drawing. He shall not take advantage of any error or omission in these specifications, drawings or schedules, but should such error or omission be discovered, the CONTRACTOR shall notify the ENGINEER and the CONTRACTOR shall carry out the ENGINEER's instructions, as if originally specified.

ARTICLE 4.03 SUPERVISION BY THE CONTRACTOR: The CONTRACTOR shall give his personal superintendence to the work, using all his skills and attention in directing the performance of the work or he shall provide a competent, full-time superintendent or foreman with the authority to act on his behalf and whom shall be present to direct the work on the project at all times during its progress. All directions given to the CONTRACTOR's superintendent or other authorized supervisory employee shall be as binding as if delivered to the CONTRACTOR personally.

ARTICLE 4.04 LABOR: Any overseer, superintendent, laborer or other person employed by the CONTRACTOR who shall perform his work in a manner contrary to the specifications shall be discharged immediately and such person shall not again be employed on the project.

ARTICLE 4.05 LINES AND GRADES: If applicable, the CONTRACTOR will set all lines and grades in accordance with the plans and all work done shall conform thereto. The CONTRACTOR shall dig all stake holes necessary to give lines and grades. The CONTRACTOR shall preserve all stakes set for lines, grades or measurements of the work in their proper places until authorized to remove them by the ENGINEER. Any expense incurred in replacing stakes which the CONTRACTOR or his subordinates may have failed to preserve shall be borne by the CONTRACTOR. Unless otherwise noted, the grade between two grade points shall be a straight line between such two points.

ARTICLE 4.06 INSPECTION: The CONTRACTOR shall notify the ENGINEER at least **forty-eight (48) hours** in advance of starting or resuming work so that the ENGINEER can arrange for an assistant ENGINEER or INSPECTOR to be present. Failure to give such notice shall be cause for rejection of such work. The CONTRACTOR shall furnish the ENGINEER's and INSPECTOR's reasonable facilities for obtaining such information as may be necessary to give them full information at all times respecting the progress and manner of doing the work and the character of the materials.

SUBDIVISION 4.06.1 SPECIAL INSPECTION FEES: If the CONTRACTOR elects to work under this contract more than eight (8) hours per day and forty (40) hours per week; or Saturday, Sunday, overtime, or CITY Holidays, the CONTRACTOR shall arrange with the ENGINEER for the required inspection service and pay the special inspections fees which will be charged at the following rates:

Monday through Friday	\$130.00 / hour
Saturday, Sunday, overtime and Holidays	\$180.00 / hour

ARTICLE 4.07 DEFECTIVE WORK OR MATERIALS: Inspection of the work shall not relieve the CONTRACTOR of his obligation to fulfill his duty as herein prescribed. Defective work shall be made good by the CONTRACTOR. Unsuitable work and materials may be rejected notwithstanding that such work and materials were previously inspected by the ENGINEER and accepted or estimated for payment. If the work, or any part thereof, is determined to be defective at any time before final acceptance of the work, the CONTRACTOR shall forthwith make good such defect without additional compensation in a manner satisfactory

to the ENGINEER and shall be charged as provided in the preceding section for excess materials furnished by the CITY.

If materials furnished and brought upon the job site by the CONTRACTOR for use in the work, or selected for the same by him shall be condemned by the ENGINEER as unsuitable or not in conformity with the Specifications, the CONTRACTOR shall forthwith discard such materials and remove them to a satisfactory distance from the vicinity of the work.

If the CONTRACTOR fails or neglects to make ordered repairs to defective work, or to remove rejected materials from the work site within ten (10) days after notification by the ENGINEER, the ENGINEER acting on behalf of the CITY may make the ordered repairs or remove the condemned materials and deduct the cost thereof from monies due to the CONTRACTOR.

ARTICLE 4.08 EQUIPMENT AND PLANT: Equipment not suitable to produce the quality of work required will not be permitted to operate on the project.

Plants, tools and equipment shall be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity and of such character to insure the production of sufficient material to take the work to completion within the scheduled time frame. The CONTRACTOR shall provide adequate and suitable equipment and plants to meet the above requirements and when ordered by the ENGINEER shall remove unsuitable equipment from the worksite and discontinue receiving materials from unsatisfactory plants.

ARTICLE 4.09 ADDITIONS OR OMISSIONS OF WORK, LABOR, OR MATERIALS:

SUBDIVISION 4.09.1: ADDITIONS: The CONTRACTOR shall make additional excavations, furnish and place additional imported borrow, plant-mixed surfacing, concrete or do other additional work or furnish other additional materials where the necessity for or the extent of such work or materials does not appear and cannot with reasonable diligence, cost and certainty, be determined in advance or will only be disclosed by the doing of the work or in any contingency which reasonable care and consideration could not be foreseen. Such additional work or materials shall be specified in writing by the ENGINEER, subject to approval of the CITY COUNCIL of the CITY of La Habra, and shall be paid for at the unit prices set for in the contract.

SUBDIVISION 4.09.2: OMISSIONS: The CONTRACTOR shall omit any portion of the work, labor or materials required to be done or furnished under the plans and the specifications when the necessity for the omission of said work, labor or materials does not appear and cannot with reasonable certainty, diligence and cost be ascertained in advance or will only be disclosed by the doing of the work or in any contingency which reasonable care and consideration could be foreseen; which said omission of work, labor or materials shall be specified and required in writing by the ENGINEER, subject to the approval of the CITY COUNCIL of the CITY of La Habra, and shall be deducted from the contract price at the unit prices therefore set forth in said contract. Where the contract price is a lump sum, then the cost of the amount deducted shall be proportion of said lump sum such as the quantity of work, labor or materials omitted bears to the quantity upon which said lump sum is based.

SUBDIVISION 4.09.3: MARK-UPS FOR EXTRA WORK: The CONTRACTOR shall use the specified mark-ups for all approved extra work:

For General Contractor's work, 15% mark-up for materials and equipment; and 20% mark-up for labor.

For Subcontracted work, 10% mark-up for the first \$5,000; and 5% mark-up for costs in excess of \$5,000.

ARTICLE 4.10 FINAL INSPECTION: The ENGINEER will not make the final inspection until the work provided and contemplated by the CONTRACTOR has been completed and the final clean-up performed.

ARTICLE 4.11 CONTRACTOR REPORTING REQUIREMENTS: The following items shall be required as a part of the CONTRACTOR payment requests. Incomplete submittal or omission of any of the following requirements shall be cause for rejection and return of payment requests to the CONTRACTOR for correction. All items shall be complete and current to the satisfaction of the Engineer. The CONTRACTOR shall provide all information for his own firm as well as each and every subcontractor. Payment requests shall include at least the following items:

- Breakdown of each pay item showing locations and quantities of work requested for payment.
- certification that the as-built records are current and documented in writing.
- submission of DBE information including DBE amounts completed to date, DBE providers, Monthly DBE Trucking Utilization Report, and certification that the CONTRACTOR is meeting DBE contractual requirements
- Certified Payroll Reports
- updated work schedule
- all change order requests complete to date, including all Force Account cost supporting documentation
- copies of all SWPPP and other Best Management Practices reports, and certification that BMP's are current and implemented
- certification of all federal requirement postings
- copies of test results (if testing is required of CONTRACTOR)
- survey records, maps, cut sheets, calculations, and other data
- Subcontractor Change Requests and subcontractor data
- other forms or reports as may be required by contract

ARTICLE 4.12 PENALTIES: Notwithstanding penalty provisions elsewhere in these specifications, the CITY may impose financial penalties in the case of the CONTRACTOR not fulfilling his contractual obligations. These obligations include, but are not limited to, performing work within the time limits of the contract; public notification; implementation of Best Management Practices, SWPPP, and other management plans; maintaining records; notification of the ENGINEER; traffic control; safety; controlling the work area; maintaining a

competent supervisor on site at all times while performing work; surveying; testing; updating of schedules; and other such contractual obligations. The CONTRACTOR shall be responsible for all obligations and penalties applied to subcontractors as if he himself were performing the work.

The amount of penalty shall be equal to the daily liquidated damages, prorated for each 15 minute period, or portion of 15 minutes, of contract violation. Each violation shall be additive if multiple violations occur during the same time period.

ARTICLE 4.13 CLEANUP, TRAFFIC CONTROL, SAFETY: The CONTRACTOR shall maintain complete liability and responsibility for implementing project site cleanliness, traffic control, and safety at all times. If, in the opinion of the ENGINEER or his designated representative, there is a condition warranting corrective action by the CONTRACTOR, the CONTRACTOR will be advised and requested to correct the condition to the satisfaction of the ENGINEER. This requirement in no way absolves the CONTRACTOR of any obligation or duty to provide for the safety of persons and property at all times, nor does it impose any obligation or duty on the Engineer to provide any such services or advisement.

The CONTRACTOR shall maintain all travel lanes open in each direction at all times between 6:00 a.m. & 9:00 a.m., and 3:00 p.m. & 7:00 p.m., unless otherwise approved by the ENGINEER.

The CONTRACTOR's supervisor will not leave the project site until he has personally inspected and verified that all cleanliness, traffic control, and safety conditions are in a suitable condition, and has informed the ENGINEER that he has performed such an inspection. Likewise, no work may commence at the beginning of the work day until all cleanliness, traffic control, and safety measures and procedures have been reviewed, discussed, and implemented by the supervisor with all of the CONTRACTOR's and subcontractor's forces.

In the event that the CONTRACTOR does not immediately respond to the ENGINEER's request for corrective action, and the situation presents a hazard to persons and/or property, the ENGINEER may cause the work to be corrected by others. Likewise, in the event that the CONTRACTOR is not on site, cannot immediately respond, or is otherwise unavailable, the ENGINEER may cause the work to be corrected by others. If corrective work is performed by others, then the CONTRACTOR may be charged for all of the costs, including overhead and indirect costs, required to correct the work. INSPECTOR's costs shall be per Article 4.06 INSPECTION. ENGINEER's costs shall be 1.5 times the noted INSPECTOR's rate. In addition, the ENGINEER may impose additional penalties as provided for elsewhere in these specifications.

ARTICLE 4.14 REMOVAL OF PERSONNEL: The ENGINEER reserves the right to direct the CONTRACTOR to remove any specified personnel from the project at any time without reason. If directed, the CONTRACTOR shall immediately remove such personnel from the project site, and replace such with another competent person. This requirement shall apply to subcontractor personnel as if they were the CONTRACTOR's personnel. Violation shall be subject to penalties as noted elsewhere in these specifications.

SECTION 5. CONTROL OF MATERIAL

ARTICLE 5.01 DRAWINGS AND INFORMATION REQUIRED OF CONTRACTOR: The CONTRACTOR shall before proceeding with the fabrication or erection of structures or appurtenances if called for under the contract and required in its erection thereof, furnish the ENGINEER with the information regarding same and shall submit to the ENGINEER for approval drawings, specifications, lists and graphs as required under these specifications. Said drawings, specifications, lists and graphs shall become the property of the CITY. In the event that the ENGINEER shall find that the drawings, specifications, lists and graphs as submitted by the CONTRACTOR, are in accordance with acceptable practice and meet the requirements of these specifications, the ENGINEER will return one (1) set of drawings and lists with his approval within ten (10) days after their receipt at the ENGINEER's office; otherwise, said drawings will be returned to the CONTRACTOR within the said ten (10) day period with a statement of the points wherein they have been found unsatisfactory, in which case, the CONTRACTOR at his own expense, shall proceed at once to revise said drawings and lists until they shall be found satisfactory by the ENGINEER and are approved by him. No fabrication shall be done prior to approval of drawings and lists. The CONTRACTOR shall have no claim for damages or extension of time on account of any delay due to revision of drawings as found necessary by the ENGINEER in order to fulfill the requirements of these specifications; but, regardless of such delays, the CONTRACTOR shall be liable to the CITY as provided in the specifications for any failure to complete the work as required by the terms of the contract. Revisions shown on shop drawings shall be considered as changes necessary to meet the requirements of specifications and shall not be taken as the basis of claims for extra work.

The approval of all drawings by the ENGINEER shall apply to general design only and shall in no way relieve the CONTRACTOR from responsibility for errors or omissions contained therein; nor shall said approval operate to waive or modify any provisions or requirement contained in these specifications.

ARTICLE 5.02 SAMPLES AND TESTS: All tests of materials furnished by the CONTRACTOR shall be made by a laboratory authorized by the ENGINEER to make the tests and work involved in the contract. The expense of such tests shall be included in the prices bid for the work.

Tests shall be made in accordance with commonly recognized standards of national organizations and such special methods and tests as are described in the Standard Specifications.

No material shall be used until it has been approved by the ENGINEER. Samples will be secured and tested whenever necessary to determine the quality of materials.

Whenever reference is made in these specifications to standard tests or requirements of the American Society for Testing Materials (ASTM), the reference shall be construed to mean the standards that are in effect at the date of these specifications.

ARTICLE 5.03 STORAGE OF MATERIALS: Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary by the

ENGINEER, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground. They shall be placed under cover when so directed. Stored materials shall be so located as to facilitate prompt inspection.

SECTION 6. LEGAL RELATIONS AND RESPONSIBILITIES

ARTICLE 6.01 LAWS TO BE OBSERVED:

SUBDIVISION 6.01.1 LAWS AND REGULATIONS: The CONTRACTOR shall keep himself fully informed of all Federal and State laws, County and CITY ordinances and regulations which, in any manner, affect those engaged or employed on the work, the materials used in the work or the conduct of the work. If any discrepancy or inconsistency should be discovered in this contract or in the Plans or Specifications herein referred to, in relation to any such law, ordinance or regulation, the CONTRACTOR shall forthwith report the same in writing to the ENGINEER. The CONTRACTOR shall, at all times, observe and comply with and shall cause all his agents and employees to observe and comply with all such applicable laws, ordinances and regulations in effect or which may become effective before completion of this contract. He shall protect and indemnify the CITY and its officers and agents against any claim or liability arising from or based on the violations of any such laws, ordinances or regulations whether by himself or by his employees or his subcontractors or their employees.

Except as otherwise explicitly provided in these specifications, all permits and licenses necessary to the prosecution of the work shall be secured by the CONTRACTOR at his own expense and he shall pay all taxes properly assessed against his equipment or property used or required in connection with the work.

All state laws, all county and CITY ordinances and regulations now imposed by competent authority and relating to any materials required to be furnished under these specifications and work required to be done hereunder, shall be deemed to be and hereby are made controlling and part of these specifications.

SUBDIVISION 6.01.2 GENERAL: The CONTRACTOR shall keep himself fully informed of all existing state and national laws and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

SUBDIVISION 6.01.3 EIGHT-HOUR LAW: Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit as a penalty of **twenty five dollars (\$25.00)** for each workman employed in the execution of the contract by the Contractor or any subcontractor under him for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code and in particular, Section 1810 to Section 1815 thereof inclusive except that work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week, shall be compensated at not less than one and one-half (1 ½) times the basic rate of pay as provided in Section 1815.

SUBDIVISION 6.01.4 PREVAILING RATE OF PER DIEM WAGES: Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes applicable to the work to be done.

The CONTRACTOR shall comply with Labor Code Section 1775. In accordance with said section, the CONTRACTOR shall forfeit as a penalty to the City **fifty dollars (\$50.00)** for each calendar day, or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

SUBDIVISION 6.01.5 CERTIFIED PAYROLL: Pursuant to Section 1776 of the Labor Code, the CONTRACTOR and/or subcontractors shall submit weekly to the CITY for each week in which any contract work is performed a certified copy of all payroll records. Should the CONTRACTOR fail to provide such payroll certificates, the CITY may withhold **\$1,000.00** for each weekly payroll certificate not received from payment due.

ARTICLE 6.02 PERMITS AND LICENSES: The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notice necessary and incident to the due and lawful prosecution of the work. No fee is charged for an Encroachment Permit issued by the CITY for a Public Works Project. The Contractor shall obtain a CITY of La Habra Business License.

ARTICLE 6.03 PATENTS: The CONTRACTOR shall assume all costs arising from use of patented materials, equipment, devices or processes used on or incorporated in the work and agrees to indemnify and save harmless the CITY of La Habra, the CITY COUNCIL, the CITY ENGINEER and their fully authorized representatives from all suits of law or actions of every nature for, or on account of, the use of any patented materials, equipment, devices or processes.

ARTICLE 6.04 PRESERVATION OF PROPERTY: The CONTRACTOR shall conduct the operations in a careful and prudent manner to avoid damage to adjacent property.

The CONTRACTOR shall preserve and protect all on-site and roadside trees from injury. All trees useful for shade or other purposes shall be cared for by the CONTRACTOR and no trees within the limits of project site shall be cut or removed unless indicated on the plans.

All fences along the line of the improvement shall be protected by the CONTRACTOR; if they are injured or destroyed they shall be restored to a condition as good as when he entered upon the work. It is required that the CONTRACTOR replace in kind or reimburse the owners thereof for all fences, shrubs, buildings and other improvements damaged or removed by the construction operations not shown on the plans.

The CONTRACTOR shall preserve and protect from injury all buildings, pole lines, pipe lines and all direction, warning and mileage signs and any other structures which have been placed within the limits of the project site.

Full compensation for the work involved in the preservation of property, as above specified, shall be considered as included in the price paid for the work, and no additional allowance will be made therefor.

ARTICLE 6.05 PRESERVATION OF MONUMENTS: The CONTRACTOR shall not disturb any monuments, stakes or sign posts found on the line of the improvement until authorized by the ENGINEER. The CONTRACTOR shall bear the expense of resetting any monument, stakes or sign posts which may be disturbed without authorization from the Engineer.

ARTICLE 6.06 RESPONSIBILITY FOR DAMAGE: During the progress of the work, the CITY will not be answerable or accountable, in any manner, for any loss or damage that may happen to the work or any part thereof; or for injury to any person or persons, either workmen or the public, or for damage to adjoining property from any cause which might have been prevented by the CONTRACTOR or his workmen or any one employed by him, against all of which injuries or damages to persons and property the CONTRACTOR having control over such work must properly guard. The CONTRACTOR shall be responsible for any damage to any person or property resulting from defects or obstructions or from any causes whatsoever during the progress of the work, or at any time before its completion and final acceptance and shall indemnify and save harmless the CITY and/or its officers and/or its employees from all suits or actions of every name and description brought for or on account of any injuries or damages received or sustained by any person or persons by or from the CONTRACTOR, his servants or agents in the construction of the work or by or in consequence of any negligence in guarding the same in improper materials used in its construction or by or on account of any act or omission of the CONTRACTOR or his agents.

ARTICLE 6.07 COOPERATION BETWEEN CONTRACTORS: Where two or more CONTRACTORS are employed on related or adjacent work, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each CONTRACTOR shall be responsible to the other for all damage to work, person or property or for loss caused by failure to finish the work within the time specified for completion.

ARTICLE 6.08 CONTRACTOR'S RESPONSIBILITY FOR WORK: Except as provided above, until the formal acceptance of the work by the CITY COUNCIL, the CONTRACTOR shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause whether arising from the execution or from the non-execution of the work. The CONTRACTOR shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expense thereof except for such injuries or damages as occasioned by acts of the Federal Government and the public enemy. In case of suspension of work from any cause whatever, the CONTRACTOR shall be responsible for all materials and shall properly store them, if necessary, and shall provide suitable drainage of the project site and erect temporary structures where necessary.

ARTICLE 6.09 NO PERSONAL LIABILITY: Before the contract is executed on behalf of the CITY, a bidder to whom the contract has been awarded shall furnish to the CITY a policy or certificate of protective liability insurance in which the CITY shall be named as an additional insured with the bidder. The policy shall insure the CITY, his officers, and his employees; the bidder, his employees and his subcontractors and their employees, their heirs, agents and employees; while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the CITY. The policy shall provide for the following limits:

Public liability insurance in an amount not less than \$1,000,000.00 for injuries including accidental death for any one person and subject to the same limit for each person in an amount not less than \$1,000,000.00 on account of any one accident.

Property damage insurance in an amount not less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate.

All insurance issued in compliance with this section shall be insured in the form and by the insurer or insurers satisfactory to and first approved by the CITY in writing. The CONTRACTOR shall not allow any subcontractor to commence work on his subcontract until the subcontractor has secured all required bonds and insurance.

ARTICLE 6.10 WORKER'S COMPENSATION INSURANCE: The CONTRACTOR shall procure and maintain Worker's Compensation Insurance as required by applicable state or territorial law for all of his employees to be engaged in work at the site of the project under this Contract. In case of any such work sublet, the CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation Statute, the CONTRACTOR shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

The CONTRACTOR and/or subcontractor shall file a copy of their Certificate of Compensation Insurance with the CITY and no work shall begin until such certificate is filed with the CITY. In the event of cancellation, the insurance company shall give the CITY ten (10) days written notice.

ARTICLE 6.11 SUBCONTRACTING: Attention is directed to the provisions in Section 2-3, "Subcontracts", of the Standard Specifications and these Special Provisions.

In accordance with the requirements of Sections 4100 to 4133 inclusive of the Public Contract Code, each bidder shall list in his Proposal the name and business address of each subcontractor to whom the bidder proposes to subcontract all or a portion of work and shall list each subcontractor licensed by the State of California proposed by the bidder to specially fabricate

and install all or a portion of the work. Said list shall include a description of the portion of the work which will be done by each subcontractor.

A sheet for listing the subcontractors as required is included in the proposal. The successful responsible bidder shall submit a letter to the CITY requesting approval of all subcontractors. Included in the letter shall be a list of the names and addresses of each CONTRACTOR, items to be subcontracted by item number, brief description of the item, and contract bid value. If only a portion of the item is to be subcontracted, that portion and dollar value of work, based on contract item bid value, shall be indicated.

No subcontractor shall be permitted to perform any work under the contract without having first been approved, in writing, by the CITY.

ARTICLE 6.12 BEST MANAGEMENT PRACTICES (BMP's): (Bid Item 3) The CONTRACTOR shall comply with subsections 7-8 of the Standard Specifications for Public Works Construction. The CONTRACTOR shall not permit polluted water to enter a catch basin or drainage channel. Water pollution control work shall consist of constructing those facilities which may be shown on the Plans, specified elsewhere in these Special Provisions, required by the Standard Specifications, required by National Pollutant Discharge Elimination System (NPDES No. CAS000002) California General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ, or ordered by the ENGINEER. Said work is intended to provide prevention, control and abatement of water pollution to streams, waterways and other bodies of water.

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

If applicable, before starting any work on the project the CONTRACTOR shall submit to the ENGINEER for acceptance a program for effective control of water pollution. Such program shall show the schedule for the erosion control work included in the contract and for all water pollution control measures which the CONTRACTOR proposes to take in connection with construction of the project to minimize the effect of his operations upon adjacent streams and other bodies of water. The CONTRACTOR shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until such program has been accepted. The CONTRACTOR shall revise and bring up to date said water pollution control program at any time the ENGINEER makes written request for such revision. The ENGINEER will notify the CONTRACTOR of the acceptance or rejection of any submitted or revised water pollution control program in not more than five (5) days. The OWNER shall not be liable to the CONTRACTOR for failure to accept all or any portion of an originally submitted or revised water pollution control program, nor for any delays to the work due to the CONTRACTOR's failure to submit an acceptable water pollution control program.

The CONTRACTOR may request the ENGINEER to waive the requirement for submission of a written program for control of water pollution when the nature of the CONTRACTOR's operation is such that erosion is not likely to occur. Waiver of this requirement will not relieve the CONTRACTOR from responsibility for compliance with the other provisions of this section. Waiver of the requirement for a written program for control of water pollution will not preclude submittal of a written program at a later time if the ENGINEER deems it necessary because of the effect of the CONTRACTOR's operations.

Where erosion control damage will cause water pollution which is probably due to the nature of the material or the season of the year, the CONTRACTOR's operations shall be so scheduled that permanent erosion control features will be installed concurrently with or immediately following grading operations.

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

The CONTRACTOR shall adhere to Water Pollution Control requirements in accordance with the approved CITY plan (if applicable) and as required by law, and shall comply with all requirements of the Water Quality Act, including requirements established and enforced by the state and local Regional Water Quality Control Board. The CONTRACTOR shall not discharge or permit to be discharged to any street, channel, river, storm drain, or any appurtenances thereof, any non-rain water or other liquid from the project site or from operations pertaining to the project site without first obtaining a valid National Pollution Prevention Discharge Elimination System (NPDES) permit unless the discharge is specifically listed as exempt or conditionally exempt. The CONTRACTOR shall implement all necessary Best Management Practices (BMP's) to ensure that any conditionally exempt discharge meets all current requirements of Water Quality Control Board and the CITY.

Best Management Practices (BMP's) shall include all labor, work, and materials necessary to plans and implement BMP's into the project. BMP's shall include methods and materials to provide safety and protection throughout construction; protect on-site soils and storm drainage facilities from hazardous material or construction material contamination; protect on-site soils from erosion; protect workers, the CITY, and the public from hazards of construction activities; provide response activities and communications in the event of an emergency; and other items as the Engineer may deem appropriate for the situation. BMP's shall be established prior to beginning construction. The CONTRACTOR shall implement and continue all requirements throughout construction and in accordance with law.

BMP's shall be developed and updated using the California Stormwater Quality Association (CASQA) Storm Water Best Management Practice Handbook Web Portal for Construction (requires subscription to access). The CASQA Construction BMP Web Portal required a subscription to be purchased from CASQA and can be accessed at the following link: <https://www.casqa.org/resources/bmp-handbooks>

Except as otherwise provided in this Section 6.12, or in the Standard Specifications or elsewhere in these Special Provisions, full compensation for conforming to the requirements in this section shall be included in the contract Lump Sum (LS) price bid for BEST MANAGEMENT PRACTICES (BMP's) and no additional compensation will be allowed therefore.

ARTICLE 6.13 TRESPASS: The CONTRACTOR shall be responsible for all damage or injury which may be caused on any property by trespass of the CONTRACTOR's employees in the course of their employment whether the said trespass was committed with or without the consent or knowledge of the CONTRACTOR.

ARTICLE 6.14 SAFETY, SANITARY AND MEDICAL REQUIREMENTS: The CONTRACTOR, his employees, his subcontractors and their employees shall promptly and fully carry out the existing safety, sanitary and medical requirements as may from time to time be prescribed by the Industrial Safety Commission and by County or State Health Departments to the end that proper work shall be done and the safety and health of the employees and of the community may be conserved and safeguarded. In case any such regulations and orders are not observed by the Contractor, they may be enforced by the Engineer at the Contractor's expense.

ARTICLE 6.15 WATER AND POWER: Unless otherwise provided in the Special Provisions, the CONTRACTOR shall provide, at his own expense, all necessary water and power required for his operations under the contract.

ARTICLE 6.16 PROTECTION OF UNDERGROUND FACILITIES: Attention is directed to the possible existence of underground facilities not known to the CITY or in a location different from that which is indicated on the plans or in these Special Provisions. The CONTRACTOR shall take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service. If the CONTRACTOR discovers underground facilities not indicated on the Plans or in these Special Provisions, he shall immediately give the ENGINEER written notification of the existence of such facilities. Such facilities shall be protected from damage as directed by the ENGINEER and the CONTRACTOR will be paid for such work as extra work as provided in Section 3-3 of the Standard Specifications.

ARTICLE 6.17 AIR POLLUTION CONTROL: Section 7-8.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

The CONTRACTOR shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract including any air pollution control rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of

paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

ARTICLE 6.18 PROJECT APPEARANCE: The CONTRACTOR shall maintain a neat appearance to the work. In any area visible to the public, the following shall apply:

When practicable, broken concrete and debris developed shall be disposed of concurrently with its removal. If stockpiling is necessary the material shall be removed or disposed of on the next working day, except that stockpiles shall not be left in the public right of way on weekends or holidays.

Full compensation for conforming to the provisions in this section not otherwise provided for shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 6.19 FAIR EMPLOYMENT PRACTICE COMMISSION CERTIFICATION: The CONTRACTOR's attention is directed to the requirements in Section 12990 of the Government Code for nondiscrimination and compliance employment programs.

ARTICLE 6.20 SOUND CONTROL REQUIREMENTS: The CONTRACTOR shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the CONTRACT.

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

The noise level from the CONTRACTOR's operations between the hours of 8:00 a.m. and 5:00 p.m. shall not exceed 86 DBA at a distance of 50 feet. This requirement in no way relieves the CONTRACTOR from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job including, but not limited to, trucks, transit mixers or transient equipment that may or may not be owned by the CONTRACTOR. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 6.21 LEGAL RELATIONS AND RESPONSIBILITY: The CONTRACTOR's attention is directed to the provisions of Section 7, "Responsibilities of Contractor", of the Standard Specifications and these Special Provisions for the requirements and conditions which he must observe in the execution of the work.

SECTION 7. PROSECUTION AND PROGRESS

ARTICLE 7.01 PROSECUTION AND PROGRESS: The CONTRACTOR's attention is directed to Section 6, "Prosecution, Progress and Acceptance of Work", of the Standard Specifications.

ARTICLE 7.02 TIME LIMIT: The work specified herein and shown on the Plans shall be completed within **Forty-Five (45) working days** from the date specified in the Notice to Proceed. Attention is directed to Section 6-8 and 6-9 of the Standard Specifications, "Completion, Acceptance and Warranty" and "Liquidated Damages". The CONTRACTOR shall pay to the CITY the sum of **ONE THOUSAND NINE-HUNDRED DOLLARS (\$1,900.00)** per calendar day for each and every calendar day delay beyond the time prescribed for finishing the work.

SECTION 8. PAYMENTS

Within ten (10) days after the date of acceptance of the work the ENGINEER will cause to be filed on behalf of the City in the Office of the County Recorder a Notice of Completion (NOC) of the work herein agreed to be done by the CONTRACTOR.

Upon expiration of forty-five (45) days after the filing of such Notice of Completion (NOC) of the work, the CITY will pay to the CONTRACTOR the amount remaining after deduction from the amount of value stated in the above-mentioned estimate all prior payments to the contract and all amounts to be kept and retained under the provisions of the Contract.

If the CONTRACTOR disagrees with the ENGINEER's final estimate and within said period of forty-five (45) days files a written statement of his claims, the ENGINEER will issue as a semi-final estimate the proposed estimate submitted to the CONTRACTOR and the CITY will within thirty (30) days' pay the sum found due thereon after deducting from the amount of value stated in the first mentioned estimate all prior payments to the CONTRACTOR and all amounts to be kept and retained under the provisions of the contract. The ENGINEER will then consider and investigate the CONTRACTOR's claim and will make such revision in the said estimate as he may find to be due and will then certify in writing to the City Clerk the whole amount and value of the work done by the CONTRACTOR under and according to the terms of the contract. The CITY will pay the amount so found due after deducting all previous payments, amounts to be retained under the contract, and amounts which may be retained in accordance with the applicable specifications.

ARTICLE 8.01 PARTIAL PAYMENTS: At the request of the CONTRACTOR, partial payments will be made on a monthly basis. The Progress Pay requests shall be submitted on or before the 20th day of each month. The estimate may include only work completed up to and including this date. Progress pay requests showing work not accomplished by the 20th day of the month shall be rejected.

ARTICLE 8.02 PAY RETENTION: From each progress estimate **five (5) percent** will be deducted and retained in accordance with Section 9-3.2 of the Standard Specifications.

ARTICLE 8.03 FINAL ESTIMATE AND PAYMENT: Whenever in the opinion of the ENGINEER the CONTRACTOR shall have completely performed the contract on his part the CONTRACTOR shall submit to the ENGINEER a written statement to the final quantities of contract items for inclusion in the final estimate.

All prior estimates upon which partial payments have been made shall be subject to correction in the final estimate. The final estimate and payments made thereunder shall be final and conclusive upon the CONTRACTOR.

ARTICLE 8.04 TAXES: No mention shall be made of sales tax or use tax, as all bid prices submitted shall be considered as including such tax.

SECTION 9. WORK SCHEDULES

ARTICLE 9.01 WORK SCHEDULE: Before the commencement of work, the CONTRACTOR shall submit a work schedule prepared using the latest version of Microsoft Project or approved equal to the ENGINEER for approval. The work schedule shall be submitted at least **ten (10) days** prior to commencement of work and shall be kept current through the progress of the work. The work shall be performed in order of their priorities and as directed by the ENGINEER. Full compensation for conforming to the requirements of this section shall be considered as included in mobilization costs and non-pro-ratable, and no additional compensation will be allowed therefore.

SECTION 10. CITY REQUIREMENTS

ARTICLE 10.01 FAIR EMPLOYMENT PRACTICES: In connection with the performance of work under this Contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not willfully discriminate against any employee or applicant for employment because of race, sex, color, religion, age, handicap status, or national origin. The CONTRACTOR will take affirmative action to ensure that the applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, religion, age, handicap status, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by awarding authority setting forth the provisions of this Fair Employment Practices section.
2. The CONTRACTOR will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, a notice advising the said labor union workers' representative of the CONTRACTOR's commitments under this section, and shall post copies of the

notice in conspicuous places available to employees and applications for employment.

3. The CONTRACTOR will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records the Fair Employment Practices Commission, the CITY or any other appropriate agency designated by the CITY for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this Contract.
4. The finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the CITY as a basis for determining the CONTRACTOR to be not a “responsible bidder” as to future contracts for which such CONTRACTOR may submit bids.

The CITY shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the CONTRACTOR has violated the Fair Employment Practices Act and has issued an order under Government Code Section 12970 or obtained an injunction under the Government Code Section 12973.

Upon receipt of such written notice from the Fair Employment Practices Commission, the CITY shall notify the CONTRACTOR that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

5. The CONTRACTOR agrees, that should the CITY determine that the CONTRACTOR has not complied with the Fair Employment Practices section of this CONTRACT, then pursuant to Labor Code Section 1735 and 1755, the CONTRACTOR shall, as a penalty to the Agency, forfeit for each calendar day, or portions thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the CONTRACTOR. The Agency may deduct any such damages from any monies due to the CONTRACTOR from the CONTRACT.
6.
 - a. Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the CITY from pursuing any other remedies that may be available by law.
 - b. Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to require or permit the hiring of an employee not permitted by the National Labor Relations Act.

7. Prior to award of the CONTRACT, the CONTRACTOR shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance which shall be evaluated in each case by the CITY.
 - a. The CONTRACTOR shall provide evidence, as required by the CITY, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - b. The CONTRACTOR shall provide evidence, as required by the CITY, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - c. Personally, or through his representatives, the CONTRACTOR shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement which will:
 - (1) Spell out responsibilities for non-discrimination in hiring, referral, upgrading and training.
 - (2) Otherwise implement an affirmative anti-discrimination program in terms of the union's specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.
 - d. The CONTRACTOR shall notify the CITY of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its prequalification.
8. The CONTRACTOR will include the provisions of the foregoing paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each such subcontractor.
9. The CONTRACTOR in executing the proposal, thereby certifies that he has or will meet the standards for affirmative compliance with the Fair Employment Practices requirements contained herein.
10. The CONTRACTOR shall comply with the procedures and conditions set forth in Section XII of the CITY Affirmative Action Plan as adopted by Resolution 2404 of the CITY on January 21, 1975, a portion of which reads as follows:

“It shall be the policy of the CITY to require all contractors and vendors doing business with the CITY in an amount in excess of \$50,000.00 and/or 200 employees to certify their compliance with Title VII of the Civil Rights Act and the Equal Employment Opportunity Act of 1972. Said certification shall be stipulated by the CITY to safeguard against discrimination by contractors or vendors on the basis of race, color, creed, sex, age, or nationality concerning the practices of recruitment,

promotion, demotion, transfer, layoff, or termination. A violation of this non-discrimination certification will be considered a material provision violation and shall be grounds for termination or suspension, in whole or in part, of the contract by the CITY”.

SECTION 11. CONSTRUCTION DETAILS

ARTICLE 11.01 GENERAL

SUBDIVISION 11.01.1 DESCRIPTION OF WORK: The work to be performed shall include but not be limited to **construction of speed lumps; installation of radar speed feedback signs, blinker signs and rapid flashing beacons; installation of striping and markings; installation of signs and posts; and other work required to install traffic calming devices as shown on the plans.**

SUBDIVISION 11.01.2 ORDER OF WORK: Order of work shall conform to the provisions of Section 6-1, “Construction Schedule and Commencement of Work,” of the Standard Specifications and these Special Provisions.

Final locations of speed lumps, rectangular rapid flashing beacons, traffic signs and posts, radar speed feedback signs, and LED blinker signs shall be approved by the Engineer prior to construction.

If applicable, PCC construction shall be completed prior to pavement construction.

The ENGINEER may instruct the CONTRACTOR to complete all work in an individual location prior to commencing work in another location, and the CONTRACTOR shall abide by such direction.

SUBDIVISION 11.01.3 PUBLIC CONVENIENCE AND ACCESS: The Contractor shall conduct his operations so as to cause minimum obstruction and inconvenience to the public.

At least ten (10) days prior to commencing work, the CONTRACTOR shall submit to the ENGINEER his construction schedule for approval in accordance with Section 9. This schedule shall allow businesses and residents on the affected streets to park within a reasonable distance from their business or home. The CONTRACTOR shall distribute to each resident or business affected by the construction a written notice at least seven (7) calendar days prior to commencing construction. The CONTRACTOR shall notify residents and businesses of the work and post temporary “No Parking” signs. The notice shall include the date and working hours of construction. It shall be the CONTRACTOR’s responsibility to complete the notification letter with the proper dates at the time of notification. If the CONTRACTOR fails to meet the schedule indicated in the Notice, the CONTRACTOR shall reschedule his work and re-notify the residents. Request for changes shall be submitted by the CONTRACTOR to the ENGINEER for approval at least ten (10) working days in advance and residents shall be re-notified seven (7) calendar days prior to commencing construction.

Continuous emergency and local traffic access shall be maintained in the area of work and vehicular access to individual driveways shall be provided and maintained except for short durations of not more than two hours and with prior notice to the adjacent residents involved. No overnight closure of driveways will be allowed except while construction is in progress and concrete is curing. The CONTRACTOR shall provide alternate ramps for access while concrete is curing, where feasible.

Should the CONTRACTOR appear to be neglectful or negligent in furnishing warning and protective measures, the ENGINEER may direct the CONTRACTOR's attention to the existence of such hazards. The CONTRACTOR shall provide all necessary warning and protective measures immediately, at his expense. Whether the ENGINEER points out the inadequacy of warning and protective measures or not, such action, or lack of action, on the part of the ENGINEER shall not relieve the CONTRACTOR from the responsibility for public safety or abrogate his obligation to furnish and pay for safety measures and devices. If attention is directed to the existence of a hazard, and the CONTRACTOR fails to provide an appropriate remedy, any expense incurred by the CITY for furnishing or maintaining safety measures and devices may be deducted from the pay estimates and the total contract price for the work.

The CONTRACTOR shall maintain access for residents at all times during the construction and at the end of each work day as specified above. The travel lanes shall be graded smooth and shall be maintained in a smooth condition throughout the period of construction including weekends, and at times as directed by the ENGINEER.

The CONTRACTOR shall be responsible for maintaining location of, and access to, all utilities and underground facilities during construction operations, including but not limited to valves and monitoring wells.

SUBDIVISION 11.01.4 PUBLIC NOTICE: The CONTRACTOR shall notify businesses and residents affected by the construction in writing not less than **forty-eight (48) hours** in advance of commencement of demolition, construction, or storage of materials in the street, and in accordance with Article 11.05 of these specifications. The notice shall include but not be limited to:

1. The Time and Date of Commencement.
2. Date of Completion.

A copy of the letter shall be submitted to the ENGINEER or his representative for approval not less than **five (5) days** prior to distribution.

SUBDIVISION 11.01.5 HOURS OF WORK: All work shall be performed between **7:30 A.M. and 4:00 P.M., Mondays through Fridays except Holidays**. No work shall be performed outside normal working hours without advanced authorization from the ENGINEER. For any inspection outside of regular working hours, the CONTRACTOR shall pay all costs for the INSPECTOR's time. Request for overtime inspection shall be made in writing to the ENGINEER.

Full compensation for conforming to all the requirements in this article shall be considered as included in the prices bid for the various contract items of work and no additional compensation will be allowed therefor.

ARTICLE 11.02 FURNISH AND APPLY WATER: Furnishing and applying water shall be considered as included in the unit prices paid for the various bid items requiring water and no additional compensation will be allowed therefor.

Should the CONTRACTOR require water for construction operations, such as for compaction and dust control, he may use water from any fire hydrant adjacent to the job site upon application of a "No Fee" permit from the CITY, Engineering Division. The CONTRACTOR shall apply water for dust control as necessary and as directed by the ENGINEER.

Prior to using water, the CONTRACTOR shall install a water meter, a valve and an approved back-flow prevention device on the fire hydrant at his expense. The CONTRACTOR shall notify the Los Angeles County Fire Department and the Public Works Department 24 hours in advance, stating the location of the hydrant and the hours when it will be used. The CONTRACTOR shall operate the fire hydrant with a hydrant wrench only. Should damage occur to the hydrant, the CONTRACTOR shall make repairs at his expense and/or further use of CITY water may be prohibited. The meter will be used for monitoring water use only. The CONTRACTOR will not be charged for water used on the project.

ARTICLE 11.03 MOBILIZATION: (Bid Item 1) Mobilization shall include all labor, work, and materials necessary to mobilize and demobilize forces, equipment, and materials; obtain bonding, insurance, permits, licenses; and other work as necessary to prepare for construction the work. Compensation for **Mobilization shall not exceed Five Percent (5%) of the total bid amount. This bid item will be considered to be completed at the time of the first partial payment for other work amounting to at least 10% of the project cost.**

Full compensation for complying with the work contained in this section for MOBILIZATION shall be included in the contract bid price per Lump Sum (LS), and no additional compensation will be allowed therefor.

ARTICLE 11.04 APPURTENANT WORK: All items in the proposal form are considered as complete in place including all incidental and appurtenant work and materials necessary for the satisfactory completion of the same. Full payment shall be considered as the price for the bid for the item of work and no additional compensation will be made therefor.

ARTICLE 11.05 TRAFFIC CONTROL: (Bid Item 2) The CONTRACTOR shall conduct his operations so as to cause minimum obstruction and inconvenience to the public.

The CONTRACTOR shall maintain all travel lanes open in each direction at all times between 6:00 a.m. & 9:00 a.m. and 3:00 p.m. & 7:00 p.m., unless otherwise approved by the ENGINEER.

At least five (5) days prior to commencing work, the CONTRACTOR shall submit to the ENGINEER his construction schedule for approval in accordance with Section 9. **The CONTRACTOR shall distribute to each resident or business affected by the construction a written notice at least forty-eight (48) hours prior to commencing construction. The Contractor shall provide the Engineer the Notice for approval five (5) days prior to the distribution.**

Based upon the construction schedule, the CONTRACTOR shall notify residents and businesses of the work and post temporary "No Parking" signs. The notice shall include the date and working hours of construction. This schedule shall allow residents on the streets to park within a reasonable distance from their homes. It shall be the CONTRACTOR's responsibility to complete the notification letter with the proper dates at the time of notification. If the CONTRACTOR fails to meet the schedule indicated in the Notice, the CONTRACTOR shall reschedule his work and re-notify the residents. Request for changes in the schedule shall be submitted by the CONTRACTOR to the ENGINEER for approval at least **five (5) days** prior to the scheduled work for the streets affected.

Continuous emergency and local traffic access shall be maintained in the area of work and vehicular access to individual driveways shall be provided and maintained except for short durations of not more than two (2) hours and with prior notice to the adjacent residents involved. No overnight closure of driveways will be allowed except while construction is in progress and concrete is curing. The CONTRACTOR shall provide alternate ramps for access while concrete is curing, where feasible.

At least **forty-eight (48) hours** prior to commencing construction, the CONTRACTOR shall notify the **La Habra Police and Los Angeles County Fire Departments, trash provider, Post Office, Ambulance Service, La Habra City School District, Lowell Joint School District, and Fullerton Joint Union High School District** giving the expected starting date, the name and telephone number of a responsible person that is to be contacted, at any hour, in the event of a condition requiring immediate correction.

The CONTRACTOR shall maintain access for residents at all times during the construction and at the end of each work day as specified above. The travel lanes shall be graded smooth and shall be maintained in a smooth condition throughout the period of construction including weekends, and at times as directed by the ENGINEER.

The CONTRACTOR shall be responsible for maintaining location of, and access to, all utility valves during construction operations.

The CONTRACTOR shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project as specified in 7-10 in the Standard Specifications or as directed by the ENGINEER.

All traffic control devices (delineators, signs, etc.) must be picked up at the end of the workday and stored off-site at an approved location. Traffic control devices may not be left

overnight in the medians, at the curb, on sidewalks, etc. All graffiti on construction traffic control devices (delineators, signs, etc.) must be removed daily, or the signs be replaced.

Prior to construction, the CONTRACTOR shall submit to the ENGINEER for approval, a site-specific traffic control plan (TCP) signed and stamped by a (California licensed) Traffic Engineer or Civil Engineer. This plan shall include, but not be limited to, location of all signs and barriers and proposed traffic flow diagrams. The information shall include the minimum requirements of the State of California Manual of Uniform Traffic Control Devices (CA MUTCD), latest edition. In certain cases, the Work Area Traffic Control Handbook (WATCH) or the California Temporary Traffic Control Handbook (CATTCH), latest edition, may be used, but only after approval by the ENGINEER. No additional compensation will be permitted for plan preparation related costs.

The CONTRACTOR shall furnish at his expense and with no extra cost to the CITY such flagmen and guards as are necessary to give adequate warning to the public that roadway work is underway and of any dangerous conditions to be encountered. Flagmen shall perform their duties and be provided with equipment in accordance with current "Instructions to Flagmen" of the State of California, Division of Highways. The equipment shall be furnished, kept clean and in good repair by the CONTRACTOR at his own expense. The CONTRACTOR shall furnish, erect, maintain and regularly inspect barricades, lights, signs and other devices as are necessary to prevent accidents and avoid damage or injury to the public. These devices shall conform to the requirements set forth in the CA MUTCD, latest edition.

Closures and parking restrictions shall only be made for the amount of time necessary to complete construction activities. Areas that do not have active construction work shall be secured and reopened as directed by the ENGINEER. Extents of closures and parking restrictions shall be limited to areas as necessary for immediate construction activities.

When necessary to provide vehicular or pedestrian crossings over the fresh pavement, the Engineer shall direct the CONTRACTOR to spread sufficient sand or rock dust on the affected area to eliminate tracking or damage to the slurry. Sand or rock dust used for this purpose shall be at the CONTRACTOR's expense.

The CONTRACTOR's operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the Work, or an approved detour shall be provided.

Should the CONTRACTOR appear to be neglectful or negligent in furnishing warning and protective measures, the ENGINEER may direct the CONTRACTOR's attention to the existence of such hazards. The CONTRACTOR shall provide all necessary warning and protective measures immediately, at his expense. Whether the ENGINEER points out the inadequacy of warning and protective measures or not, such action, or lack of action, on the part of the ENGINEER shall not relieve the CONTRACTOR from the responsibility for public safety or abrogate his obligation to furnish and pay for safety measures and devices. If attention is directed to the existence of a hazard, and the CONTRACTOR fails to provide an appropriate remedy, any

expense incurred by the CITY for furnishing or maintaining safety measures and devices may be deducted from the pay estimates and the total contract price for the work.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to: fire hydrants; commercial and industrial establishments; churches, schools, and parking lots; service stations and motels; hospitals; police and fire stations; and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the ENGINEER.

Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding 300 feet, shall be maintained unless otherwise approved by the ENGINEER.

Traffic maintenance shall conform to the provisions in Section 7-10 "Public Convenience and Safety" of the Standard Specifications and these Special Provisions (and as shown in the drawings).

Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to the extent that safe access may be provided, and the street is opened to local traffic, the CONTRACTOR shall immediately clear the street and driveways and provide and maintain access.

The CONTRACTOR shall cooperate with the various parties involved in the delivery of mail and the collection and removal of trash and garbage to maintain existing schedules for these services.

If applicable, grading operations, roadway excavation and fill construction shall be conducted by the CONTRACTOR in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

Unless otherwise authorized, work shall be performed in only one-half the roadway at one time. One half shall be kept open and unobstructed until the opposite side is ready for use. If one-half a street only is being improved, the other half shall be conditioned and maintained as a detour.

Full compensation for complying with the work contained in this section shall be included in the contract Lump Sum (LS) price bid for TRAFFIC CONTROL, and no additional compensation will be allowed therefor.

ARTICLE 11.06 EARTHWORK:

SUBDIVISION 11.06.1 GENERAL: Earthwork shall conform to the requirements of Section 300, "Earthwork" of the Standard Specifications and shall include all clearing and grubbing, demolition, sawcut, excavation, grading, removal, disposal, backfilling or any other

work necessary to prepare the subgrade for construction of improvements. The cost of all earthwork performed shall be included in the bid item for contract items of work requiring such excavation and no additional compensation will be allowed therefor.

SUBDIVISION 11.06.2 CLEARING AND GRUBBING: Clearing and grubbing shall conform to the applicable portions of Section 300, “Earthwork” of the Standard Specifications. All PCC and asphalt concrete to be removed shall be sawcut as needed to provide straight clean joints.

The tasks included as part of clear and grub include the following:

1. Removal and restoration, replacement or relocation of fences, planters, foundations, walls, vegetation and irrigation systems.
2. Protection of existing utilities, trees, fences, walls, signs and other facilities within the construction zone, except those directed to be removed or relocated.

Full compensation for clearing, grubbing, saw cutting shall be included in the price bid for contract items requiring such work and no additional compensation will be allowed therefor.

ARTICLE 11.07 SOLID WASTE COLLECTION: If collection of solid waste shall occur during street construction, the Contractor shall assist the solid waste collection contractor in accessing containers for his collection of solid waste.

Payment for Solid Waste Collection shall be included in prices bid for the various items of work, and no additional compensation will be made therefore.

ARTICLE 11.08 PUBLIC UTILITIES: It is the CONTRACTOR’s responsibility to notify Underground Service Alert (USA) to locate facilities prior to beginning the work. In addition, the CONTRACTOR shall locate service laterals that may be affected by the work and take measures to protect all utilities and service laterals in the streets and parkways.

The CONTRACTOR shall determine for himself the exact location of all public and private utilities, facilities or substructures, which are not shown on the plans. In the event any utility, facility or substructure is disturbed or damaged, whether in its original or relocated position, the CONTRACTOR shall immediately cause repairs to be made to the satisfaction of the owner at no cost to the CITY.

The CONTRACTOR shall notify affected utility companies at least **forty eight (48) hours** prior to construction (**contact information is per CITY files, the CONTRACTOR shall verify these information**):

CALIFORNIA DOMESTIC WATER COMPANY	CHE VENEGAS	(562) 947-3811
CHEVRON USA	MICHAEL VELAZQUEZ	(310) 669-4024 (714) 720-1421 cell

CITY OF LA HABRA SEWER AND WATER DEPT	BRIAN JONES	(562) 383-4170
COMCAST CABLE COMPANY (No Utility Service in postal zip code 90631)	COMCAST CORPORATE OFFICE CA	(866)706-8867 (800) 501-5738
CRIMSON PIPELINE	CORDELIA CISNEROS	(562) 285-4133
EXXON MOBIL PIPELINE CO	TERI A. SHINDE	12851 E. 166th street Cerritos, CA 90703
KINDER MORGAN ENERGY	JORDAN NEUNER	(310) 628-7350
LA HABRA HEIGHTS WATER COMPANY	RICK VIGIL	(562) 697-6769
METROPOLITAN WATER DISTRICT	TIM HATCH	(714) 271-2225
MOBIL OIL	TERI A. SHINDE	12851 E. 166th street Cerritos, CA 90703
ORANGE COUNTY SANITATION DISTRICT	QUYNH NGUYEN	(714) 593-7326
PLAINS ALL AMERICAN PIPELINE	GEORGE GOOCH	(562) 728-2325
SCE COMPANY	JIMMY PARKIN	(714) 578-3434 (714) 615-0163
SCG COMPANY	ROSALYN SQUIRES	(818) 701-4546
SHELL PIPELINE COMPANY	ATTN. UTILITY COORDINATOR	20945 S. Wilmington Avenue Carson, CA 90810
SUBURBAN WATER SYSTEMS	BRIAN IMAN	(626) 926-2152
TIME WARNER CABLE	KEN VAN VORS	(951) 393-3143 (909) 208-8656 cell
	TIMOTHY HAYDOCK	(951) 393-3141 (951) 751-4615 cell
UNOCAL	MICHAEL VELAZQUEZ	(310) 669-4024 (714) 720-1421 cell
VERIZON/GTE	TOM MONAHAN	(562) 903-7939
WESCON C/O VINTAGE PRODUCTION	EMILIO RODRIGUEZ	(562) 665-9255
CR&R WASTE & RECYCLING SERVICE		(800) 826-9677
ATT TRANSMISSION	ERNEST ESTACIO	(714) 575-8452
UNDERGROUND SERVICE ALERT, USA	DIG ALERT	811
SANTA FE PIPELINES (Subsidiary of Kinder Morgan)	JORDAN NEUNER	(310) 628-7350
ELLER MEDIA (Name changed to Clear Channel Outdoor)	PHIL NGUYEN	(310) 755-7220
	JEFF THOMAS	(310) 755-7251

PACIFIC BELL (Acquired by ATT)	ERNEST ESTACIO	(714) 575-8452
ADELPHIA CABLE (Acquired by TWC and Comcast)	KEN VAN VORS	(951) 393-3143 (909) 208-8656 cell

Full compensation for conforming to the requirements in this section shall be considered as included in the prices bid for the various contract items of work and no additional compensation will be allowed therefor.

ARTICLE 11.09 EXCESS EXCAVATED MATERIAL: Excess excavated material shall be removed from the site and disposed of by the CONTRACTOR at his own expense. Excavated material including pavement, base, rock and subgrade soils, shall be removed from the job site at the end of the work week. Failure to do so will result in the CITY removing material at the CONTRACTOR's expense. Cost shall be calculated at actual cost for labor and equipment plus overhead and benefits plus 125 percent administrative charges.

Payment for Excess Excavated Material shall be included in prices bid for the various items of work, and no additional compensation will be made therefor.

ARTICLE 11.10 DUST CONTROL: The CONTRACTOR shall at all times, including weekends, at his expense, control dust on the project. Should the CONTRACTOR fail to maintain adequate dust control, the CITY will maintain the site, and an amount equal to twice the actual cost shall be assessed to the CONTRACTOR.

Payment for dust control shall be included in the contract prices bid for the various items of work involved, and no additional compensation will be allowed therefor.

ARTICLE 11.11 WASTE MANAGEMENT: The CONTRACTOR shall comply with the requirements of AB939 and CITY requirements, and submit a Waste Management Plan upon request of the ENGINEER.

Full compensation for conforming to the requirements in this section shall be considered as included in the prices bid for the various contract items of work and no additional compensation will be allowed therefor.

ARTICLE 11.12 SITE RESTORATION: The CONTRACTOR shall restore construction site per the Greenbook (SSPWC) Section 7-9. All damage done to existing facilities and improvements by the CONTRACTOR shall be repaired by him to the satisfaction of the ENGINEER. Where sidewalks, curbs or gutters are to be repaired, the repairs shall be made by removing and replacing the entire section back to the nearest scoring lines and not by refinishing the damaged portion.

Payment for protecting, removing and restoring existing improvements shall be included in the prices bid for the various contract items of work and no additional compensation will be allowed therefor.

ARTICLE 11.13 AC SPEED LUMP, INCLUDING SPEED LUMP MARKINGS: (Bid Item 4)

The CONTRACTOR shall remove existing improvements and construct Asphalt Concrete (AC) Speed Lump as shown per plans and as directed by ENGINEER. All joins shall be sawcut, and edges applied with Tack Coat. Debris and residual materials shall be removed and hauled away in accordance with best management practices prior to the application of tack material.

AC pavement speed lumps shall be constructed where shown on the plans and as required by these specifications and detail drawings. AC pavement speed lump installations shall be in strict conformance with the detail drawings as the lump profile significantly affects vehicle travel. The location of each AC pavement speed lump to be installed shall be approved by the ENGINEER prior to construction. AC pavement used for speed lump installations shall be type C2 PG 64-10, and shall be per the Greenbook (SSPWC) Section 302-5.

Striping and markings used in speed lump markings shall be painted (two coats with reflective beads), and shall be placed per Caltrans Standard Specifications Section 84: "Traffic Stripes and Pavement Markings". Glass beads shall be applied to the speed lump striping and markings by a dispensing device developed for this purpose or other methods approved by the ENGINEER. Streets and surrounding areas are to be kept clean of excess beads. The work shall include surface preparation, layout, material placement, curing, protection, testing, traffic control and all other work necessary to install the striping and markings. If applicable, the CONTRACTOR shall furnish the necessary control points for replacement of all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the ENGINEER. Layout for speed lump markings shall be approved by the ENGINEER prior to installation.

Payment for a full installation of each AC pavement speed lumps, including speed lump striping and markings, shall be included in the price bid for AC SPEED LUMP, INCLUDING SPEED LUMP MARKINGS per each (EA), and shall include all labor, tools, equipment, materials and incidentals necessary to complete the work; no additional compensation shall be allowed therefor.

ARTICLE 11.14 INSTALL 2" TELESPAR POST: (Bid Item 5) Sign posts shall be installed per details as shown on project plans. Locations of all sign posts shall be approved by the ENGINEER prior to installation. Post installed in concrete areas for traffic signs only may utilize a surface-mounted break-away type sleeve to the satisfaction of the ENGINEER. Post installed in concrete areas for speed feedback signs, rectangular rapid flashing beacon (RRFB) systems, and other system types (not for traffic sign only) shall remove complete concrete panel from joint to joint and install FHWA approved breakaway type sleeve for post and then install concrete completely from joint to joint to the satisfaction of the ENGINEER. The CONTRACTOR shall remove existing posts and install new posts where shown on plans and as directed by the ENGINEER.

Payment for installation of 2" Telespar traffic posts with FHWA approved breakaway posts shall be included in the price bid for INSTALL POST per each (EA), and shall include all labor, tools, equipment, materials and incidentals necessary to complete the work, including removal and disposal of existing posts where shown on plans and installation of new posts complete in place; no additional compensation shall be allowed therefor.

ARTICLE 11.15 INSTALL TRAFFIC SIGN: (Bid Item 6) Traffic sign installations shall be per the Standard Specifications and Standard Details. All traffic signs shall be in accordance with the latest edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD), and per detail drawings. Locations of all traffic signs shall be approved by the ENGINEER prior to installation. The CONTRACTOR shall remove existing signs, install new signs, and reinstall existing signs where shown on plans and as directed by the ENGINEER.

Payment for installation of traffic signs shall be included in the price bid for INSTALL TRAFFIC SIGN per each (EA), and shall include all labor, tools, equipment, materials and incidentals necessary to complete the work, including installation of new signs, reinstallation of existing signs, mounting, removal and disposal of existing signs where shown on plans and as directed by the ENGINEER; no additional compensation shall be allowed therefore.

ARTICLE 11.16 RELOCATE EXISTING TRAFFIC SIGN: (Bid Item 7) The CONTRACTOR shall remove and reinstall existing sign per details as shown on project plans. Locations of all signs shall be approve by the ENGINEER prior to removal and installation.

Payment for a full relocation of each existing sign shall be included in the price bid for RELOCATE EXISTING TRAFFIC SIGN per each (EA), and shall include all labor, tools, equipment, materials and incidentals necessary to complete the work; no additional compensation shall be allowed therefor.

ARTICLE 11.17 INSTALL RECTANGULAR RAPID FLASHING BEACON (RRFB) SYSTEM: (Bid Item 8) The CONTRACTOR shall furnish and new rectangular rapid flashing beacon (RRFB) system. The system shall be Carmanah R920-E (or approved equal) and install on new 2” Telespar per details as shown on project plans. Locations of all systems and posts shall be approved by the ENGINEER prior to installation.

Optical	<ul style="list-style-type: none"> • MUTCD interim approval IA-21 and MUTCDC compliant • Purpose-built light bar optics • Exceeds SAE J595 class 1 intensity by 2.5 to 3x when used as recommended • Meets SAR J578 chromaticity • 3in x 7in clear, UV-rated polycarbonate lens with yellow LEDs • High-power LEDs: +90\$ lumen maintenance (L90) based on IES LM-80 • Side-emitting pedestrian confirmation LEDs • Independent, stainless steel mounting brackets • Yellow, black, or green powder-coated
On-Board User Interface	<ul style="list-style-type: none"> • Adjustable system settings with auto-scrolling LED display on our latest EMS • System test, status, and fault detection: battery, solar, button, beacon, radio, day/night

	<ul style="list-style-type: none"> • Flash patterns: RFB (WW+S), RFB1 (WW+S legacy), RFB2 (WSDOT), 0.5 sec. alternating (MUTCD), 0.5 sec. unison (MUTCD), 0.5 sec. x3 alternating (MUTCD), 0.1 sec. unison, 0.25 sec. unison, 0.1 sec. x3 quick flashes unison, 0.1 sec. x3 quick flashes alternating, steady on • Input: momentary for pushbutton activation, normally open switch, normally closed switch, dusk-to-dawn operation • Flash duration: 5 sec. to 1 hr. • Intensity setting: 20 to 1400 mA for multiple RFBs, circular beacons, or LED enhanced signs • Nighttime dimming: 10 to 100% of daytime intensity • Ambient Auto Adjust: increases intensity during bright daytime • Automatic Light Control: reduces intensity if the battery is extremely low • Temperature correction: yellow beacons • Calendar: internal time clock function • Radio settings: enable/disable, selectable channel from 1 to 14 • Output: enabled when beacons flashing daytime and nighttime, or nighttime only • Activation counts and data reporting via OBUI or optional USB connection
Beacon Communication	<ul style="list-style-type: none"> • Encrypted, wireless radio with 2.4 GHz mesh technology • Wireless update of settings from any unit to all systems on the same radio channel • User-selectable multiple channels to group different beacons and ensure a robust wireless signal • Instantaneous wireless activation: <150 ms • Wireless range: 1000 ft • Integrated, vandal-resistant antenna
Energy Collection	<ul style="list-style-type: none"> • 15 W high-efficiency photovoltaic solar panel • 45 deg tilt for optimal energy collection • Maximum Power Point Tracking with Temperature Compensation (MPPT-TC) battery charger for optimal energy collection in all solar and battery conditions

Energy Storage	<ul style="list-style-type: none"> • 12V 14Ahr. battery system • Replaceable, recyclable, sealed, maintenance-free, best-in-class AGM batteries offer the widest temperature range and longest life • Battery design life: +5 yrs. • Tool-less battery change with quick connect terminals and strapping for easy installation
Solar Engine Construction	<ul style="list-style-type: none"> • Weatherproof, gasketed enclosure with vents for ambient air transfer (NEMA 3R) • Lockable, hinged lid for access to on-board user interface and batteries • Corrosion-resistant aluminum with stainless steel hardware • Raw aluminum finish or yellow, black, or green powder coated • Prewired to minimize installation time • High-efficiency optics and EMS = the most compact, lightweight system • 19 lb including batteries, excluding beacons and pushbutton
Environmental	<ul style="list-style-type: none"> • -35 to 165° F system operating temperature • -40 to 140° F battery operating temperature • 150 mph wind speed as per AASHTO LTS-6
Activation	<ul style="list-style-type: none"> • Pushbutton: ADA-compliant, piezo-driven with visual LED and two-tone audible confirmation (Polara Bulldog)
Warranty	<ul style="list-style-type: none"> • 5-year limited warranty, 1-year limited on batteries

The CONTRACTOR shall be responsible for verifying that the proposed locations are free of conflicts for both underground and overhead utilities, and that all materials and installation confirm to regulatory requirements, including ADA accessibility. The CONTRACTOR shall coordinate with utility companies as may be necessary to construct the work. Locations of all RRFB systems shall be approved by the ENGINEER prior to installation.

Payment for a full installation of each system, including mounting, shall be included in the price bid for RECTANGULAR RAPID FLASHING BEACON (RRFB) SYSTEM per each (EA), and shall include all labor, tools, equipment, materials and incidentals necessary to complete the work; no additional compensation shall be allowed therefor.

ARTICLE 11.18 INSTALL SOLAR POWERED LED FLASHING SIGN SYSTEM: (Bid Item 9) The CONTRACTOR shall furnish and install new solar powered LED flashing sign system and install on existing stop signs as shown per the project plans, as required by detail drawings,

and as required by the manufacturer. LED blinker signs shall be Solar Powered and radar activated as manufactured by TrafficCalm (or approved equal), mounted on 2” Telespar post (if post is not available the ENGINEER will replace existing pole with a 2” Telespar post prior to installation) and secured to the ground or foundation as required by the manufacturer; and shall be as follows:

Construction	<ul style="list-style-type: none"> • 14-gauge 5052 aluminum • Individually lensed LEDs recessed behind faceplate • Ring Depth: 0.4” to minimize impact on natural sign appearance
Environmental	<ul style="list-style-type: none"> • Nema 4x Rated Enclosure • Potted electronics (hermetically sealed) • -29° F to +140° F operating range
Illumination	<ul style="list-style-type: none"> • LEDs configured around perimeter of sign, within border (fully MUTCD compliant design) • LED Pitch: 1.9” (on centers) • RED LEDs with 30° Viewing Angle, rated at 100,000 hours • DG3 white reflective sheeting applied to rung face for natural appearance
Size	<ul style="list-style-type: none"> • MUTCD Sign Size = 30”
Detection	<ul style="list-style-type: none"> • 100 ms wireless response time • 1000’ detection range • Detection in all weather conditions
Warranty	<ul style="list-style-type: none"> • Sealed, maintenance-free batteries (3 year warranty) • 5 year limited warranty for system • Solar panel 10 year • Radar 5 year

The CONTRACTOR shall be responsible for verifying that the proposed locations are free of conflicts for both underground and overhead utilities, and that all materials and installation confirm to regulatory requirements, including ADA accessibility. The CONTRACTOR shall coordinate with utility companies as may be necessary to construct the work. Locations of all LED flashing lights shall be approved by the Engineer prior to installation.

Payment for installation of LED lights shall be included in the price bid for SOLAR POWERED LED FLASHING SIGN SYSTEM per each (EA), and shall include removal and disposal of existing signs and post(s), providing solar powered LED flashing sign system and posts, mounting blinker sign, radar system, post installations, foundation works, and all labor, tools, equipment, materials and incidentals necessary to complete the work; and no additional compensation shall be allowed therefor.

ARTICLE 11.19 SOLAR POWERED RADAR SPEED FEEDBACK SIGN: (Bid Item 10) The CONTRACTOR shall furnish and install compact radar speed feedback signs and posts, including mounting, complete in place where shown on project plans and as required by these

specifications and detail drawings; and as required by the manufacturer. Radar speed feedback signs shall be a Fortel Traffic VCalm LM12 full-matrix speed feedback radar sign (or approved equal), VCalm Solar Package (SP2L) 40 Watt Solar Panel with 2 79AH Batteries, VCalm L (12, 15, 16, 18) Mounting System (Quick), Photodiodes (automatic dimming), white strobe LED, cellular modem with 1 year of wireless data service, 1 maintenance year service with Fortel, and shall be programmed per the ENGINEER’s specifications to be determined at the time of installation. Radar speed feedback sign shall be mounted on 2” Telespar post and secured to the ground or foundation as required by the manufacturer. Locations of all feedback signs shall be approved by the ENGINEER prior to installation.

Construction	<ul style="list-style-type: none"> • 11-gauge (.090”) continuous-formed aluminum enclosure • Lens/Door: 1/4" UV-, Vandal-, and Shatter-resistant Polycarbonate Lens • Enclosure: 20” (W) x 19” (H) x 4.5” (D) • Nema 3R Weatherproof Rating • -29° F to 167° F Temperature Rating • Paint: powder-coated black
Radar	<ul style="list-style-type: none"> • K Band (24.159 GHz) • FCC Compliant, no license required • Low Power (<2 Watt) • +/- 1 MPH Accuracy
Weight	<ul style="list-style-type: none"> • Less than 25 lbs.
Regulatory Sign	<ul style="list-style-type: none"> • 20” (W) x 30” (H) • 4” (H) MUTCD Letters (Ch. 2B) “YOUR SPEED” • Numerals: 12” (H) • Amber LEDs • White, yellow, or fluorescent yellow-green • Diamond-grade retroreflectivity
Optional Equipment:	<ul style="list-style-type: none"> • Wireless Alert System Strobe • Solar Power Package • Automatic Dimming • Lithium Batteries • Quick-Release Mounting System • Cellular Modem
Warranty	10 Year Solar Panel, 5 Year Sign Construction, 5 Year PCB/ LED Technology, 3 Year Battery

The CONTRACTOR shall be responsible for verifying that the proposed locations are free of conflicts for both underground and overhead utilities, and that all materials and installation confirm to regulatory requirements, including ADA accessibility. The CONTRACTOR shall coordinate with utility companies as may be necessary to construct the work. The CONTRACTOR shall remove existing signs and posts as where indicated on plans and as directed by the ENGINEER.

Payment for installation of radar speed feedback signs as shown on project plans and as required by these specifications and detail drawings shall be included in the price bid for SOLAR POWERED RADAR SPEED FEEDBACK SIGN per each (EA), and shall include removal of existing signs and posts as necessary for installation, providing solar powered radar speed feedback signs and new posts, mounting, foundation requirements, and all labor, tools, equipment, materials and incidentals necessary to complete the work; no additional compensation shall be allowed therefor.

ARTICLE 11.21 INSTALL BOTTS' DOTS: (Bid Item 11) The CONTRACTOR shall protect existing traffic striping in place and install Botts' Dots as required by these specifications and shown on the project plans. Botts' Dots shall be installed as follows: two (2) each at 24" O/C. Botts' Dots shall be yellow non-retroreflective markers. Layout for Botts' Dots shall be approved by the ENGINEER prior to installation.

Payment for installation of Botts' Dots shall be included in the price bid for INSTALL BOTTS' DOTS per linear foot (LF), and shall include all labor, tools, equipment, materials and incidentals necessary to complete the work; no additional compensation shall be allowed therefor.

ARTICLE 11.22 INSTALL & REMOVE STRIPING: (Bid Item 12) Striping and markings used on pavement shall be painted (two coats with reflective beads), and shall be placed per Caltrans Standard Specifications Section 84: "Traffic Stripes and Pavement Markings". Glass beads shall be applied to the speed lump striping and markings by a dispensing device developed for this purpose or other methods approved by the ENGINEER. Streets and surrounding areas are to be kept clean of excess beads. The work shall include surface preparation, layout, material placement, curing, protection, testing, traffic control and all other work necessary to install the striping and markings. If applicable, the CONTRACTOR shall furnish the necessary control points for replacement of all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the ENGINEER. Layout for speed lump markings shall be approved by the ENGINEER prior to installation.

CONTRACTOR shall remove existing conflicting striping with an approved method (water-blasting, wet sandblasting, mild abrasive grind, etc.) so as to cause the least amount of damage to the pavement. All removed striping and material shall be cleaned up immediately so nothing enters the storm drain system.

Full compensation for complying with the work contained in this section shall be included in the contract Lump Sum (LS) price bid for INSTALL & REMOVE STRIPING, and no additional compensation will be allowed therefor.

- SECTION D -

PROPOSAL

PROPOSAL

City of La Habra
Civic Center
110 E. La Habra Blvd.
La Habra, California 90631

Gentlemen:

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the Contract Documents, and to do everything required therein for the project specifically set forth in documents entitled:

**NEIGHBORHOOD K, L*, & M TRAFFIC MANAGEMENT PLANS
PROJECT NO. 3-TC-19;
NEIGHBORHOOD J, F, & N* TRAFFIC MANAGEMENT PLANS
PROJECT NO. 3-TC-20; AND
NEIGHBORHOOD A, E, & C TRAFFIC MANAGEMENT PLANS
PROJECT NO. 4-TC-20;**

together with appurtenances thereto, all as set forth on the drawing and in the specifications and other Contract Documents; and, he further proposes and agrees that if this Proposal is accepted he will contract in the form and manner stipulated to perform all the work called for by drawings, specifications and other Contract Documents and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefor the prices set forth in the Bid Sheet (s) forming a part hereof.

A *(Cashier's Check) *(Certified Check) *(Bid Bond) properly made payable to City of La Habra hereinafter designated as the Owner for the sum of _____

dollars (\$_____),

which amount is not less than ten percent (10%) of the total amount of this bid, is attached hereto and is given as a guarantee that the undersigned will execute the Agreement and furnish the required bonds if awarded the Contract; and, in case of failure to do so within the time provided the proceeds of said check shall be forfeited to the *Owner/Sureties Liability to the Owner for forfeiture of the face amount of the Bond shall be considered as established.

(*) Delete inapplicable word or phrase.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Contract;
2. The undersigned has, by investigation of the site of the work and otherwise, satisfied himself as to the nature and location of the work and has fully informed

himself as to all conditions and matters which can in any way affect the work or the cost thereof;

3. The undersigned fully understands the scope of the work and has checked carefully all words and figures inserted in this proposal and he further understands that the Owner will in no way be responsible for any errors or omissions in the preparation of this proposal;
4. The undersigned will execute the Agreement and furnish the required Performance and Payment Bonds and proof of insurance coverage, within ten (10) days (not including Saturdays, Sundays and holidays) after notice to him of acceptance of his bid by the Owner; and further, that this bid may not be withdrawn for a period of sixty (60) days after the date set for the opening thereof, unless otherwise required by law. If any bidder shall withdraw his bid within said period, the Contractor shall be liable under the provisions of the Bid Security or the Contract and his surety shall be liable under the Bid Bond, as the case may be;
5. The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder;
6. In conformance with current statutory requirements of Section 1860, et seq., of the Labor Code of the State of California, the undersigned confirms the following as his certification:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability of worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

NOW, in compliance with the Notice Inviting Bids and all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the prices set forth in the attached Bid Sheet(s) upon which award of the Contract is made.

Date: _____, 20__

Bidder _____

By _____

Title _____

Bidder's Post Office Address:

Corporation organized under
the laws of the State of

Names and addresses of all owners
of the firm or names and titles of
all officers of the corporation:

(corporate seal)

BIDDER'S INFORMATION

Contractor's License No. _____ Expiration Date _____

Classification of Contractor's License No. _____

Contractor _____
(name of firm)

By _____ (signature) _____ (title)

Business Address: _____

Phone () _____

I/We certify that the information provided above is complete and true to the best of my/our knowledge.

Contractor Date

Contractor's DIR Public Works Registration No. _____

EXHIBIT A

BID SCHEDULE

CONTRACTOR: _____

**NEIGHBORHOOD K, L*, & M TRAFFIC MANAGEMENT PLANS
PROJECT NO. 3-TC-19;
NEIGHBORHOOD J, F, & N* TRAFFIC MANAGEMENT PLANS
PROJECT NO. 3-TC-20; AND
NEIGHBORHOOD E, A, & C TRAFFIC MANAGEMENT PLANS
PROJECT NO. 4-TC-20**

ITEM	DESCRIPTION	EST. QTY OF WORK	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS		
2	Traffic Control	1	LS		
3	Best Management Practices (BMP's)	1	LS		
4	Install AC Speed Lump	56	EA		
5	Install 2" Telespar Post	39	EA		
6	Install Traffic Sign	40	EA		
7	Relocate Existing Traffic Sign	3	EA		
8	Install Rectangular Rapid Flashing Beacon (RRFB) System	14	EA		

9	Install Solar Powered LED Flashing Sign System	14	EA		
10	Install Solar Powered Radar Speed Feedback Sign	6	EA		
11	Install Botts' Dots	150	LF		
12	Install & Remove Striping	1	LS		

TOTAL BID SCHEDULE : \$ _____
(in figures)

TOTAL BID PRICE (IN WORDS):

_____ DOLLARS AND _____ CENTS

CONTRACTOR

BY

TITLE

Note: The TOTAL BID PRICE shall be used as the basis of bid in determining the low bid for this project.

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

- Addendum No. 1 _____
- Addendum No. 2 _____
- Addendum No. 3 _____
- Addendum No. 4 _____
- Addendum No. 5 _____
- Addendum No. 6 _____
- Addendum No. 7 _____
- Addendum No. 8 _____

If an addendum or addenda have been issued by the CITY and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

REFERENCES

1. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No. _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____
2. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No. _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____
3. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No. _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____
4. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No. _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

If Contractor has not performed work for the CITY of La Habra within the last five (5) years, list all work done within said five years (attach additional sheets if necessary). Note if work was done as subcontractor (include only subcontract amount):

Work Description & Contract Amount	Agency	Date Completed

Contractor's License No.: _____ Class: _____
 a. Date first obtained: _____ Expiration: _____
 b. Has License ever been suspended or revoked? _____
 If yes, described when and why: _____
 c. Any current claims against License or Bond? _____
 If yes, describe claims: _____

Principals in Company (List all – attach additional sheets if necessary):

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> <u>(If Applicable)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

DBE BIDDER'S LIST

All bidders/proposers are requested to provide the following information for all DBE and non-DBE contractors or consultants who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also requested from the proposed prime contractor/consultant and should be submitted with their bid/proposal. The CITY of La Habra will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

Firm Name: _____	Phone: _____
Address: _____	Fax: _____
Contact Person: _____	No. of years in business: _____
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: ___ NO: ___	
Type of work/services/materials provided by firm? _____	

<hr/> <hr/> What was your firm's Gross Annual receipts for last year?	
Less than \$1 Million	
Less than \$5 Million	
Less than \$10 Million	
Less than \$15 Million	
More than \$15 Million	

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

VIOLATIONS OF FEDERAL, STATE, OR LOCAL LAWS

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

Yes/No: _____ Federal/State: _____

If “yes”, identify and describe, (including agency and status):

Have the penalties been paid? Yes/No: _____

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

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

If “yes”, identify and describe, (including agency and status):

DISQUALIFICATION OR DEBARMENT

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

Yes/No: _____

If yes, provide the following information (if more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

Has your firm been reinstated by this entity?

Yes/No: _____

BID SECURITY FORM

(Check to Accompany Bid)

(Note: The following form shall be used in case check accompanies bid.)

Accompanying this proposal is a *(Certified) *(Cashiers) check payable to the order of the City of La Habra, California, hereinafter referred to as "Owner", for

**NEIGHBORHOOD K, L*, & M TRAFFIC MANAGEMENT PLANS
PROJECT NO. 3-TC-19;
NEIGHBORHOOD J, F, & N* TRAFFIC MANAGEMENT PLANS
PROJECT NO. 3-TC-20; AND
NEIGHBORHOOD E, A, & C TRAFFIC MANAGEMENT PLANS
PROJECT NO. 4-TC-20**

In the amount of \$ _____ Dollars, this amount being ten percent (10%) of the total amount of the bid. The proceeds of this check shall become the property of said Owner provided this proposal shall be accepted by the said Owner through action if its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance and Payment Bonds and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of the Owner if the undersigned shall withdraw his bid within the period of forty-five (45) days after the date set for the opening thereof unless otherwise required by law and notwithstanding the award of the Contract to another bidder.

Bidder

*Delete the inapplicable word.

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

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ as principal and _____ as surety, are held and firmly bound unto the City of La Habra, California hereinafter referred to as "Owner", in the sum of _____ Dollars (\$ _____) to be paid to the said Owner, its successors and assigns for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the certain proposal of the above bounden for the construction of Street Improvements as specifically set forth in documents entitled:

**NEIGHBORHOOD K, L*, & M TRAFFIC MANAGEMENT PLANS
PROJECT NO. 3-TC-19;
NEIGHBORHOOD J, F, & N* TRAFFIC MANAGEMENT PLANS
PROJECT NO. 3-TC-20; AND
NEIGHBORHOOD E, A, & C TRAFFIC MANAGEMENT PLANS
PROJECT NO. 4-TC-20**

all in accordance with the specifications and drawings on file at the offices of the City Clerk of the City of La Habra, California and is not withdrawn within the period of sixty (60) days after the date set for the opening of bids unless otherwise required by law and notwithstanding the award of the Contract to another bidder and that if said proposal is accepted by the Owner through action of its legally constituted contracting authorities and if the above bounden his heirs, executors, administrators, successors and assigns shall duly enter into and execute a contract for such construction and shall execute and deliver the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Saturdays, Sundays and Holidays) after the date of notification by and from the said Owner that the said contract is ready for execution, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set hands and seal this _____ day of _____, 20__.

BIDDER

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

(Use of City Form is Required)

STATEMENT OF NON-COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of La Habra a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of La Habra or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of La Habra, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of La Habra any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of La Habra either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

(SEE NEXT PAGE)

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On _____ at _____ California.

Firm _____

(Signature)

Street _____

(Print Name & Title)

City _____ State _____ Zip _____

- SECTION E -

AGREEMENT

**CITY OF LA HABRA
PUBLIC WORKS AGREEMENT FOR**

**NEIGHBORHOOD K, L*, & M TRAFFIC MANAGEMENT PLANS
PROJECT NO. 3-TC-19;
NEIGHBORHOOD J, F, & N* TRAFFIC MANAGEMENT PLANS
PROJECT NO. 3-TC-20; AND
NEIGHBORHOOD E, A, & C TRAFFIC MANAGEMENT PLANS
PROJECT NO. 4-TC-20**

THIS AGREEMENT (herein "Agreement"), is made and entered into this ___ day of _____, 2022 and between the **CITY OF LA HABRA**, a municipal corporation (herein "City") and _____ . (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction of _____ as set forth more fully in this Agreement.

B. WHEREAS, Contractor represents to City that Contractor is qualified to perform said work and has submitted a proposal to City for the same.

C. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

- (a) Contractor. Contractor shall mean _____, a California corporation located at _____.

- (b) City. City shall mean the City of La Habra, a Municipal Corporation and Charter City, located at 110 E. La Habra Blvd, La Habra, California 90631.
- (c) City Council. City Council shall mean the City Council of the City of La Habra.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.
- (e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.
- (f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

2.2 Documents Included in Contract. This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "D."

2.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance

of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.6 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;
2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

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

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding \$35,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations pursuant to SB 854 and Labor Code 1725.5. Contractor shall ensure that its subcontractors comply with said requirements. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to

maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of _____ Dollars (\$_____) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in Exhibit "A", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than _____, 20___, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or

employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.

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

6.0 INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, insurance as set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

Conditions:

In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Public Works Director, City of La Habra, 110 E. La Habra Blvd., La Habra, California 90631.

Any insurance maintained by the City of La Habra shall apply in excess of and not combined with insurance provided by this policy.

The City of La Habra, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the

agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

6.2 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached to this Agreement as Exhibit "C", and are incorporated herein by this reference.

6.3 Indemnification. Contractor shall defend, indemnify, hold free and harmless the City of La Habra, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.

- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such

requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

6.6 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

7.0 RECORDS AND REPORTS

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

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of

any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party

shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City One Thousand Nine Hundred Dollars (\$1,900.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit A). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City

owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of La Habra
110 E. La Habra Blvd
La Habra, California 90631
Attn.: Albert Mendoza, P.E.
Deputy Director of Public Works/City Engineer

To Contractor: _____

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

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there

shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

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

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

8.16 [reserved]

8.17 Unfair Business Practices Claims. 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 renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

8.19 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees,

agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

8.20 Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may

become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

8.24 Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

8.25 Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

8.26 No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

8.27 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

8.28 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

8.29 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

8.30 Funding Source Conditions – Contractor's Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under

certain terms and conditions. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

8.31 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY OF LA HABRA,
A municipal corporation

Jim Sadro, City Manager

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Rhonda J. Barone, Assistant City Clerk

APPROVED AS TO FORM:

Richard D. Jones, City Attorney

Date: _____

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
_____ hereinafter referred to as
“Contractor”, as principal, and _____
_____ as surety, are held and firmly
bound unto City of La Habra in the sum of _____

Lawful money of the United States of America for the payment of which sum well and truly to be made we bind ourselves jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that WHEREAS, said Contract has been awarded and is about to enter into the annexed contract with City of La Habra for construction of *Traffic Calming Devices* as specifically set forth in the documents entitled:

**NEIGHBORHOOD K, L*, & M TRAFFIC MANAGEMENT PLANS
PROJECT NO. 3-TC-19;
NEIGHBORHOOD J, F, & N* TRAFFIC MANAGEMENT PLANS
PROJECT NO. 3-TC-20; AND
NEIGHBORHOOD E, A, & C TRAFFIC MANAGEMENT PLANS
PROJECT NO. 4-TC-20**

and is required under the terms of the Contract to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if the said Contractor shall well and truly do and perform all of the covenants and obligations of said contract on his part to be done and performed at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished which may be made pursuant to the terms of said Contract shall not in any way release either the Contractor or the surety thereunder nor shall any extensions of time granted under the provisions of said Contract release either the Contractor or the surety, and notice of such alterations or extensions of the Contract is hereby waived by the surety.

(SEE NEXT PAGE)

WITNESS our hands this _____ day of _____, 20__.

Contractor

BY: _____

(Seal)

Title

APPROVED:

Surety

(Seal)

BY: _____

Mailing Address of Surety:

Telephone Number of Surety

(Use of City Bond Form is Required)

LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, _____, as Principal, has entered into a contract dated _____, with the City of La Habra (Obligee) referred to and made a part hereof to perform the following work, to wit: _____ and all appurtenant work in accordance with PROJECT NO. _____, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of La Habra, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$_____00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted

(SEE NEXT PAGE)

rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Civil Code so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Principal

By _____

Title

APPROVED AS TO FORM:

/s/ Richard D. Jones

City Attorney

(Use of City Form is Required)

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Business Address:

Telephone Number:

Date:

Print Name:

Principal

Signature:

Title

(Use of City form is required)

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of La Habra) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of La Habra made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF LA HABRA FINANCE DEPARTMENT
110 E. La Habra Blvd
La Habra, CA 90631

Exempt: Yes__ No__ Telephone () _____

CORPORATION: _____

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF LA HABRA
EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____(Explain)

Signature/Title: _____ Date: _____

CERTIFICATION OF COMPLIANCE

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

For

**NEIGHBORHOOD K, L*, & M TRAFFIC MANAGEMENT PLANS
PROJECT NO. 3-TC-19;
NEIGHBORHOOD J, F, & N* TRAFFIC MANAGEMENT PLANS
PROJECT NO. 3-TC-20; AND
NEIGHBORHOOD E, A, & C TRAFFIC MANAGEMENT PLANS
PROJECT NO. 4-TC-20**

_____ Certifies that:

(Contractor)

It has adopted and approved affirmative action plan in compliance with Title VII of the Civil Rights Act and the Equal Employment Opportunity Act of 1972 and agrees to submit a copy of that plan to the Assistant to the City Manager/Personnel of the City of La Habra for inspection prior to the award of contract.

Signed: _____

By: _____

Title: _____

Date: _____

(Use of City Form is Required)

BID GUARANTEE

TO THE CITY OF LA HABRA
PROJECT NO. _____

As a material inducement to the City to award the contract for Project No. _____ to _____, the undersigned (“Guarantor”) has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: _____ (“the work”).

Guarantor guarantees that the materials and equipment used by itself and its subcontractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City’s sole election: 1) reimburse the City, upon written demand, for all of the City’s expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for five years from the date on which the contracted for work is accepted for use by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement, repair, performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorneys and expert fees, reasonably incurred by reason of Guarantor’s failure or refusal.

Guarantor _____ Date: _____

Contractor: _____ By: _____

Title: _____

- EXHIBIT “A”-

SCOPE OF SERVICES

- EXHIBIT “B”-

INSURANCE REQUIREMENTS

EXHIBIT B
INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

CITY reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. Workers Compensation & Employers Liability Insurance

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against CITY.
- Required Evidence Of Coverage:
 1. Subrogation waiver endorsement; and
 2. Properly completed Certificate of Insurance.

B. General Liability Insurance

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: \$2,000,000 per Occurrence; \$2,000,000 General Aggregate; \$4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- Coverage shall be continued for one (1) year after completion of the work.

- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance; and
 4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

C. Automobile Liability Insurance

- Minimum Limit: \$5,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- CITY shall qualify as an insured.
- Required Evidence of Coverage:
 1. Copy of the endorsement or policy language indicating that CITY is an insured; and
 2. Properly completed Certificate of Insurance.

D. Surety Bonds

- Bid bond.
- Performance and payment bonds for the entire contract price.
- The surety must be authorized to issue these bonds in the State of California.

E. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

F. Documentation

- The Certificate of Insurance shall include the following reference: [_____]
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of La Habra
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

- EXHIBIT “C”-

**CERTIFICATES OF INSURANCE AND
ENDORSEMENTS**

- EXHIBIT “D”-

CLAIMS PROCEDURE

EXHIBIT D
CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A “claim” is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City’s written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.

- APPENDIX “A” -

TECHNICAL & STANDARD SPECIFICATIONS

R920-E

Solar-Powered Rectangular Rapid Flashing Beacon Data Sheet



Rectangular rapid flashing beacons (RRFBs) improve pedestrian safety by increasing yield rates to 72-96% at crosswalks*:

- ✓ The benchmark for RRFBs, the R920-E meets MUTCD requirements, including IA-21, and is Buy America compliant
- ✓ Compact and lightweight solar engine
- ✓ Audible pushbutton activation with all ADA compliance features
- ✓ Solar Power Report™ (SPR) prepared for every location to ensure battery longevity

Superior Design and Technology

The R920-E utilizes a self-contained solar engine integrating the Energy Management System (EMS) with an on-board user interface, housed in a compact enclosure together with the batteries and solar panel. MUTCD interim approval IA-21 flash pattern and multiple configurations enable the R920-E to handle all crosswalk applications.

Easy Installation

With its highly efficient and compact design, installation is quick and uncomplicated, dramatically reducing installation costs. Retrofitting can be done where existing sign bases are used to enhance existing marked crosswalks in minutes, and new installations can be completed without the cost of larger poles, new bases, and trenching.

Advanced User Interface

The R920-E comes with an on-board user interface for quick configuration and status monitoring. It allows for simple in-the-field adjustment of flash pattern, duration, intensity, ambient auto adjust, night dimming, and many more. Settings are automatically sent wirelessly to all units in the system.

Reliable

Every solar-powered model is solar-sized by location to ensure year-after-year operation. Carmanah includes a Solar Power Report to prove sustainability over a 12-month period.



MUTCD compliant



Buy America compliant



5-year limited warranty



Solar-sized for every location

* U.S. Department of Transportation Federal Highways Administration, Publication No. FHWA-HRT-10-043 - "Effects of Yellow Rectangular Rapid-Flashing Beacons on Yielding at Multilane Uncontrolled Crosswalks"

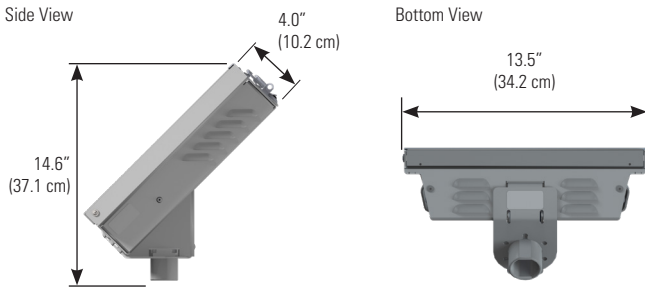
R920-E

Solar-Powered Rectangular Rapid Flashing Beacon Data Sheet

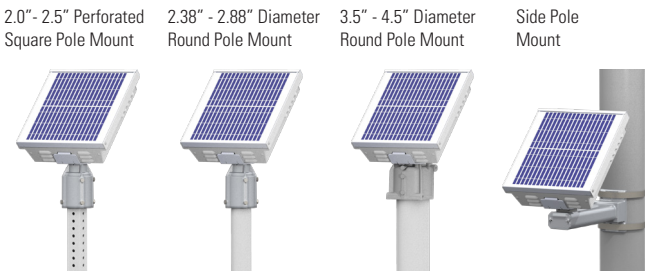
1.844.412.8395 | traffic@carmanah.com | carmanah.com



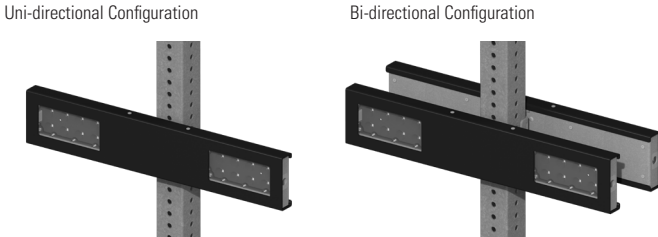
SOLAR ENGINE DIMENSIONS



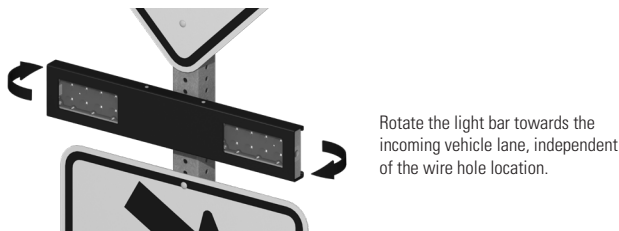
SOLAR ENGINE MOUNTING



LIGHT BAR CONFIGURATION



IN-THE-FIELD AIMING



BEACON SPECIFICATIONS

Optical	MUTCD interim approval IA-21 and MUTCDC compliant
	Purpose-built light bar optics = maximum efficiency and no stray light Exceeds SAE J595 class 1 intensity by 2.5 to 3x when used as recommended Meets SAE J578 chromaticity
	3 in (76 mm) x 7 in (178 mm) clear, UV-rated polycarbonate lens with yellow LEDs
	High-power LEDs: +90% lumen maintenance (L90) based on IES LM-80
	Side-emitting pedestrian confirmation LEDs
	Independent, stainless steel mounting brackets make back-to-back installation simple and enable in-field aiming for maximum effectiveness
	Yellow, black, or green powder coated light bar covers

SYSTEM SPECIFICATIONS

On-Board User Interface (OBU)	Adjustable system settings with auto-scrolling LED display on our latest EMS
	System test, status, and fault detection: battery, solar, button, beacon, radio, day/night
	Flash patterns: RFB (WW+S), RFB1 (WW+S legacy), RFB2 (WSDOT), 0.5 sec. alternating (MUTCD), 0.5 sec. unison (MUTCD), 0.5 sec. x3 alternating (MUTCD), 0.1 sec. unison, 0.25 sec. unison, 0.1 sec. x3 quick flashes unison, 0.1 sec. x3 quick flashes alternating, steady on
	Input: momentary for pushbutton activation, normally open switch, normally closed switch, dusk-to-dawn operation
	Flash duration: 5 sec. to 1 hr.
	Intensity setting: 20 to 1400 mA for multiple RRFBS, circular beacons, or LED enhanced signs
	Nighttime dimming: 10 to 100% of daytime intensity
	Ambient Auto Adjust: increases intensity during bright daytime
	Automatic Light Control: reduces intensity if the battery is extremely low
	Temperature correction: yellow beacons
Beacon Communication	Calendar: internal time clock function
	Radio settings: enable/disable, selectable channel from 1 to 14
	Output: enabled when beacons flashing daytime and nighttime, or nighttime only
	Activation counts and data reporting via OBU or optional USB connection
	Encrypted, wireless radio with 2.4 GHz mesh technology
	Wireless update of settings from any unit to all systems on the same radio channel
	User-selectable multiple channels to group different beacons and ensure a robust wireless signal
	Communicates with all other Gen III radio-enabled systems including our R820-E, -F, and -G circular beacons
	Instantaneous wireless activation: <150 ms
	Wireless range: 1000 ft (305 m)
Energy Collection	Integrated, vandal-resistant antenna
	15 W high-efficiency photovoltaic solar panel
	45 deg tilt for optimal energy collection
	Maximum Power Point Tracking with Temperature Compensation (MPPT-TC) battery charger for optimal energy collection in all solar and battery conditions
Energy Storage	12 V 14 Ahr. battery system
	Replaceable, recyclable, sealed, maintenance-free, best-in-class AGM batteries offer the widest temperature range and longest life
	Battery design life: +5 yrs.
	Tool-less battery change with quick connect terminals and strapping for easy installation
Solar Engine Construction	Weatherproof, gasketed enclosure with vents for ambient air transfer (NEMA 3R)
	Lockable, hinged lid for access to on-board user interface and batteries
	Corrosion-resistant aluminum with stainless steel hardware
	Raw aluminum finish or yellow, black, or green powder coated
	Prewired to minimize installation time
Environmental	High-efficiency optics and EMS = the most compact, lightweight system
	19 lb (8.6 kg) including batteries, excluding beacons and pushbutton
	-35 to 165° F (-37 to 74° C) system operating temperature
	-40 to 140° F (-40 to 60° C) battery operating temperature
	150 mph (241 kph) wind speed as per AASHTO LTS-6
Activation	Pushbutton: ADA-compliant, piezo-driven with visual LED and two-tone audible confirmation
	Audible pushbutton station: ADA-compliant, piezo-driven with visual LED and customizable voice message confirmation
Warranty	5-year limited warranty, 1-year limited on batteries
Customize	Build an RRFB online

Specifications subject to local environmental conditions, and may be subject to change.

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Document: Carmanah_DATA_R920-E_RevU

STOP SIGN FLASHING LED RING

FLASHING SIGN SYSTEM



STOP SIGN FLASHING LED RING'S are the next evolution in road signage. Designed to enhance existing road signage. Engineered to provide lightning-fast installation, unmistakable visibility in any condition, and intuitive driver calming beyond that of just reflective sheeting.

TraffiCalm's® dedication to advancing road safety is unparalleled in the industry. Our Flashing Sign Systems provide an obvious, and proven, modernization of standard traffic signs, while still being fully compliant with the Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD).

TraffiCalm's® Flashing Sign Systems offers scheduled operations, consolidates setup, smart solar power, hassle free install, retrofit design and the ability to have everything work wirelessly. When it comes to budget, safety, and calming traffic, think TraffiCalm®.

FEATURES

HIGHLY VISIBLE LED WARNING SIGNS

TraffiCalm fully outlines the shape of the sign, with the most LEDs on the market, for a bright, visible sign in any environmental condition.

RETROFITTABLE LED RINGS

Utilize existing signage and add our LED sign rings for a more cost-effective solution.

RUGGEDIZED ELECTRONICS

All electronics, radios, and LEDs are fully potted and environmentally sealed. The entire pole with the sign, controller, solar panels and batteries can be fully submerged and still operate.

TRAFFICCALM.COM



RELEASED: 2019 /11 / 05

+1 855.738.2772 / sales@trafficalm.com

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SPECIFICATIONS

ILLUMINATION

LEDs configured around perimeter of sign, within border (fully MUTCD compliant design)

LED Pitch: 1.9" (4.8cm) (on centers)

Red LEDs with 30° Viewing Angle, rated at 100,000 hours

DG3 white reflective sheeting applied to ring face for natural appearance

COMPATIBILITY

Integrates with all Trafficalm SA300 Controllers and Collaborators and can be push button, speed (radar), time clock, or sensor activated

CONSTRUCTION

14 gauge 5052 aluminum construction

Individually lensed LEDs recessed behind faceplate

Ring Depth: 0.4"/10.0mm to minimize impact on natural sign appearance

No mounting or wiring exposed on reverse of sign

ENVIRONMENTAL

Nema 4x Enclosure

Potted electronics (hermetically sealed)

-40° C to + 60° C operating range (-29° F to +140° F)

DETAILS

PHYSICAL DESCRIPTION

Available Sizes: 24", 30", 36" or 48"

Retrofits to any existing Stop Sign manufactured to MUTCD requirements of corresponding size

Mounting: all LED hardware mounted within the white border of the sign. Mounted either with adhesive backing or included self tapping screws. Rivets may be utilized to improve tamper resistance

MUTCD compliant LED placement and usage

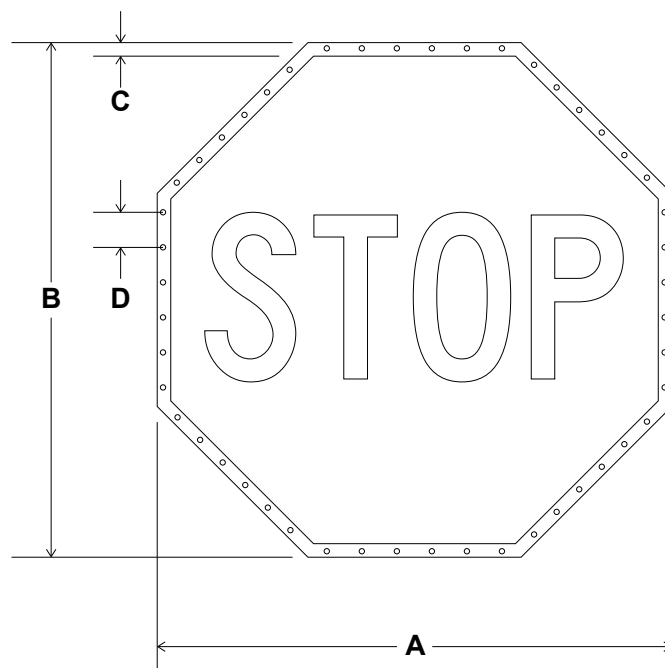
10ft. (3m) single cable extension to reach Controller or Collaborator

Ring can be factory installed to a new static sign, per the available part numbers shown below

Includes a 5 year limited warranty and unlimited tech support from US based factory technicians

MUTCD Sign Size	Part Number	Ring Length (A)	Ring Height (B)	Ring Width (C)	LED Offset (D)
24"	M75-R2424-WR01	24"/61cm	24"/61cm	.625"/1.6cm	1.9"/4.8cm
30"	M75-R3030-WR01	30"/76cm	30"/76cm	.625"/1.6cm	1.9"/4.8cm
36"	M75-R3636-WR01	36"/91cm	36"/91cm	.625"/1.6cm	1.9"/4.8cm
48"	M75-R4848-WR01	48"/122cm	48"/122cm	.625"/1.6cm	1.9"/4.8cm

MUTCD Sign Size	Part Number	LED Count	Light Output (cd)	Power (Watts)	Static Sign (PN)
24"	M75-R2424-WR01	40	270000	3.20	
30"	M75-R3030-WR01	48	324000	3.84	
36"	M75-R3636-WR01	48	324000	3.84	
48"	M75-R4848-WR01	48	324000	3.84	





VCalm[®]LM12

Full-Matrix Speed Feedback Radar Sign

by Fortel Traffic, Inc

Fortel Traffic's VCalm[®]LM is a powerful, lightweight full-matrix traffic calming sign, leveraging trusted VCalm[®] components embedded within a MUTCD-compliant retroreflective regulatory sign.

BRIGHTEST DISPLAY:

VCalm[®] utilizes high-volume high-intensity tightly clustered LEDs to maintain the highest visibility possible. This proven method of authoritative message presentation demands driver's attention, making it the most effective traffic calming sign on the market.

LOWEST POWER CONSUMPTION:

VCalm[®] uses proprietary PWMS[™] LED technology that consumes 50% less power than common LED technology. Our programming delivers exceptional autonomy for solar/battery installations.

STRONGEST CONSTRUCTION:

VCalm[®] maintains superior construction and durability with high quality components and no moving parts. The design meets NEMA-3R specifications, and many of the VCalm[®] signs have withstood severe conditions, including hurricanes, fires, and extreme temperatures. VCalm[®] has consistently proven to be the longest lasting speed sign in the industry.

UNRIVALED VERSATILITY

- Easy installation with optional quick-release mounting
- Mount to unistrut, telespar, posts, poles, or vehicle trailers

SIMPLEST PROGRAMMING:

- Easy push-button access for setting Speed Limit and triggers
- microSDHC Card provides practically limitless data storage space (40 years of data per gigabyte) and makes programming and data retrieval simple and affordable.
- Two-button easy-program to set the desired speed limit thresholds and flashing threshold

EASY AND ACCURATE REPORTING:

- Traffic Data Acquisition System (TDAS) collects the fastest and slowest speed for each vehicle.
- Accurate raw data collected by VCalm[®] can be used to construct limitless report formats and parameters for thorough data analysis.
- VSpeed[™]Online management software provides storage and analysis of data collected from SD or microSD cards.



Construction:

- 11-gauge (.090") continuous-formed aluminum enclosure
- Lens/Door: 1/4" UV-, Vandal-, and Shatter-resistant Polycarbonate Lens
- Enclosure: 20" (W) x 19" (H) x 4.5" (D)
- Nema 3R Weatherproof rating
- -40° F to 167° F Temperature rating
- Paint: powder-coated black, white, or orange

Radar:

- K Band (24.159 GHz)
- FCC Compliant, no licence required
- Low Power (<2 Watt)
- +/- 1 MPH Accuracy

Weight:

- Less than 25 lbs

Regulatory Sign:

- 20" (W) x 30" (H)
- 4" (H) MUTCD Letters (Ch. 2B) "YOUR SPEED"
- Numerals: 12" (H)
- Amber LEDs
- White, yellow, or fluorescent yellow-green
- Engineering or Diamond-grade retroreflectivity

Optional Equipment:

- Bluetooth
- Wireless Alert System
- Strobe, Flashers, and Sirens
- Solar Power Package
- 120V Operation
- Automatic Dimming
- GPS Clock
- Lithium Batteries
- Quick-Release Mounting System

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- APPENDIX "B" -

PLANS